



COUNTY OF LOS ANGELES  
DEPARTMENT OF PARKS AND RECREATION

*"Parks Make Life Better!"*

Norma E. García-González, Director

Alina Bokde, Chief Deputy Director

---

November 6, 2024

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

Dear Supervisors:

**APPROVAL OF PARK MAINTENANCE, MOWING, AND LANDSCAPE  
MAINTENANCE SERVICES CONTRACTS  
FOR VARIOUS COUNTY FACILITIES  
(SUPERVISORIAL DISTRICTS 1, 2, AND 5) (3 VOTES)**

**SUBJECT**

Approval of the recommended actions will delegate authority to the Director of Parks and Recreation, or her designee, to award five contracts for park maintenance, mowing, and landscape maintenance services for various County facilities within the County of Los Angeles.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the proposed actions are not a project under the California Environmental Quality Act for the reasons stated in this Board letter and the record.
2. Find that the park maintenance, mowing, and landscape maintenance services can be performed more economically by independent contractors than by County employees.
3. Approve and instruct the Chair to execute five contracts for park maintenance, mowing, and/or landscape maintenance services for a term of three years, with two one-year renewal options and an additional six month-to-month extension, if needed, for a total term of five years and six months, with Parkwood Landscape Maintenance, Inc. for park maintenance services at Altadena Area Parks at an annual cost not to exceed \$368,627, and a total contract maximum amount of \$2,027,449; with Parkwood Landscape Maintenance, Inc. for park maintenance services at La Puente Area Parks at an annual cost not to exceed \$583,188, and a total contract maximum amount of \$3,207,534; with Mariposa Landscapes, Inc.

HOA.104874846.1

for mowing services at Frank G. Bonelli Regional Park at an annual cost not to exceed \$67,488, and a total contract maximum amount of \$371,184; with Mariposa Landscapes, Inc. for mowing services at Los Angeles Area Parks at an annual cost not to exceed \$48,456, and a total contract maximum amount of \$266,507; and with Mariposa Landscapes, Inc. for landscape maintenance services at the Los Angeles County Arboretum and Botanic Garden at an annual cost not to exceed \$265,380, and a total contract maximum amount of \$1,459,590. The total maximum amount for each contract is for the potential total term of 66 months and is inclusive of ten percent increases annually for unforeseen services.

4. Delegate authority to the Director of Parks and Recreation, or her designee, to exercise two additional one-year contract renewal options for each Contract, if, in her opinion, the Contractors have effectively performed the services during the previous contract period and the services are still required; and, if needed, an additional six month-to-month extension for each Contract; and to approve and execute change notices and amendments to incorporate necessary changes within the statement of work; and to assign rights or delegation of duties should the contracting entities merge, be acquired, or otherwise change entities; and to suspend or terminate any Contract if, in the opinion of the Director of Parks and Recreation, or her designee, it is in the best interest of the County of Los Angeles to do so.
5. Delegate authority to the Director of Parks and Recreation, or her designee, to increase the Contract sum for each Contract by up to ten percent in any year, including any renewal option period, for any additional or unforeseen services within the scope of each Contract.
6. Delegate authority to the Director of Parks and Recreation, or her designee, to adjust the annual Contracts sum for each option year to allow for an annual Cost of Living Adjustment in accordance with County policy and the terms of these contracts.
7. Delegate authority to the Director of Parks and Recreation, or her designee, to decrease the Contract amount for each Contract in any year, including any renewal option period, as necessary to reflect required modifications in services and/or budget reductions.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the park maintenance, mowing, and landscape maintenance services contracts (Contracts) (Attachments I-V) will enable the Department of Parks and Recreation (Department) to continue to maintain the various County Facilities (Facilities) using the services of private contractors. Quality park maintenance, mowing, and landscape services ensure that parks, baseball fields, community centers, and other

public areas are safe, clean, and available for visitor use and are maintained to standardized conditions in a cost-effective manner. Since 1984, the Department has contracted park maintenance, mowing, and landscape maintenance services to private companies, due to the cost savings it provides to the Department, as opposed to utilizing Department employees to complete these same services.

The commencement date for each Contract is indicated in the Award Schedule and Maximum Potential Contract Costs (Attachment VI). Four of the current Contracts will expire on November 30, 2024, prior to the December 1, 2024, commencement date of the new Contracts. The Contract for the Los Angeles Area Parks will expire January 31, 2025, and the new Contract will commence on February 1, 2025.

### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

The proposed Contracts will promote and further the County of Los Angeles (County) approved Strategic Plan Goals to Foster Vibrant and Resilient Communities, by sustaining and supporting thriving ecosystems, habitats, and biodiversity (North Star 2.D.iii); by supporting environmental justice for communities to have access to clean air, soil, and water that have long endured industrial contamination (North Star 2.D.iv); and by encouraging community participation to create public spaces that are welcoming and accessible to all residents (North Star 2.F.ii).

### **FISCAL IMPACT/FINANCING**

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

The Department's Proposition A cost analysis indicates that the services under the recommended Contracts can be performed more economically by the private sector than by County employees. The total County costs to provide park maintenance, mowing, and landscape maintenance services at the Facilities by County employees is \$2,670,134 annually. The recommended Contractors direct cost to perform similar services is \$1,333,139 annually, an annual savings of \$1,336,995 (Attachment VII, Proposition A Cost-Effectiveness Summary).

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

### **OPERATING BUDGET IMPACT**

The recommended Contract costs will increase the current annual base costs by \$295,623, from \$1,037,516 to \$1,333,139. Due to the varying expiration dates of the existing Contracts in Fiscal Year (FY) 2024-25, the total increase for the five Contracts for FY 2024-25 is \$174,350 (Attachment VIII, Recommended Contract Costs).

The Chief Executive Office (CEO) instructed the Department to utilize existing one-time resources in its FY 2024-25 Operating Budget for the prorated cost increase of \$174,350 in FY 2024-25. This may require approval of an action budget adjustment. The Department will submit a funding request to the CEO for the ongoing annual cost increases of \$295,623 in the FY 2025-26 Recommended Budget.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

On November 23, 2023, the Department released a Request for Proposals (RFP) for park maintenance, mowing, and landscape maintenance services at the following facilities: Altadena Area Parks, Los Angeles County Arboretum and Botanic Garden, Frank G. Bonelli Regional Park, La Puente Area Parks, and Los Angeles Area Parks. Based on the results of the RFP, the Department is requesting award of Contracts as follows:

- Parkwood Landscape Maintenance, Inc. for park maintenance services at Altadena Area Parks;
- Mariposa Landscapes, Inc. for mowing services at Frank G. Bonelli Regional Park;
- Parkwood Landscape Maintenance, Inc. for park maintenance services at La Puente Area Parks;
- Mariposa Landscapes, Inc. for landscape maintenance services at Los Angeles County Arboretum and Botanic Garden; and
- Mariposa Landscapes, Inc. for mowing services at Los Angeles Area Parks.

The recommended Contract term for each of the Contracts is three years, with two one-year extension options and, if needed, an additional six month-to-month extension that may be exercised at the discretion of the Director of Parks and Recreation (Director), or her designee. There is no impact to current County employees, no layoffs or reductions in County workforce, or other adverse impacts on employee relations from the award of each of the Contracts, as the work of these Contracts are presently contracted out.

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

The decision to include the COLA is based on the Department's experience, that the Contractor may incur an increase in costs, such as insurance premiums, fuel, etc., during the option years, which could impact its performance. As a result, this provision allows the Director to review cost information, during the option years, to determine if the COLA is justified, subject to approval by the CEO. The Department will comply with the Board

policy to exclude the cost of labor from the base upon which a COLA is calculated, unless the Contractor can show that its labor cost will increase.

The Department's Proposition A cost analysis, using a methodology approved by the Auditor-Controller, calculated that it is more cost-effective to contract the park maintenance, mowing, and landscape maintenance services to independent contractors who can perform the services more economically than County employees (Attachment VII, Proposition A Cost-Effectiveness Summary).

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

The Department has evaluated and determined that each recommended Contractor fully complies with the requirements of the Living Wage Program, County Code Chapter 2.201, and have agreed to pay all employees providing these County services a living wage. In addition, the award of each Contract fully complies with the mandatory Proposition A requirements contained in County Code Section 2.121.380.

Award of the Contracts will not impair the County's ability to respond to emergencies or infringe upon the proper role of the County in its relationship to its citizens. No confidential information is involved in the performance of the Contracts; thus, award of the Contracts will not result in the unauthorized disclosure of confidential information. Alternative services are available in the event of a default by any of the Contractors; therefore, services will not be interrupted.

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

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

On July 16, 2019, the Board adopted a motion to reduce the County's reliance on Proposition A contracts. The July 16, 2019, motion instructed the CEO to report back on the following:

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

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

## **ENVIRONMENTAL DOCUMENTATION**

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

## **CONTRACTING PROCESS**

On November 29, 2023, the Department released an RFP for Park Maintenance, Mowing and Landscape Maintenance Services at Various County Facilities. The RFP was advertised in the Los Angeles Daily News Newspaper. A notice was also posted on the County's "Doing Business with Us" website, including a link to download the RFP package and bilingual instructions on how to contact the Department regarding this RFP.

On December 13, 2023, a Mandatory Virtual Proposer's Conference was held and attended by ten vendors. Mandatory site visits were conducted as follows: Altadena Area Parks was conducted on December 14, 2023, and four vendors participated; the Los Angeles County Arboretum and Botanic Garden was conducted on December 18, 2023, and four vendors participated; Bonelli Regional Park was conducted on December 18, 2023, and six vendors participated; La Puente Area Parks was conducted on December 19, 2023, and four vendors participated; and Los Angeles Area Parks was conducted on December 20, 2023, and five vendors participated.

The Department received a total of nine proposals from three proposers in response to the RFP. Each proposal was reviewed by the Department's Contracts Division staff to ensure compliance with the mandatory minimum requirements outlined in the RFP. The proposals were evaluated by two Evaluation Committees (Committees) comprised of three Department employees. The proposals were also reviewed and evaluated for cost-effectiveness and were compared to the lowest cost received and awarded points based on the comparison. Each proposal was evaluated based on a weighted evaluation of: (1) cost, 25%; (2) experience and organizational resources, 20%; (3) approach to contract requirements, 20%; (4) quality control plan, 20%; and (5) Living Wage Compliance, 15%.

Upon review and evaluation of the proposals submitted for the Altadena Area Parks, Los Angeles County Arboretum and Botanic Garden, Frank G. Bonelli Regional Park, La Puente Area Parks, and Los Angeles Area Parks, which are the five contracts being recommended for award under this Board Letter, the Committees determined that the

recommended Contractors were the most responsive and responsible proposers for the respective facility, ranking their proposals as the highest of the proposals evaluated. Each Contractor received the highest aggregate scores in the categories evaluated by the Committees, outperforming the other proposers.

The Department received three requests for debriefings from the non-selected proposers and there were not any protests resulting from this solicitation.

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

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

There will be no impact on current public services.

### **CONCLUSION**

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

Should you have any questions please contact: Mr. Humberto Chairez at (626) 588-5253 or via email at [hchairez@parks.lacounty.gov](mailto:hchairez@parks.lacounty.gov), or Ms. A'lana White at (626) 588-5260 or via email at [awhite2@parks.lacounty.gov](mailto:awhite2@parks.lacounty.gov), or Ms. Johanna Hernandez at (626) 588-5370 or via email at [bll@parks.lacounty.gov](mailto:bll@parks.lacounty.gov).

Respectfully submitted,



NORMA E. GARCÍA-GONZÁLEZ  
Director

NEGG:AB:MR  
RL:AW:HC:rc

Enclosures (9)

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



**CONTRACT BY AND BETWEEN**

**COUNTY OF LOS ANGELES  
DEPARTMENT OF PARKS AND RECREATION**

**AND**

**PARKWOOD LANDSCAPE MAINTENANCE, INC.**

**FOR**

**PARKS MAINTENANCE SERVICES**

**FOR THE**

**ALTADENA AREA PARKS**



**TABLE OF CONTENTS**

<b><u>PARAGRAPH</u></b>	<b><u>PAGE</u></b>
<b>RECITALS</b> .....	<b>1</b>
<b>1.0 APPLICABLE DOCUMENTS</b> .....	<b>2</b>
<b>2.0 DEFINITIONS</b> .....	<b>2</b>
2.1 Standard Definitions.....	2
<b>3.0 WORK</b> .....	<b>4</b>
<b>4.0 TERM OF CONTRACT</b> .....	<b>4</b>
<b>5.0 CONTRACT SUM</b> .....	<b>4</b>
5.1 Total Contract Sum.....	4
5.2 Written Approval for Reimbursement.....	4
5.3 Notification of 75% of Total Contract Sum.....	5
5.4 No Payment for Services Provided Following Expiration - Termination of Contract.....	5
5.5 Invoices and Payments.....	5
5.6 Cost of Living Adjustments (COLA's).....	6
5.7 Default Method of Payment: Direct Deposit or Electronic Funds Transfer.....	7
<b>6.0 ADMINISTRATION OF CONTRACT - COUNTY</b> .....	<b>7</b>
6.1 County's Administration.....	7
6.2 County's Project Director.....	7
6.3 County's Project Manager.....	7
6.4 County's Project Monitor.....	8
<b>7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR</b> .....	<b>8</b>
7.1 Contractor's Administration.....	8
7.2 Contractor's Project Manager.....	8
7.3 Approval of Contractor's Staff.....	8
7.4 Contractor's Staff Identification.....	8
7.5 Background and Security Investigations.....	8
7.6 Confidentiality.....	9
<b>8.0 STANDARD TERMS AND CONDITIONS</b> .....	<b>10</b>
8.1 Amendments and Change Notices.....	10
8.2 Assignment and Delegation/Mergers or Acquisitions.....	10

## TABLE OF CONTENTS

<b><u>PARAGRAPH</u></b>	<b><u>PAGE</u></b>
8.3 Authorization Warranty.....	11
8.4 Budget Reductions.....	11
8.5 Complaints .....	12
8.6 Compliance with Applicable Laws .....	12
8.7 Compliance with Civil Rights Laws.....	13
8.8 Compliance with the County’s Jury Service Program.....	13
8.9 Conflict of Interest .....	15
8.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List.....	15
8.11 Consideration of Hiring GAIN/START Participants.....	15
8.12 Contractor Responsibility and Debarment.....	16
8.13 Contractor’s Acknowledgement of County’s Commitment to Safely Surrendered Baby Law .....	18
8.14 Contractor’s Warranty of Adherence to County’s Child Support Compliance Program .....	18
8.15 County’s Quality Assurance Plan .....	18
8.16 Damage to County Facilities, Buildings or Grounds .....	19
8.17 Employment Eligibility Verification.....	19
8.18 Counterparts and Electronic Signatures and Representations.....	19
8.19 Fair Labor Standards .....	20
8.20 Force Majeure .....	20
8.21 Governing Law, Jurisdiction, and Venue.....	21
8.22 Independent Contractor Status .....	21
8.23 Indemnification .....	21
8.24 General Provisions for all Insurance Coverage.....	21
8.25 Insurance Coverage.....	25
8.26 Liquidated Damages .....	26
8.27 Most Favored Public Entity.....	27
8.28 Nondiscrimination and Affirmative Action .....	28
8.29 Non Exclusivity.....	29
8.30 Notice of Delays .....	29

## TABLE OF CONTENTS

<b><u>PARAGRAPH</u></b>	<b><u>PAGE</u></b>
8.31 Notice of Disputes .....	29
8.32 Notice to Employees Regarding the Federal Earned Income Credit .....	29
8.33 Notice to Employees Regarding the Safely Surrendered Baby Law .....	30
8.34 Notices .....	30
8.35 Prohibition Against Inducement or Persuasion.....	30
8.36 Public Records Act.....	30
8.37 Publicity.....	31
8.38 Record Retention and Inspection-Audit Settlement.....	31
8.39 Recycled Bond Paper .....	33
8.40 Subcontracting .....	33
8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program.....	34
8.42 Termination for Convenience .....	34
8.43 Termination for Default.....	35
8.44 Termination for Improper Consideration.....	36
8.45 Termination for Insolvency .....	37
8.46 Termination for Non-Adherence of County Lobbyist Ordinance .....	37
8.47 Termination for Non-Appropriation of Funds .....	37
8.48 Validity.....	37
8.49 Waiver .....	38
8.50 Warranty Against Contingent Fees .....	38
8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program .....	38
8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program.....	38
8.53 Time Off for Voting .....	38
8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking .....	39
8.55 Integrated Pest Management (IPM) Program Compliance.....	39
8.56 Compliance with Fair Chance Employment Hiring Practices.....	40
8.57 Compliance with the County Policy of Equity .....	40
8.58 Prohibition from Participation in Future Solicitation(s).....	40

**TABLE OF CONTENTS**

<b><u>PARAGRAPH</u></b>	<b><u>PAGE</u></b>
8.59 Injury and Illness Prevention Program .....	41
8.60 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding .....	41
<b>9.0 UNIQUE TERMS AND CONDITIONS .....</b>	<b>41</b>
9.1 Compliance with the County’s Living Wage Program.....	41
9.2 Organic Waste Recycling .....	47
9.3 Procurement of SB 1383-Compliant Compost and Mulch.....	48
<b>10.0 UNIQUE TERMS AND CONDITIONS - DPR .....</b>	<b>48</b>
<b>11.0 SURVIVAL.....</b>	<b>50</b>
<b>12.0 ENFORCEMENT OF CONTRACT .....</b>	<b>51</b>
<b>13.0 ENTIRE CONTRACT.....</b>	<b>52</b>
<b>SIGNATURES.....</b>	<b>53</b>

**STANDARD EXHIBITS**

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

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

This Contract (“Contract”) made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between the County of Los Angeles, hereinafter referred to as “County” and Parkwood Landscape Maintenance, Inc., hereinafter referred to as “Contractor”.

**RECITALS**

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

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

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

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; 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 K are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

### Standard Exhibits:

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

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

## 2.0 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 **Contractor's Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.5 **County's Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.1.6 **County's Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.1.7 **County's 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.
- 2.1.8 **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/>.
- 2.1.9 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.10 **Department:** The County of Los Angeles Department of Parks and Recreation, which is entering into this Contract on behalf of the County of Los Angeles.
- 2.1.11 **Director:** Director of Department, including those delegated to exercise authority on behalf of the Director.
- 2.1.12 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.13 **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.
- 2.1.14 **Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.1.15 **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 **December 1, 2024**, after execution by County's Board, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County will have the sole option to extend this Contract term for up to two (2) additional one (1) year periods and six (6) month-to-month extensions, for a maximum total Contract term of five (5) years and six (6) months. Each such extension option may be exercised at the sole discretion of the Director, or designee, as authorized by the Board of Supervisors.
- 4.3 The County maintains a database that track/monitor Contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.
- 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**

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

#### **5.2 Written Approval for Reimbursement**

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



### **5.3 Notification of 75% of Total Contract Sum**

The Contractor must maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor must send written notification to 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 and Billing Schedule and Performance Frequencies. Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment will be due to the Contractor for that work.

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

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

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

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

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

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

**Department of Parks and Recreation  
North County Community Services Agency  
31320 Castaic Road, Castaic, CA 91384-3900  
Attention: Regional Grounds Maintenance Supervisor**

5.5.6 **County Approval of Invoices**

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

5.5.7 **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 the County elects, in its sole determination, to exercise the option years, and if requested by the Contractor, the Contract (hourly, daily, monthly, etc.) amount (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**

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

#### **7.4 Contractor's Staff Identification**

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

#### **7.5 Background and Security Investigations**

7.5.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, must undergo and pass a background investigation to the satisfaction of County as a condition of beginning

and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

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

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

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 Amendments and Change Notices**

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

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

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

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

### **8.2 Assignment and Delegation/Mergers or Acquisitions**

8.2.1 The Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County

of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

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

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

### **8.3 Authorization Warranty**

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

### **8.4 Budget Reductions**

In the event that the County's Board 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 ten (10) 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 five (5) 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 five (5) 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 three (3) business days of mailing to the complainant.

## **8.6 Compliance with Applicable Laws**

8.6.1 In the performance of this Contract, Contractor must comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under 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](mailto:gainstart@dpss.lacounty.gov) and [BSERVICES@OPPORTUNITY.LACOUNTY.GOV](mailto: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  
Department of Parks and Recreation  
Attention: Contracts and Procurement Division

1000 South Fremont Avenue, Unit #40  
Building A9 West, 2<sup>ND</sup> Floor  
Alhambra, CA 91803

- 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 **Property Coverage**

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

8.25.5 **Pollution Liability Insurance**

Such insurance shall cover liability arising from the release, discharge, escape, dispersal or emission of 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. Contractor shall maintain limits not less than \$ 1 million per occurrence and \$ 1 million aggregate.

**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/safely-surrender/>.

### **8.34 Notices**

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

County of Los Angeles  
Department of Parks and Recreation  
Attention: Contracts and Procurement Division  
1000 South Fremont Avenue, Unit #40  
Building A9 West, 2<sup>ND</sup> Floor  
Alhambra, CA 91803

#### **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](http://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.

## **8.60 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding**

Pursuant to [Government Code Section 84308](#), Contractor and its Subcontractors, are prohibited from making a contribution of more than \$250 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.

# **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 **Intentionally Omitted**

9.1.12 **Neutrality in Labor Relations**

The Contractor must not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction will not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

**9.2 Organic Waste Recycling**

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

9.2.2 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.

9.2.3 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.

9.2.4 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.

### **9.3 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. The 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 UNIQUE TERMS AND CONDITIONS - DPR**

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

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

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

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

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

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

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

## **10.2 Extraordinary Incidents, Acts of God, Third Party Negligence**

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

## **10.3 Right of Entry**

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

Director, arising therefrom over and above the compensation set forth within this Contract, may be charged against the Contractor.

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

#### **10.4 Compliance with the County's Smoking Ban Ordinance**

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

### **11.0 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 and Change notices
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 11.0	Survival

## **12.0 ENFORCEMENT OF CONTRACT**

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

### **13.0 ENTIRE CONTRACT**

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



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

**CONTRACTOR**

**PARKWOOD LANDSCAPE MAINTENANCE, INC.**

By

GEORGE ALISANEZ

Name

Business Development

Title

**COUNTY OF LOS ANGELES**

By

Chair, Board of Supervisors

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

*Romy In Allen*

By: Senior Deputy County Counsel

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of Los Angeles

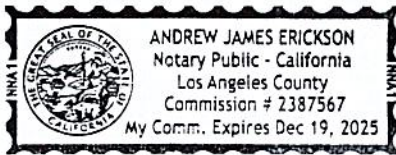
On July 30, 2024 before me, Andrew James Erickson, Notary Public

personally appeared George Albanez Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]

Place Notary Seal and/or Stamp Above

Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Park Maintenance Services Contract

Document Date: Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

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

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

# STATEMENT OF WORK PARK MAINTENANCE SERVICES

## I. ADMINISTRATIVE SPECIFICATIONS

### 1.0 GENERAL REQUIREMENTS

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

## STATEMENT OF WORK PARK MAINTENANCE SERVICES

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

### 2.0 FACILITIES TO BE MAINTAINED

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

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

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

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

### 3.0 CERTIFICATIONS/REPORTS

#### 3.1 Payroll Report

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

#### 3.2 Maintenance Function Report

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

#### 3.3 Certification of Specialty Type Maintenance

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

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

## STATEMENT OF WORK PARK MAINTENANCE SERVICES

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

### 3.4 Certified Monitoring Reports for Living Wage Program

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

### 3.5 Hauler Tracking and Reporting

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

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

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

### 3.6 Diesel Particulate Matter Control Measures

## STATEMENT OF WORK PARK MAINTENANCE SERVICES

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

### 4.0 ADDITIONAL WORK

- 4.1 As authorized in **Section 8.0, Change Notices and Amendments**, of the Contract, the Director or designee may at his/her discretion, modify the Contractor's On-Going Maintenance Task and Schedule when such work arises out of extraordinary incidents such as vandalism, Acts of God, and third-party negligence: or services required due to new or the modification of existing facilities or recreation programs.
- 4.2 Prior to performing any additional work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. No work shall commence without a written authorization from the Director or designee.
- 4.3 Notwithstanding the above authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the Director or designee may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. However, within twenty-four (24) hours after receiving a verbal authorization, the Contractor shall submit a written estimate to the Director or designee for approval.

### 5.0 SAFETY

- 5.1 The Contractor agrees to perform all work outlined in this Contract in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all local, County, State or other legal requirements including but not limited to, full compliance with the terms of the applicable O.S.H.A. and CAL-O.S.H.A. Safety Orders at all times so as to protect all persons, including the Contractor's employees, agents of the County, vendors, members of the public or others from foreseeable injury, or damage to their property. The Contractor shall inspect all potential hazards at said facilities and keep a log indicating date inspected and action taken.
- 5.2 It shall be the Contractor's responsibility to inspect, and identify, any condition(s) that renders any portion of the premises unsafe, as well as any unsafe practices occurring thereon. The Director or designee shall be notified within 24 hours if an unsafe condition or safety hazard is discovered on the premises that requires major correction. A major correction would constitute a maintenance issue that cannot be easily corrected within 24

## **STATEMENT OF WORK PARK MAINTENANCE SERVICES**

hours by Contractor and could be hazardous to park visitors. The Contractor will be responsible for alerting the Director or designee of the hazard and reporting it to the Maximo Call Center to create a work order. The Director or designee shall be notified immediately of any unsafe condition that requires major correction. The Contractor shall be responsible for making minor corrections including, but not limited to; filling holes in turf areas and paving, using barricades or traffic cones to alert patrons of the existence of hazards, replacing valve box covers, and securing play apparatus so as to protect members of the public or others from injury. During normal hours the Contractor shall obtain emergency medical care for any member of the public who is in need thereof, because of illness or injury occurring on the premises. The Contractor shall cooperate fully with the County in the investigation of any accidental injury or death occurring on the premises, including a complete written report thereof to the Director or designee within five (5) days following the occurrence.

### **6.0 CONTRACTOR'S STAFF**

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

## STATEMENT OF WORK PARK MAINTENANCE SERVICES

expense and may include, but not be limited to, appropriate attire and/or name badges as specified by the Director.

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

### 7.0 HOURS AND DAYS OF MAINTENANCE SERVICES

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

### 8.0 MAINTENANCE SCHEDULES

- 8.1 The Contractor shall, within ten (10) days after the effective date of this Contract, submit a facility work schedule to the Director or designee for



## **STATEMENT OF WORK PARK MAINTENANCE SERVICES**

review and approval. Said work schedule shall be set on an annual calendar identifying and delineating the time frames for the required functions by the day of the week, morning and afternoon. In addition, the Contractor shall notify the Director or designee, in writing, at least two (2) weeks prior to the scheduled date and time for the eradication of rodents pursuant to Section 35 of the Statement of Work.

- 8.2 The Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the Director or designee for his/her review, and, if appropriate, his approval, within five (5) working days prior to the scheduled time for the work.
- 8.3 The above provisions are not construed to eliminate the Contractor's responsibility in complying with the requirements to notify the Director for Specialty Type maintenance as set forth immediately hereinafter.
- 8.4 The Contractor shall notify the Director or designee, in writing, at least two (2) weeks prior to the date and time of all "Specialty Type" maintenance operations. "Specialty Type" operations are defined as:
  - a. Fertilization
  - b. Turf renovation/reseeding
  - c. Micro-Nutrients/soil amendments
  - d. Spraying of trees, shrubs or turf
  - e. Aesthetic tree pruning
  - f. Other items as determined by the Director or designee.

### **9.0 INTERPRETATION OF MAINTENANCE SPECIFICATIONS**

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

### **10.0 SIGNS/IMPROVEMENTS**

## **STATEMENT OF WORK PARK MAINTENANCE SERVICES**

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

### **11.0 UTILITIES**

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

### **12.0 RESPONSES, INQUIRIES, AND COMPLAINTS**

- 12.1 During the term of this contract, the Contractor shall maintain an office located in the Los Angeles Metropolitan Area. In addition, the Contractor shall maintain a telephone at the office that is listed in the telephone directory in its own name or in the firm name by which it is most commonly known.
- 12.2 During normal business hours, Contractor shall have a responsible employee(s) to receive all inquiries and complaints that may be received from the Director, County personnel or patrons using the facilities and take the necessary action. An answering service shall be considered an acceptable substitute to full-time coverage, provided the Contractor is advised of any complaint within one (1) hour of receipt of such complaint by the answering service. The Contractor's employee(s) responsible for providing the landscape maintenance services shall be available for notification through cell phone, answering service, beeper or electronic mail communications during normal business hours.
- 12.3 During normal days and hours of operation, whenever immediate action is required to prevent impending injury, death or property damage to the facilities being maintained, the County may, after a reasonable attempt to notify the Contractor, cause such action to be taken by the County work force and shall charge the cost thereof as determined by the Director, against the Contractor, or may deduct such cost from an amount due to the Contractor from the County.
- 12.4 The Contractor shall maintain a written log of all complaints. The log shall include the name of the employee logging the complaint, the date and time of the complaint, the facility where the complaint is about, a description of the complaint, the name and address of the complainant, and the action taken or the reason for non-action. The log of complaints shall be submitted

## **STATEMENT OF WORK PARK MAINTENANCE SERVICES**

monthly with the Contractor's invoice and shall be open to the inspection of the Director at all reasonable times.

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

### **13.0 NON-INTERFERENCE**

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

### **14.0 USE OF CHEMICALS**

- 14.1 All work involving the use of chemicals shall be in compliance with all Federal, State and local laws and will be accomplished by a Qualified Applicator under the direction of a Licensed Pest Control Advisor. The Contractor, in complying with the California Food and Agricultural Code, shall provide a copy of a valid Pest Control Business License, a valid Pest Control Advisor's License and a Qualified Applicator's License prior to using any and all applicable chemicals within the area(s) to be maintained.
  - 14.1.1 The Contractor, in addition to complying with the California Food and Agricultural Code, must be registered with the Los Angeles County Agricultural Commission. The Contractor shall also be certified in categories D and E of the Pest Control Advisor's License and in category B of the Qualified Applicator's License.
  - 14.1.2 If the Contractor does not possess a valid Pest Control Advisor's License with appropriate categories, the Contractor, upon written consent of the Director or designee per Paragraph 9.40, Subcontracting, of the Contract, may subcontract this service.

## STATEMENT OF WORK PARK MAINTENANCE SERVICES

- 14.1.3 If the chemical application is performed without the necessary Department approvals, including registration, licenses and permits, the Director or designee may deduct pro rata from the Contractor's invoice applicable contract costs for chemical spraying.
- 14.1.4 The action above shall not be construed as a penalty but as an adjustment of payment to the Contractor due to the failure of the Contractor to complete or comply with the provisions of this Contract.
- 14.1.5 In addition to the remedies provided heretofore, this Contract may be terminated per Paragraph 9.44, Termination for Default, of the Contract upon the Contractor's failure to correct deficiencies in a timely manner.
- 14.2 A listing of proposed chemicals to be used including commercial name, application rates and type of usage shall be submitted to the Director or designee for approval at the commencement of the contract. No work shall begin until written approval of use is obtained from the Director or designee.
- 14.3 Chemicals shall only be applied by those persons possessing a valid California Certified Applicator's license. Application shall be in strict accordance with all governing regulations.
- 14.4 Records of all operations stating dates, times, methods of application, chemical formulations, applicators' names and weather conditions shall be made and retained in an active file for a minimum of three (3) years. The Contractor shall provide a chemical use report (site specific) with monthly billing. A copy of the Pest Control Advisor recommendation for each application (site specific) shall be provided to the monitor and applicator prior to each application. This shall be in addition to the copy of the usage summary that is provided to the Agricultural Commissioner.
- 14.5 All chemicals requiring a special permit for use must be registered with the County Agricultural Commissioner's Office and a permit obtained with a copy to the Los Angeles County Department of Parks and Recreation.
- 14.6 All regulations and safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California shall be adhered to.
- 14.7 Chemicals shall be applied when air currents are still; preventing drifting onto adjacent property and preventing any toxic exposure to persons whether or not they are in or near the area of application.
- 14.8 Products that include Glyphosate as an ingredient are prohibited from use in all County parks and facilities. Proposed alternatives will be reviewed and approved by the Director or designee prior to application.

### 15.0 GREEN INITIATIVES

## STATEMENT OF WORK PARK MAINTENANCE SERVICES

- 15.1 Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits. Contractor shall purchase, store, and use environmentally and human friendly products that are compatible with products used by County. County shall determine and approve Contractor’s products prior to their use.
- 15.2 Contractor shall identify methods of preventing contamination, segregating paper and plastic found in landscaping waste, and removing debris such that those items do not end up contaminating green waste. Contractor shall provide a report to the Contract Manager as to methods they have used to prevent contamination of green waste. As needed, Contractor shall train Contractor’s staff on measures needed to comply with County’s directive to prevent contamination of green waste.
- 15.3 Effective January 2, 2024, the Contractor shall use battery-electric operated hand tools, blower, weed-wackers, etc., to provide the services under this scope of work. The use of gas-powered hand tools to provide the services under this scope of work is prohibited. Contractor shall provide a list of the types of battery-electric equipment they intend to use to provide landscaping services.
- 15.4 Contractor shall identify any environmentally sustainable best practices in which it currently participates or in which it is legally obligated to participate, including procurement of landscaping materials such as mulch and compost. Other sustainable best practices include integrated pest management, grasscycling, drip irrigation, composting, environmentally sustainable procurement, using mulch, and using electric powered tools and equipment. Contract Manager will document how Contractor will undertake green best practices. As needed, Contractor shall train staff on environmentally sustainable best practices.

### 16.0 NOISE

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

## II. ON-GOING MAINTENANCE TASKS

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

### GROUP I Mowing

#### 17.0 MOWING

## STATEMENT OF WORK PARK MAINTENANCE SERVICES

- 17.1 Mowing operations shall be performed in a workmanlike manner that ensures a smooth surface appearance without scalping or allowing excessive cuttings to remain. This includes the safe operation of equipment as determined by the Director or designee and within the manufacturer's guidelines.
- 17.2 Turf shall be mowed with a reel-type mower equipped with rollers or a rotary-type deck and shall be configured so that the outer edges of the blade shall extend 18" to 24" beyond the outer edge of the wheel.
- 17.3 All equipment shall be adjusted to the proper cutting heights and shall be adequately sharpened.
- 17.4 Mower blades shall be sharpened weekly.
- 17.5 Mowing height shall be no less than  $\frac{3}{4}$  inch and may be set as high as 4 inches with normalcy based upon turf species and site conditions. Mowing heights may vary for special events and conditions. Heights shall be determined by the Director or designee.
- 17.6 Mowing operation shall be on a schedule that is acceptable to the Director or designee.
- 17.7 Walkways shall be cleaned immediately following each mowing so that no clippings create a hazardous condition.
- 17.8 Mowing of turf at each park facility shall be completed in one operation.
- 17.9 Unless otherwise prohibited by law, Contractor should utilize grasscycling to save water and mitigate environmental impacts. Contractor should not cut more than one-third of actual height of grass at any one time, and shall maintain the following optimal heights of grass to maximize impact of grasscycling:
  - Bermuda (Hybrid) and Seashore Paspalum:  $\frac{3}{4}$ "
  - Bermuda (Common), Kikuyugrass, Dwarf Tall Fescue, St. Augustine, Zoysia and Blue Grammagrass: 1 $\frac{1}{2}$ "
  - Fescue, Ryegrass and Buffalo Grass: 2 $\frac{1}{2}$ "
- 17.10 Low-noise zero emission battery-electric mowers are required where available.
- 17.11 Mulching blades must be used for all mowing operations.
- 17.12 All ball fields are mowed lower than the rest of the park.

### **18.0 GROUP I SITE INSPECTION AND REPORTING - Mowing**

- 18.1 Prior to initiating a mowing operation, the site is to be inspected by a knowledgeable and responsible employee of Los Angeles County, who will determine the practicality of initiating the operation.
- 18.2 Litter is not to be shredded by mowers, glass bottles are not to be driven over and broken, and excessively wet turf areas are not to be driven across.

## STATEMENT OF WORK PARK MAINTENANCE SERVICES

- 18.3 Damaged sprinkler heads, valve box and covers shall be immediately reported to County Staff. If Contractor damages a sprinkler head or a valve box cover, the Contractor must repaired/ replaced it within 24 hours.
- 18.4 If a mowing operation cannot be thoroughly completed within the designated time frame, an employee of Los Angeles County shall be immediately notified through the Contractor's communication network.

### **19.0 GROUP I MANAGEMENT/SUPERVISION - Mowing**

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

### **GROUP II General Landscape Maintenance**

#### **20.0 MECHANICAL EDGING**

- 20.1 All, turf edges, including designed edges in flowerbeds, shall be kept neatly edged and all grass invasions must be eliminated.
- 20.2 All turf edges, including but not limited to; sidewalks, patios, drives, curbs, shrub beds, flower beds, groundcover beds, around tree bases, and along lakes and streams shall be edged to a neat and uniform line.
- 20.3 Mechanical edging of turf shall be completed as one operation in a manner that results in a well-defined, V-shape edge that extends into the soil. Such edging shall be done with a power edger with a rigid blade.
- 20.4 All turf edges shall be trimmed or limited around: sprinklers to provide optimum water coverage, valve boxes, meter boxes, backflow devices, park equipment and other obstacles.
- 20.5 All groundcover and flower bed areas where maintained next to turf areas shall be kept neatly edged and all grass invasions eliminated.
- 20.6 Walkways shall be cleaned immediately following each mechanical edging to remove accumulated debris and limit hazardous conditions.
- 20.7 All concrete curbing must be edged with a blade edger.

## STATEMENT OF WORK PARK MAINTENANCE SERVICES

### 21.0 WEED REMOVAL

- 21.1 All grass-like type weeds, morning glory or vine-weed types, ragweed or other underground spreading weeds shall be kept under strict control.
- 21.2 Methods for removal of weeds can incorporate one or all four of the following:
  - a. Hand removal (Mechanical)
  - b. Cultivation
  - c. Chemical Eradication
  - d. Mulching
- 21.3 Remove or control all weeds and grasses from the following areas: beds, planters, walkways, ball diamonds, hard court areas, picnic pavilions, drainage areas, play areas, patios, expansion joints in all hard surface areas, driveways, roadways, parking lots, drainage areas, slopes and hillsides, bare areas, and undeveloped areas.
- 21.4 Remove all weeds, mechanically, from shrub beds, planters, and other cultivated areas. Further, more “naturally kept” areas may also be candidates for invasive weed removal through mechanical or chemical means but should be investigated further for protection of native species if within habitat interfaces.
- 21.5 Weeds treated with a contact weed chemical shall be left in place for a minimum of seven (7) days. If kill is not complete, additional application(s) shall be made, at no additional cost to the County, until target species are eliminated.
- 21.6 Weeds treated using a systemic chemical shall be left in place per manufacturer's recommendation. If kill is not complete by the time specified in the manufacturer's recommendation a second application, at no additional cost, shall be made.
- 21.7 After complete kill, all dead weeds shall be removed from the areas.
- 21.8 Spot treat with a portable sprayer or wick wand using an effective herbicide applied per manufacturer's recommendation. Water shall not be applied to treated areas for forty-eight (48) hours after each application.
- 21.9 Treatments shall be made, or attempted to be made, prior to weeds flowering. If weeds have completed blooming, care should be applied to minimize dispersal of seed during maintenance events.
- 21.10 Contractor will provide a plan within three (3) days of contract execution or by agreed upon date with Contract Manager to abate and remove weeds in compliance with the County's accepted methods. As needed, Contractor shall train staff on measures needed to comply with County's directive to abate and remove weeds.



## **STATEMENT OF WORK PARK MAINTENANCE SERVICES**

- 21.11 Mechanical removal must be attempted before the use of chemicals. The Contractor shall consult with the Contract Manager on allowable products prior to using any chemicals.
- 21.12 Any compost or mulch purchased by the Contractor shall be SB 1383 compliant. Contractor is responsible for verifying that any compost or mulch comes from an SB 1383-compliant source prior to purchasing. Contractor shall provide documentation to the Contract Manager showing the quantity of mulch or compost purchased, the date of purchase, and the name and address of the facility where the compost or mulch was produced.
- 21.13 Contractor shall identify methods of weed control used in flowerbeds after they are planted for the season and prior to planting annuals. Contract Manager will document specific Contract language showing how Contractor will control weeds in flowerbeds in accordance with the County's BMPs.
- 21.14 For planter beds, Mechanical or chemical removal of weeds is prohibited, unless approved by the Director. Weeds are to be removed manually with non-mechanical tools.

### **22.0 LITTER CONTROL**

- 22.1 Complete policing and litter pickup to remove paper, rocks, glass, trash, undesirable materials, including fallen tree branch(es) that could fit in the bed of a mini-truck and be handled by one person, without reduction, siltation and other accumulated debris upon the hard surfaces, developed, bare and undeveloped areas to be maintained, including but not limited to: walkways, roadways, service yards, between and around planted areas, steps, planters, drains, stream beds, areas on slopes from the toe or top of slope to ten feet up or down the slope adjacent to developed areas, catch basins, play equipment, sand/Fibar areas, turfed areas, and Skate Parks.
- 22.2 Complete policing, litter pick up and supplemental hand sweeping of parking lot corners and other parking lot areas inaccessible to power equipment shall be accomplished to ensure a neat appearance.
- 22.3 Complete removal of floating debris and litter in lakes and/or streams.
- 22.4 Litter pickup shall be completed as early in the day as possible, but in no case later than 10:00 a.m.
- 22.5 Trash cans and any other large materials placed into the lakes or streams shall be removed.
- 22.6 Submerged debris within ten (10) feet of the incline of the lake shall be removed daily.
- 22.7 Litter shall be removed from all riding and hiking trails and ten (10) feet on either side of trails.
- 22.8 Litter shall be removed from developed irrigated slope areas and undeveloped areas (10 feet out, up or down) adjacent to developed areas or roadways.

## **STATEMENT OF WORK PARK MAINTENANCE SERVICES**

- 22.9 Litter picked up on site shall be placed in trash bins and not in trash containers.
- 22.10 All such materials collected must be managed onsite or taken to an approved organic processing facility. If using an off-site organic waste processing facility, then the Contractor shall provide the County with contact and location information for the facility. If the organic waste is managed on-site at the generating facility, the Contractor shall train facility staff in managing the green waste to compost the acceptable materials.
- 22.11 Dog waste stations shall be refilled prior to 10:00 am, on an as needed basis. Bags and stations will be provided by County.

### **23.0 TRASH CONTAINERS**

- 23.1 Exterior trash containers shall be emptied prior to 10:00 a.m. and all materials shall be placed in appropriate trash bin(s).
- 23.2 Receptacles shall be conveniently located for public use and returned daily to such locations if receptacles are displaced by third parties.
- 23.3 Containers or related appurtenances shall be cleaned and painted to avoid concentrations of insects and not detract from the overall appearance of the area.
- 23.4 Containers shall be painted and stenciled as needed.
- 23.5 Containers shall be fifty-five (55) gallon drums.

### **24.0 TRASH BIN REMOVAL**

- 24.1 All trash and accumulated debris shall be placed in appropriate designated trash bin(s) each day.
- 24.2 A designated storage area will be provided for the trash bin(s).
- 24.3 The Contractor shall be responsible for providing all necessary trash bins; and off-site removal of all trash and accumulated debris to an approved disposal site.
- 24.4 Trash trucks shall not be permitted on park turf areas.
- 24.5 Contractor shall also report to the Contract Manager on quantities of green waste hauled away from County facilities and green waste reused onsite. As needed, Contractor shall train staff on measures needed to comply with County's directive to recycle green waste.

### **25.0 RAKING**

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

### **26.0 PRUNING AND HEDGE TRIMMING**

- 26.1 Clearance

## STATEMENT OF WORK PARK MAINTENANCE SERVICES

- a. Maintain trees to achieve an eight (8') foot clearance for all branches within the developed park area and fifteen feet (15') clearance for branches overhanging beyond curb line into the paved section of roadways and hiking and riding trails. Prune all plant materials where necessary to maintain access and safe vehicular and pedestrian visibility and clearance and to prevent or eliminate hazardous situations.
  - b. All wounds one inch in diameter or over shall be painted with asphaltic base tree paint immediately after pruning.
  - c. Shear fence lines to limit growth to just outside of chain link fabric.
- 26.2 Trim designated formal plant materials to maintain formal hedges and topiary work.
- 26.3 Plant ties shall be checked frequently and either retied to prevent girdling or removed along with the stakes when no longer required.
- 26.4 Remove all new growth on trees up to the appropriate height clearances.
- 26.5 Remove all dead shrubs and trees. Trees to be removed shall have a caliper of three (3) inches or less measured six (6) inches above the ground level.
- 26.6 Staking and Tying
- a. Replacement of missing or damaged stakes where the tree diameter is less than three (3) inches.
  - b. Stake in those cases where tree has been damaged and requires staking for support.
  - c. Stake new trees or recently planted trees which have not previously been staked.
  - d. Materials
    - 1. Tree stakes, two (2) per tree, shall be pentachlorophenol treated lodge pole pine not less than eight (8) feet in length for five (5) gallon size trees not less than ten (10) feet for fifteen (15) gallon trees.
    - 2. Guy wires where required, and plant ties will be of pliable, zinc-coated ten (10) gauge using two (2) ties per tree.
    - 3. Hose for covering wire shall be either new or used garden hose at least one-half (1/2) inch in diameter (hose ties should allow for minimum of three (3) additional inches of clearance beyond the diameter of the branch or trunk being secured).
    - 4. Stakes will not be placed closer than eight (8) inches from the bark.
- 26.7 Groundcover
- All dead, diseased and unsightly branches, vines or other growth shall be removed as they develop. All groundcover areas shall be pruned to maintain a neat edge along planter box walls. Any runners that start to climb buildings, shrubs or trees shall be pruned out of these areas.

## STATEMENT OF WORK PARK MAINTENANCE SERVICES

- 26.8 Damaged trees shall be staked and tied within twenty-four (24) hours. Replacement stakes or new staking shall be completed within five (5) days.
- 26.9 Remove and place in appropriate trash bin(s) all clippings the same day that plant materials are pruned or trimmed.
- 26.10 Contractor shall not dispose of green waste material(s) in a landfill. Contractor shall identify means to the Contract Manager for proper management, through composting, recycling, or reuse, of green waste materials, such as vegetative cuttings, shrubs, brushes, grasses, tree trimmings, and pruning.

### 27.0 SWEEPING

- 27.1 Check concrete areas for cracks, crevices and deterioration and notify the Director or designee in writing within twenty-four (24) hours and barricade hazards immediately. Contractor shall also report any hazards to the Maximo Call Center to create a work order.
- 27.2 Walkways, steps, hard court areas, picnic pads, picnic shelters, patios, and Skate Parks shall be cleaned including but not limited to; the removal of all foreign objects from surfaces such as gum, grease, paint, graffiti, broken glass, etc.
- 27.3 Methods for sweeping of designed areas can require one or all of the following:
  - a. Power pack blowers
  - b. Vacuums
  - c. Brooms
  - d. Push power blowers
- 27.4 In the event the Contractor elects to use power equipment to complete such operations, the Contractor shall be subject to local ordinances regarding noise levels. The Contractor shall not use any power equipment prior to 7:00 a.m. Further, any schedule of such operations may be modified by the Director or designee in order to insure that the public is not unduly impacted by the noise created by such equipment.
- 27.5 Supplemental hand sweeping of parking lot corners and other parking lot areas are required in those areas inaccessible to power equipment.
- 27.6 Sweeping operation of the hardcourt areas, including but not limited to tennis courts, in conjunction with washing shall not be performed on the same day. One operation shall be performed at the beginning of the week and the other operation at the end of the week. (i.e., Sweeping performed on Monday or Tuesday and washing performed on Thursday or Friday.)

### 28.0 WASHING

- 28.1 Tennis Courts/Hard Court Areas/Skate Parks

## STATEMENT OF WORK PARK MAINTENANCE SERVICES

Contractor shall use gas power pressure washer for all washing of designated concrete walkways. Equipment specifications are listed below:

- 1) PSI range between 2400 to 5000 GPM
- 2) Spray range between 2.4 to 4.0 gallons per minute
- 3) Cold Water Pressure Washer

Washing operation of the hardcourt areas, including but not limited to tennis courts, in conjunction with sweeping shall not be performed on the same day. One operation shall be performed at the beginning of the week and the other operation at the end of the week. (i.e., sweeping performed on Monday or Tuesday and washing performed on Thursday or Friday).

Unless directed otherwise, or instructed by the Director or designee, Contractor shall use a water broom to wash tennis courts. Water broom to be approved by the Director or designee but needs to be provided by the contractor.

- 28.2 Picnic Table Pads, Shelter, Patios and Designated Hard Surface Areas.  
The above shall be thoroughly washed (cleaned) to remove accumulated materials.

- 28.3 Patio Areas used for Food Service  
Patio areas used for food service shall be washed (cleaned) to remove accumulated materials before 10:00a.m. or per recreation schedule.

- 28.4 In case of drought, as instructed by the Director, Contractor shall use water broom to wash tennis courts/basketball courts, picnic table pads, shelters, kitchen, and patio areas used for food service.

- 28.5 Dog Park - Concrete pavement, drinking fountains, picnic benches, pole footings, and any other hard surfaces

The above shall be thoroughly washed (cleaned) to remove accumulated materials and wiped dry.

- 28.6 Any washed areas should be left dry and ready to use.

### 29.0 GRAFFITI ERADICATION AND CONTROL

- 29.1 Graffiti eradication and control shall include all surfaces to the following areas as noted.

#### Exterior

- a. All exterior wall surfaces.
- b. Park Signs and Park Fountains
- c. Wooden Bridges and Play Structures
- d. Picnic Pavilions, patios, tables and slabs

## **STATEMENT OF WORK PARK MAINTENANCE SERVICES**

- e. Restrooms and Comfort Stations - all exterior wall, window and door surfaces
- f. County Service Yard and Buildings
- g. Concrete and Block Walls
- h. Concrete walks throughout the park.
- i. Curbs in parking lots and on streets and drives.
- j. Trash Barrels
- k. Doors
- l. Other surfaces within the park.

### Interior

- a. Park offices, meeting rooms, and storage rooms
  - b. Restrooms and comfort stations - all interior walls, doors, cabinets and windows.
- 29.2 All materials and processes used in graffiti eradication shall be non-injurious to surfaces and adjacent park property, and approved by CAL-O.S.H.A.
- 29.3 Appropriate surface preparation shall be made on painted walls, and paint applied shall be the exact shade of color as existing paint, unless otherwise specifically approved by the Director or designee.
- 29.4 The Contractor shall use special care and attention when removing graffiti from treated or sealed surfaces. Such surfaces shall not be painted. The Contractor shall use materials, and methods of application, as provided and approved by the Director or designee.
- 29.5 The Contractor is not required to sandblast walls or walkways.
- 29.6 The Contractor shall clean spills, spatters, and runs from graffiti removal operations as a part of each operation.
- 29.7 Graffiti removal also includes the removal of stickers.

### **30.0 SAND/FIBAR/WOODCHIPS AND/OR PLAYGROUND SURFACES PLAY AREAS/PLAYGROUND EQUIPMENT/FITNESS ZONE**

- 30.1 All playground sites and fitness zone equipment shall be inspected at the start of each workday and before 8:00 a.m. The Contractor shall complete a daily written report as prescribed by the County for each play area on a Daily Facility/Equipment Inspection Report form provided by the Director or designee.
- 30.2 The Contractor shall sign, date and send, via facsimile, each Daily Facility/Equipment Inspection Report to the Director or designee prior to 2:00 p.m. on the date of the actual inspection.

**STATEMENT OF WORK  
PARK MAINTENANCE SERVICES**

- 30.3 Any play area component (condition or portion of a play area) showing signs of wear, fatigue or otherwise presenting an unsafe condition shall be reported immediately to the Director or designee upon detection. Written comments describing unsafe conditions shall also be included in the Daily Facility/Equipment Inspection Report.
- 30.4 All playground sites and equipment shall be neatly groomed at the start of each workday and before 8:00 a.m.
  - 30.4.1 The entire sand/fibar and/or playground surfaces play area shall be cleaned, raked to a depth of 5 inches and raked level. All foreign and hazardous materials shall be removed. All sand/fibar and/or playground surfaces play areas shall be maintained free of weeds, litter, cans, pop tops, broken glass and other harmful and unsightly debris.
  - 30.4.2 Special attention shall be made to low and "dished out" sand/fibar areas around play equipment. These sand/fibar areas shall be leveled by distributing sand/fibar from high areas to low areas.
  - 30.4.3 During the leveling and distribution of sand/fibar no concrete footing shall be exposed. Each footing shall be covered to provide adequate cushioning and prevent tripping.
  - 30.4.4 During regular maintenance, the raking and filling of depressions shall be done in a manner to prevent material compaction.
  - 30.4.5 The sand/fibar fall zone areas are considered to be locations eight (8) feet around and below the play area. These areas shall have a cushioning potential of twelve (12) inches. In order to achieve this cushioning requirement, the Contractor shall provide rototilling once per week in all fall zone areas. The Contractor shall notify the Director or designee as soon as possible if the twelve (12) inch cushioning cannot be achieved.
  - 30.4.6 Cushioning to twelve (12) inches means the loosening of surface material to absorb the shock from play activity.
- 30.5 Equal access play areas and their resilient surfaces shall be thoroughly swept to remove sand/fibar, silt and debris following each litter and debris removal. Any cracks, tears, rips or holes shall be reported immediately to the Director or designee upon detection. Written comments describing unsafe conditions shall also be included in the Daily Facility/Equipment Inspection Report.

**31.0 PICNIC AREAS/SHELTERS**

**Daily Operations**

- 31.1 Picnic tables, benches, slabs, braziers and trash containers and receptacles shall be spot cleaned and sanitized to insure safe use by the public.

## STATEMENT OF WORK PARK MAINTENANCE SERVICES

- 31.2 Picnic tables and benches shall be checked for graffiti, carvings, looseness of planks or braces, cleanliness and general need of repair.
- 31.3 Picnic tables, cooking grills, braziers, fireplaces, sinks, food preparation surfaces and fire rings shall be inspected for safety hazards and general need of repair.
- 31.4 The Contractor's observation of safety hazards or the general need of repair of braces, braziers, picnic tables, cooking grills, fireplaces, sinks, food preparation surfaces and fire rings shall be immediately reported to the Director or designee.
- 31.5 Ashes, partially burned charcoal, garbage and leftover food in and around cooking and picnic facilities and fire rings shall be removed.
- 31.6 The entire picnic area, including shelters, shall be kept free of broken glass, cans, pop-tops, paper, etc.
- 31.7 Empty all trash containers.

### Weekly Operations

- 31.8 Clean and sanitize all pads, benches, walls, splashboards, cupboard doors, stoves, dispensers, sinks, trash containers and food preparation surfaces. Note that special care is to be taken in the selection of products used in the food preparation areas. Remove all tacks, staples, strings and other objects.
- 31.9 Thoroughly clean, wet mop, and disinfect floors taking care to clean corners and around other obstacles.

### Monthly Operations

- 31.10 Clean out hot coal receptacles, report any missing parts and thoroughly remove all coals and debris from receptacles.

## 32.0 DRINKING FOUNTAIN MAINTENANCE

- 32.1 The Contractor shall maintain all interior and exterior drinking fountains by performing the following daily operations:
  - a. Drinking fountains shall be cleaned and disinfected.
  - b. Leaking fixtures, clogged or stopped up drains and damaged fountains that cannot be repaired by tightening the fixture to stop the leak, unclogged by using a "plumber's helper" or a short snake to clear the drain shall immediately be reported to the Director or designee orally and thereafter in writing. For leaking fixtures that cannot be stopped as indicated in this Subparagraph, the water valve shall be turned off.
- 32.2 The County shall be responsible for the repair or replacement of drinking fountains and fixtures. Additional compensation may be authorized, at the



## STATEMENT OF WORK PARK MAINTENANCE SERVICES

discretion of the Director or designee, for the Contractor to perform said work.

### 33.0 AERIFICATION

- 33.1 Aerate all turf areas by using a device that removes cores to a depth of two (2) inches at not more than six (6) inch spacing.
- 33.2 Turf aerification shall be accomplished during the period of April through November, at the frequency established in the Pricing and Billing Schedule and Performances Frequencies, Exhibit A of the Contract.
- 33.3 Flag sprinkler/irrigation heads prior to commencing this task.

### 34.0 FERTILIZATION

- 34.1 All fertilizer/micronutrients shall be approved by the Director or designee prior to application.
- 34.2 Application of the fertilizer shall be done in sections, determined by the areas covered by each irrigation system. All areas fertilized shall be thoroughly soaked immediately after fertilization.
- 34.3 All turf areas shall receive not less than one (1) pound of actual available nitrogen in a balance fertilizer form for each one thousand (1,000) square feet of turf area. All fertilizer shall be inorganic and granular in form with an approximate ratio of 4-1½ -2.
- 34.4 Application of topdressing shall proceed after the Shatter tine aeration (La Crescenta Area Parks as instructed by the Director).
- 34.5 Areas shall be fertilized utilizing ratios and mixtures recommended by the Director or designee at the rate of application per the manufacturer's recommendation.
- 34.6 Fertilization to occur as scheduled by the Director or designee for the period following broadleaf eradication.

### 35.0 RODENT CONTROL

- 35.1 All areas shall be maintained free of rodents including, but not limited to, gophers and ground squirrels causing damage to turf, shrubs, groundcover, trees, and irrigation system. Fumitoxin (Aluminum Phosphide) will be used for this control or an approved equal as approved by the Director.
- 35.2 Effects of rodent activity: holes, mounds, etc., shall be backfilled, removed or raked level before mowing the facilities.
- 35.3 Infestation eradication means the elimination of all rodents present at the time of treatment. If the kill is not complete within forty-eight (48) hours, the area shall be retreated, at the Contractor's expense, until eradication is complete.

## **STATEMENT OF WORK PARK MAINTENANCE SERVICES**

### **36.0 SWALES AND DRAINS**

- 36.1 The Contractor shall maintain all swales and drains in an operable condition, and free of siltation and debris so that water will have an unimpeded passage to its outlet, by performing the hereinafter specified operations and all other work incidental thereto.
- 36.2 Swales shall be inspected and kept clear of all silt, debris and litter.
- 36.3 Drains and collection boxes shall be cleaned and cleared of all debris.
- 36.4 Drain grates shall be inspected to restrict hazards. The Contractor shall immediately inform the Director or designee of any broken or missing grates, and secure same to keep the area safe for public use.

### **37.0 SERVICE YARD AND STORAGE AREA**

- 37.1 The County, at its discretion, may provide storage and office facilities for the Contractor's use within the premises. In such case, the Contractor is prohibited from use of said facility for the conduct of any of its business interests that are outside the scope of this Contract. Further, said facility shall not be used for human habitation, other than a night watchman or patrolman as specifically approved by the Director or designee.
  - The Contractor, at its own risk, may store equipment and materials required for maintenance of the premises in said facility. However, the Contractor must, at all times, employ the use of safety standards and handling procedures as are applicable to such equipment and materials.
- 37.2 The Contractor shall not dispose of hazardous materials on the premises. All such hazardous materials collected on the premises shall be properly stored on a temporary basis, thereafter to be disposed of by the Contractor at an approved disposal site.
- 37.3 Service yard and storage areas must be swept and kept clean of all and debris.
- 37.4 Undesirable materials, including but not limited to trash, accumulated debris, equipment that is no longer usable for the purpose it was intended for, shall be removed from the service yard and storage area(s).
- 37.5 Damage or loss to the Contractors equipment, materials and/or personal property shall be at the Contractor's sole risk and expense. The Contractor hereby agrees to hold the County harmless and waive any claims for damage for loss of use of any equipment, materials and/or property that may occur at County provided storage facilities.

### **38.0 DOG WASTE STATIONS**

- 38.1 The Contractor shall maintain dog waste stations by performing the following daily operations:
  - a. Dog waste stations shall be cleaned and disinfected.

**STATEMENT OF WORK  
PARK MAINTENANCE SERVICES**

- b. The Contractor shall replenish dog waste bags prior to 8:00 a.m.; County will provide the dog waste bags.
  - c. The Contractor shall empty the Dog waste receptacles prior to 8:00 a.m. Trash can liners/trash bags are to be provided by the contractor.
- 38.2 The County shall be responsible for the repair or replacement of dog waste stations and fixtures. Additional compensation may be authorized, at the discretion of the Director or designee, for the Contractor to perform said work.

**39.0 GROUP II SITE INSPECTION/REPORTING-General Landscape Maintenance**

- 39.1 Prior to proceeding with any Group II task, the site is to be inspected by a knowledgeable and responsible employee of Los Angeles County, who will determine the practicality of initiating the operation.
- 39.2 If an operation cannot be thoroughly completed within the designated time frame, an employee of Los Angeles County shall be immediately notified through the Contractor's communication network.

**40.0 GROUP II MANAGEMENT/SUPERVISION-General Landscape Maintenance**

- 40.1 The Contractor has the responsibility of providing fully trained and qualified personnel as well as appropriate materials, supplies and equipment.
- 40.2 This staff's activity is to be closely monitored to detect operational irregularities and non-compliance with contractual requirements. It is the Contractor's executive, management, and supervisory staff's responsibility to see that the organization daily oversees the activities of its staff, throughout the range of its activities, and does not delay, ignore, or otherwise limit contractual obligations to a task, site, or operational request from the Director or designee.
- 40.3 The Contractor's crew leader and operational staff, as well as their supervisory and management staff, shall be fully versed in the operational mandates and timelines. An outline of the task requirements, schedule, and timelines for each facility shall be kept with each operating crew.
- 40.4 The Contractor's executive, management, or supervisory staff shall provide ongoing follow up behind operations to insure compliance. Neither the County's deficiency notifications, imposed deductions, nor inspections shall be utilized as substitutions for on-going direction and management of the Contractor's staff.

**GROUP III-Sports Field Maintenance**

**41.0 SPORTS FIELD MAINTENANCE**

All ballfield areas within the premises shall be maintained at a level that insures a safe playing condition. Said ballfields, including appurtenant backstops, fencing, bleachers and walkways shall be inspected daily and the Director or designee informed immediately thereafter, of any hazardous conditions thereat, or of any

## STATEMENT OF WORK PARK MAINTENANCE SERVICES

supplemental needs therefor. For maintenance of the infield skinned area, a Utility bunker rake compact motorized vehicle, or equal consisting of three or four wheels shall be used.

### 41.1 On-Going Ballfield Preparation

The following progression is necessary to prepare a ballfield for each day's play:

- a. The home plate, pitcher's mound, 1st, 2nd, and 3rd base areas surface materials shall be loosened, raked, shaped, and the areas leveled. The surface material that has worked away from these areas must be replaced and tamped down firmly.
- b. All other depressions in the skinned area should be graded level and tamped down firmly.
- c. Lightly water the skinned portion of the infield and then drag and level with a Maxwell Steel Planner Drag or its equal, to break the crust and regrade the infield.
- d. Give the skinned areas a finished surface with a drag mat. Said drag, similar to a metal foot scraper constructed of heavy interwoven metal squares, is used to provide a finished surface. If a vehicle is used to tow the drag mat, make sure that the speed is slow enough to prevent the surface material from being thrown into the outfield grass or out of the skinned areas. Particular care shall be given to the transition zone between grass and skinned area surface so that it is smooth.
- e. After smoothing the surface with the drag mat, small pebbles and other debris, shall be removed.
- f. The skinned portion of the diamond shall be thoroughly watered with the proper amount of water to provide a suitable condition for play. As a rule, after about 1/2 hour of watering, the appearance of small water bubbles should indicate sufficient watering. In the watering of the diamond, the correct procedure is to water away from the body with the hose to the rear. Do not walk on the watered areas.
- g. As the field dries, clean and wash down dugouts, bleachers, concrete pads, and walks around the diamond. Make sure that the runoff from this operation does not create hazardous or unplayable conditions in the area.
- h. Make sure that the base pegs, pitching rubber, quick couplers, valve box covers, and sprinkler heads are visible.

### 41.2 Periodic Maintenance Operations

- a. The berm buildup that is created from play and the dragging operations shall be regularly raked level to insure a smooth transition between the skinned portion of the infield and the grass portion of the outfield.

## STATEMENT OF WORK PARK MAINTENANCE SERVICES

- b. Turf and weed encroachment shall be prevented within the skinned portion of the ballfield.
- c. A smooth line shall be kept between the turf grass and skinned portion of the ballfield by either mechanically edging or chemical application.
- d. Seasonally excessively wet diamonds may require the working of the skinned area until it is dry enough to prepare for play. Acceptable techniques shall be utilized to provide a playable diamond. If rain has stopped, and water is standing on the diamonds, Contractor shall broom, squeegee, absorb or otherwise remove standing water from the skinned portion of the diamond to help dry it for play.
- e. A soil sterilant or herbicide shall be applied under all fencing that does not have concrete mow strips.
- f. Foul lines and out-of-bound lines that extend into turf areas shall be burnt in on a regular basis to insure their visibility.

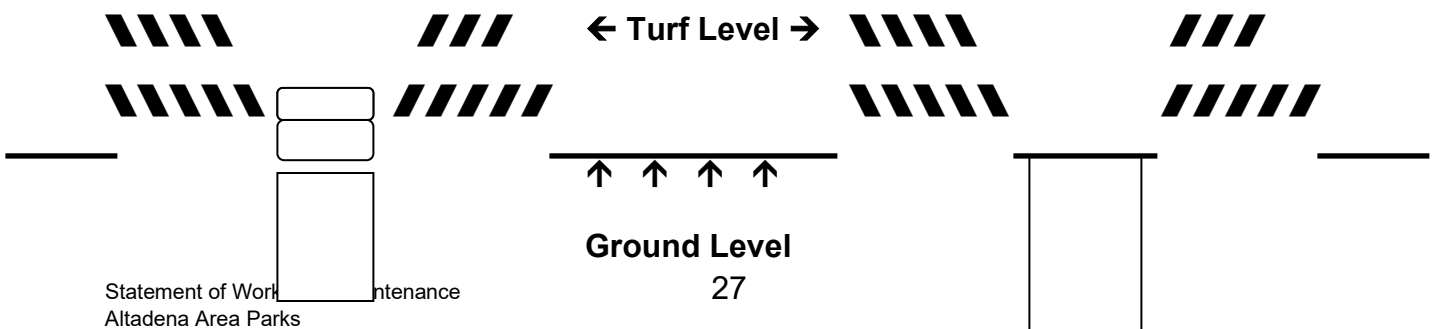
### 41.3 Scheduling of Maintenance Operations

Ballfield shall be prepared daily in compliance with the schedule of recreation use as set forth by the Director or designee. Said schedule shall be prepared by the appropriate recreation staff and forwarded by the monitor to the Contractor.

- 41.4 In the event that the Contractor elects to use power equipment to complete such operations, the Contractor shall be subject to local ordinances regarding noise levels. The Contractor shall not use any power equipment prior to 7:00 a.m. Further, any schedule of such operations may be modified by Director or designee in order to insure that the public is not unduly impacted by the noise created by such equipment.

### 41.5 Detailing Sports Field Areas

Sports fields shall be mechanically detailed with a weed eater or similar device on a weekly basis. The grass shall be trimmed even with the top of the sprinkler head or valve box so that the soil is not "dished" around the heads or boxes and no hazard is created or allowed to exist. Detailing should be done according to the following illustrations:



## STATEMENT OF WORK PARK MAINTENANCE SERVICES



### Irrigation Head

### Valve Box

#### 41.6 Horseshoe Pit Maintenance

Horseshoe Pits shall have their pegs properly oriented and placed. Eroded pit materials shall be returned to the pit and graded so that water applied to its surface will run away from the pit. Ball diamond "mound mix", only, will be used as a pit material.

#### 41.7 Equestrian Arena Maintenance Operations

##### 41.7.1 Daily Operations

- a. All areas shall be maintained at a level that ensures a safe condition. Equestrian Arena includes all wood and metal fencing, surrounding turf, trees, shrubs, groundcover, irrigation system, horse-drinking trough, entrance arena, and all surface areas of dressage, exercise, groom, and congregation of horses. Inspections shall be made daily prior to 7:00 AM, and the Director or designee shall be informed immediately thereafter of any hazardous conditions thereat, or any supplemental needs thereof. Unless otherwise specified, all contract specifications of this contract which govern the contractor's completion of required obligations shall apply to Equestrian Arena maintenance.
- b. All horse feces shall be scooped-up, placed into a double-plastic bag, tied closed, and disposed of with normal trash dumpster waste. This shall be accomplished prior to 8:00 AM and again before 1:30 PM.
- c. Fifty-five (55) gallon trash cans shall be emptied and placed outside of all perimeter fence areas of the Equestrian Arena.
- d. Fill the horse-water trough 1/3 of the way from the bottom of trough.
- e. Lightly water all surface areas of the dressage, exercise, groom, and congregation of horses, and then drag and level with a steel drag mat acceptable to the Director or designee. A light utility vehicle must be used, acceptable to the Director or designee, such as a John Deere Gator, shall be used to drag the surfaces.
- f. After smoothing the surface with the drag mat, small pebbles and other debris shall then be removed.
- g. Special attention shall be given to the metal fence railing that surrounds the large interior oval ring. The build-up of sand at the base and under said railing is to be leveled with the use of an aluminum landscape rake.
- h. It is important to note that once the leveling process described in subsections (e), (f), and (g) above is completed, the interior and

## STATEMENT OF WORK PARK MAINTENANCE SERVICES

exterior of the fence and arena areas should be at the same flat surface level.

- i. Low spots or locations of surface indentation shall be leveled using hand tools, such as shovels, aluminum landscape rakes, steel-bow rakes, etc.
- j. The Contractor shall make every effort to keep all areas in the Equestrian Arena in a level condition.
- k. No pesticide use is permissible within the areas designated for dressage, exercise, and congregation of horses.

### 41.7.2 Weekly Operations

- a. The Contractor shall mechanically remove all weeds in all surface areas of dressage, exercise, groom and congregation of horses.
- b. The Contractor shall clean the horse water trough and remove all leaves, debris, and any other foreign matter. Cleaning solvents or cleansers are not permissible.
- c. The Contractor shall check and inspect all irrigation components to ensure proper coverage and operability.
- d. The Contractor shall monitor the irrigation-watering schedule as follows, unless otherwise instructed by the Director or designee:
  - Watering shall be seven (7) days per week
  - Twice per day: first watering 6:00 AM, second watering 1:00 PM.
  - Cycle run time: four (4) minutes per station.

### **42.0 GROUP III SITE INSPECTION/REPORTING - Sports Field Maintenance**

- 42.1 Prior to proceeding with sports field maintenance operations, the site is to be inspected by a knowledgeable and responsible employee of Los Angeles County, who will determine the practicality of initiating the operation.
- 42.2 If an operation cannot be thoroughly completed within the designated time frame, an employee of Los Angeles County shall be immediately notified through the Contractor's communication network.

### **43.0 GROUP III MANAGEMENT/SUPERVISION - Sports Field Maintenance**

- 43.1 The Contractor has the responsibility of providing fully trained and qualified personnel as well as appropriate materials, supplies, and equipment.
- 43.2 This staff's activity is to be closely monitored to detect operational irregularities and non-compliance with contractual requirements. It is the Contractor's executive, management, and supervisory staff's responsibility to see that the organization daily oversees the activities of its staff,

## **STATEMENT OF WORK PARK MAINTENANCE SERVICES**

throughout the range of its activities, and does not delay, ignore, or otherwise limit contractual obligations to a task, site, or operational request from the Director or designee.

- 43.3 The Contractor's crew leader and operational staff, as well as their supervisory and management staff, shall be fully versed in the operational mandates and timelines. An outline of the task requirements, schedule, and timelines for each facility shall be kept with each operating crew.
- 43.4 The Contractor's executive, management, or supervisory staff shall provide on-going follow up behind operations to insure compliance. Neither the County's deficiency notifications, imposed deductions, nor inspections shall be utilized as substitutions for on-going direction and management of the Contractor's staff.

### **GROUP IV– Interior Building Maintenance**

#### **44.0 INTERIOR BUILDING MAINTENANCE**

- 44.1 Pickup debris, trash, and remove cobwebs and other foreign materials from doors, walls, ceilings, partitions, vents, etc.
- 44.2 Dust counter tops and other horizontal surfaces.
- 44.3 Remove, empty, clean and disinfect all trash receptacles.
- 44.4 Stack chairs on tables and clear floor area.
- 44.5 Inspect and replace burnt out lights and tubes.
- 44.6 Remove all graffiti using graffiti removal materials, scrubbing techniques or paint when applicable.
- 44.7 Clean doors, door frames, light switch, kick and push plates and handles.
- 44.8 Clean and disinfect top and sides of drinking fountains and scrub and dry fixtures.
- 44.9 Sweep and dust mop floors taking care to clean corners and around obstacles.
- 44.10 Spot mop around entryways and all stains and spills.
- 44.11 Replace chairs, tables and containers, etc.
- 44.12 Deodorize room.
- 44.13 Immediately notify the Director or designee of any irregularities or hazards.
- 44.14 All areas shall be left clean and free of streaks, stains, film, debris, water spots and odors.
- 44.15 Thoroughly vacuum carpeted floors, taking care to clean corners and around obstacles.
- 44.16 Clean and disinfect all furniture including desks, chairs and tables.
- 44.17 Dust all exposed cabinets, bookcases, shelves and legs.
- 44.18 Empty, clean and sanitize all kitchen trash containers.



## **STATEMENT OF WORK PARK MAINTENANCE SERVICES**

- 44.19 Thoroughly mop and disinfect kitchen floors, taking care to clean corners and around other obstacles.
- 44.20 Inspect and refill all Kitchen Dispensers.
- 44.21 Wash and sanitize all kitchen walls, splashboards, cupboard doors and dispensers.
- 44.22 Clean and sanitize stoves, ovens, refrigerators, other appliances and food preparation surfaces. Note that special care is to be taken in the selection of products used in the food preparation areas.
- 44.23 Sweep and dust wood floors with commercial sweeping material daily.
- 44.24 Spot clean and remove foreign materials from the wood floors daily as necessary. Damp mop to remove spills and soiled spots only.
- 44.25 Buff the wood floors with a No. 2 steel wool pad or equivalent.
- 44.26 Dust and disinfest all telephones.
- 44.27 The Contractor shall provide appropriate hardwood floor products necessary to maintaining sealed-wood floors and submit to the Director or designee a copy of the floor care program contractor proposes to follow.
- 44.28 Twice a week or more frequently if warranted, due to excessive use of floors. Turkish towels will be immersed completely in an amount of Hil-Shine product, making sure to follow the label recommended rates and applications, then wrung out thoroughly to allow dampness but not excessive solution on floors. Towels should be rinsed frequently to ensure a clean and thorough job. After each use, towels will be wrung out and hung up to dry. A thirty-inch stiff bristle push broom or proper broom handle and frame should be used to drape the turkish towels over to utilize widest possible coverage of the floor. Both sides of the towels should be used during mopping procedures. If possible, building should remain closed for approximately an hour to allow complete drying of floor.

### **45.0 PERIODIC INTERIOR BUILDING MAINTENANCE**

#### Weekly

- 45.1 Dust and disinfect all telephones.
- 45.2 Machine buff resilient floors.

#### Monthly

- 45.3 Wash all windows and glass doors.
- 45.4 Strip, clean, refinish and machine polish (Director or designee shall approve the type of non-skid wax) resilient floors.
- 45.5 Dust venetian blinds.

### **46.0 GYMNASIUM FLOOR MAINTENANCE**

## STATEMENT OF WORK PARK MAINTENANCE SERVICES

- 46.1 The Contractor shall maintain the gymnasium floor by performing the following operations. All phases of these procedures will be followed to ensure the complete cleaning and removal of fine debris from the floors.
- 46.1.1 Where applicable, walk-off mats will be removed to outside where they will be swept with a corn broom to remove as much dirt and abrasive particles as possible. This must be done to enhance the mats protective potential.
  - 46.1.2 The entire floor will be swept, including under bleachers, with soft bristle tampico brooms. Remove all trash and debris that is collected. Any spots of gum must be removed with a plastic putty knife. Any spills of soda will be spot damp mopped as well as around drinking fountains and bleacher areas. Use a small amount of Hil-Shine in a mop bucket. Scuff marks may be removed with damp fine steel wool by scrubbing lightly.
  - 46.1.3 A previously prepared (treated) dust mop will be used each day following the brooming of the floor. Following the dust mopping of the floor, the dust mop will be prepared (shaken out and treated with a product appropriate to sealed-wood gym floors) for use the following morning.
  - 46.1.4 A complete damp mopping will be done twice a week or more frequently if warranted due to excessive use of gym.
  - 46.1.5 Turkish towels will be immersed completely in mopping solution then wrung out thoroughly to allow dampness but not excessive solution on floors. Towels should be rinsed frequently to ensure a clean and thorough job. After each use, towels will be wrung out and hung up to dry. A thirty-inch stiff bristle push broom or proper broom handle and frame should be used to drape the turkish towels over to utilize widest possible coverage of the floor. Both sides of the towels should be used during mopping procedures. If possible, gym should remain closed for approximately an hour to allow complete drying of floor.
- 46.2 Alternate patterns will be used in mopping to ensure even coverage. Patterns should always allow persons to mop away from rear of gym toward an exit.
- 46.3 Walk-off mats will be replaced when floor is dry and before activity is allowed to resume.
- 46.4 The Contractor shall provide appropriate gym floor products necessary to maintaining sealed-wood gymnasium floor and submit to the Director or designee a copy of the floor care program contractor proposes to follow.

### 47.0 SECURITY LIGHTS

## **STATEMENT OF WORK PARK MAINTENANCE SERVICES**

Check security lights around building and comfort stations to see that they are functioning. Replace light bulbs as needed.

### **48.0 HOSE OFF BUILDING EXTERIOR/ADJACENT PLANTS**

Hose off exterior of building and adjacent plant material to remove accumulated dust and grime and accumulated foreign materials.

### **49.0 STORAGE AND MAINTENANCE ROOMS**

49.1 Dust, clean and sweep all storage and maintenance rooms.

49.2 Storage and maintenance rooms utilized by the Contractor for storing the Contractor's equipment and supplies shall be arranged in an organized and neat manner.

49.3 Clean storage, maintenance and mechanical rooms located in restrooms.

### **50.0 RESTROOM MAINTENANCE – Daily Operation**

50.1 All restrooms shall be cleaned thoroughly once per day in accordance with the following tasks: all tasks shall be completed, and restrooms opened for public use prior to 8 a.m. unless otherwise specifically authorized by the Director or designee. Restrooms shall be thoroughly cleaned a second time daily: after 1 pm, but prior to 2:30 pm, in accordance with the following tasks.

50.2 Pick up debris and trash, then sweep floor. Removed materials are not to be swept outside of the restroom.

50.3 Empty trash and napkin receptacles, replace liners as needed.

50.4 Check and refill all dispensers as needed.

50.5 Replace burnt out light bulbs or tubes, inside of restroom.

50.6 Remove all graffiti using graffiti removal materials or other scrubbing techniques.

50.7 Remove spitballs, cobwebs, and other foreign materials from doors, walls, ceiling, partitions, vents, etc.

50.8 Do high and low dusting of ledges, tops of partitions, etc. using a dampened cloth or other device.

50.9 Disinfect the inside of urinals and toilets.

50.10 Disinfect the top and bottom of toilet seats, fixtures, and surfaces of and surrounding each fixture.

50.11 Disinfect stall walls and other areas where hands are normally placed. Clean doors and door frames.

50.12 Disinfect around urinals, under sinks, around floor drains, and other areas where bacteria might breed.

50.13 Disinfect sinks, dispensers, receptacles, trash containers, and walls around such areas.

50.14 Clean mirrors.

## **STATEMENT OF WORK PARK MAINTENANCE SERVICES**

- 50.15 Scrub sinks and wipe dry. Use a small scrub brush to clean corners, cracks, and narrow areas.
- 50.16 Scrub inside surfaces of toilets and urinals. Be sure to scrub upper lip. Do not flush.
- 50.17 Scrub outside of toilets, urinals, and rear wall.
- 50.18 Wipe toilet seats, toilet bowls, urinals, and fixtures until dry.
- 50.19 Spot clean walls and scrub handprints, etc. from walls and partitions and wipe dry.
- 50.20 Disinfect and mop floors, making sure that corners, drains, areas around toilets, and feet of partitions are thoroughly cleaned and there is no accumulation of dirt or other matter. Leave the floor as dry as possible.
- 50.21 Wipe off cove base and remove mop strands caught around posts, etc.
- 50.22 Replace receptacles and trash containers following their cleaning.
- 50.23 Deodorize the restrooms.
- 50.24 Immediately notify Director or designee of any irregularities or hazards.
- 50.25 If running water, broken fixtures, or plugged sewer lines cannot be normalized or isolated, the restroom is to be locked and the Director or designee immediately notified.
- 50.26 Remove graffiti from the outside of the restroom building and wash off any other dirt clods, mud, or foreign materials.
- 50.27 Clean top and sides of drinking fountains outside of restrooms and clear drains.
- 50.28 Disinfect drinking fountains, scrub the fixture, and dry it.
- 50.29 All areas are to be left clean and free of streaks, stains, film, debris, water spots, and odors. All fixtures shall be clean, including piping.
- 50.30 Make sure that supplies are in their appropriate dispensers and in adequate amounts to meet the demand.
- 50.31 All leaking fixtures; clogged drains; stopped up or damaged basins, toilets, or urinals; and damaged or inoperable lighting fixtures that cannot be repaired by the following shall be reported to the Director or designee:
  - (a) tightened to stop leaks;
  - (b) unclogged by using a "plumber's helper" and short snake.

### **51.0 RESTROOM MAINTENANCE - Weekly Operation**

The following tasks shall be completed the day prior to the scheduled inspection date.

- 51.1 Perform the following tasks prior to commencing the daily task identified in paragraph 50.9:
  - a. By using a plumber's help (plunger), lower water levels in toilet bowls below water line and use a bowl cleaner to descale and dissolve water

## STATEMENT OF WORK PARK MAINTENANCE SERVICES

- rings on the bowls and under the flushing rims. Allow the bowl cleaner to soak for 20 to 30 minutes. Do not flush.
- b. Using a bowl cleaner, descale and dissolve water rings on urinal surfaces and under the flushing rim allowing the bowl cleaner to soak for 20 to 30 minutes. Do not flush.
  - c. Following the soaking period, scrub the bowls and urinals to remove deposits and stains and then flush the toilet bowls and urinals.
- 51.2 Perform the following task prior to commencing the daily task identified in paragraph 50.14:
- Wash all windows.
- 51.3 Perform the following task prior to commencing the daily task identified in paragraph 50.15:
- Scrub underneath sink and disinfect.
- 51.4 Perform the following task prior to commencing the daily task identified in paragraph 50.19:
- Disinfect and completely wipe dry all partitions, doors, door frames, metal plates, handles and hinges.
- 51.5 Perform the following task prior to commencing the daily task identified in paragraph 50.20:
- Scrub and clean all base molding and "hard to get at" areas.
- 51.6 Use only materials that are not caustic or damaging to the fixtures being cleaned.
- 51.7 Clean light fixture covers.

### **52.0 RESTROOM MAINTENANCE – Monthly Operation**

The following tasks shall be completed on a monthly basis prior to the scheduled daily and/or weekly operational tasks:

- 52.1 Scrub/clean walls and partitions from floor to ceiling and wipe dry.
- 52.2 Immediately notify Director or designee of any irregularities or hazards.

### **53.0 GROUP IV SITE INSPECTION/REPORTING - Interior Building Maintenance**

- 53.1 Prior to proceeding with any Group IV task, the site is to be inspected by a knowledgeable and responsible employee of Los Angeles County, who will determine the practicality of initiating the operation.
- 53.2 If an operation cannot be thoroughly completed within the designated time frame, an employee of Los Angeles County shall be immediately notified through the Contractor's communication network.

### **54.0 GROUP IV-MANAGEMENT/SUPERVISION - Interior Building Maintenance**

## **STATEMENT OF WORK PARK MAINTENANCE SERVICES**

- 54.1 The Contractor has the responsibility of providing fully trained and qualified personnel as well as appropriate materials, supplies and equipment.
- 54.2 This staff's activity is to be closely monitored to detect operational irregularities and non-compliance with contractual requirements. It is the Contractor's executive, management, and supervisory staff's responsibility to see that the organization daily oversees the activities of its staff, throughout the range of its activities, and does not delay, ignore, or otherwise limit contractual obligations to a task, site, or operational request from the Director or designee.
- 54.3 The Contractor's crew leader and operational staff, as well as their supervisory and management staff, shall be fully versed in the operational mandates and timelines. An outline of the task requirements, schedule, and timelines for each facility shall be kept with each operating crew.
- 54.4 The Contractor's executive, management, or supervisory staff shall provide on-going follow up behind operations to insure compliance. Neither the County's deficiency notifications, imposed deductions, nor inspections shall be utilized as substitutions for on-going direction and management of the Contractor's staff.

### **GROUP V- Chemical Application**

#### **55.0 CHEMICAL EDGING/DETAILING**

- 55.1 Chemical application may be used in and around areas such as planters, areas adjacent to buildings, trees, fence lines, sprinkler heads, etc. Prior to application of chemicals, all areas shall be trimmed to proper mowing height. Chemicals shall be applied in a manner to minimize drift. Precautionary measures shall be employed since all areas will be open for public access during application.
- 55.2 Water shall not be applied to treated areas for forty-eight (48) hours after each application.
- 55.3 Where trees and shrubs occur in turf areas, all grass growth shall be limited to at least eighteen (18) inches from the trunks of trees and away from the dripline of shrubs by use of approved chemicals.
- 55.4 Linear chemical edging of turf boundaries may be performed in a manner that ensures a defined turf edge and limits its encroachment into beds or across boundaries where it is impractical to edge mechanically. A six (6) inch barrier width shall be considered normal.
- 55.5 Detailing of sprinkler heads (to provide maximum water coverage), valve boxes, meter boxes, and similar obstacles in turf areas may be performed in a manner that ensures operability, ease of location and/or a clean appearance. A six (6) inch barrier width shall be considered normal.
- 55.6 Weeds treated with a contact weed chemical shall be left in place for a minimum of seven (7) days. If kill is not complete, additional application(s)

## **STATEMENT OF WORK PARK MAINTENANCE SERVICES**

shall be made, at no additional cost to the County, until target species are eliminated.

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

55.8 Immediately after complete kill, all dead weeds shall be removed from the area.

### **56.0 BROADLEAF CONTROL**

56.1 The product to be used for broadleaf control is Trimec, Turf Ester Herbicide, by Gordon's. This product must be used with precaution and the manufacturer's label must be strictly adhered to.

56.2 For optimum results, the application for broadleaf control or eradication shall be accomplished in early spring, subject to weather conditions and as scheduled by the Director or designee.

- In the event that weather conditions delay application of chemicals for broadleaf control, this task may be eliminated, and billing adjusted accordingly.

56.3 Contractor shall identify methods of broadleaf weed abatement and removal that Contractor uses or anticipates using.

### **57.0 ALGAE AND AQUATIC PLANT GROWTH CONTROL**

57.1 Lakes and streams shall be maintained free of algae, and noxious aquatic weeds.

57.2 Chemicals used in control of algae, and noxious aquatic weeds shall be approved for use by the Agricultural Commissioner's Office. Chemicals containing Glyphosate are prohibited from use in County facilities.

57.3 Cutrine Plus shall be used for control of algae and for noxious aquatic weeds in lakes. Where fish are stocked, usage must be in percentages that are not harmful to the stocked fish species.

57.4 Adjacent walkways and patio areas shall be maintained free of algae.

57.5 Filters to the lake aerification system shall be cleaned to remove all algae and debris.

### **58.0 GROUP V SITE INSPECTION AND REPORTING - Chemical Application**

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

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

## **STATEMENT OF WORK PARK MAINTENANCE SERVICES**

### **59.0 GROUP V-MANAGEMENT/SUPERVISION - Chemical Application**

- 59.1 The Contractor has the responsibility of providing fully trained and qualified personnel as well as appropriate materials, supplies, and equipment.
- 59.2 This staff's activity is to be closely monitored to detect operational irregularities and non-compliance with contractual requirements. It is the Contractor's executive, management, and supervisory staff's responsibility to see that the organization daily oversees the activities of its staff, throughout the range of its activities, and does not delay, ignore, or otherwise limit contractual obligations to a task, site, or operational request from the Director or designee.
- 59.3 The Contractor's crew leader and operational staff, as well as their supervisory and management staff, shall be fully versed in the operational mandates and timelines. An outline of the task requirements, schedule, and timelines for each facility shall be kept with each operating crew.
- 59.4 The Contractor's executive, management, or supervisory staff shall provide on-going follow up behind operations to insure compliance. Neither the County's deficiency notifications, imposed deductions, nor inspections shall be utilized as substitutions for on-going direction and management of the Contractor's staff.

### **GROUP VI – Watering and Irrigation System Management**

#### **60.0 WATERING AND IRRIGATION SYSTEM MANAGEMENT**

- 60.1 Since water requirements by plants vary according to the season and a particular year, extremely close attention shall be paid to the demands of the plants as influenced by their exposure to sun, wind, shade, and location in the individual planters. The variation in the size of plants installed as well as the varieties shall be taken into consideration. All landscaped and turf areas shall be irrigated as required to maintain adequate growth and appearance with a schedule most conducive to plant growth. The delivery of adequate moisture to the landscaped areas shall include, but not be limited to: hand watering, operation of manual valves, proper utilization of automatic controllers, and the bleeding of valves.
- 60.2 To provide adequate soil moisture, consideration must be given to the soil conditions, humidity, minimizing runoff and the relationship of conditions that affect day and night watering. This may include daytime watering during freezing weather to prevent icy conditions and manual operation of the irrigation system and/or hand watering with portable sprinklers during periods of windy or inclement weather. A soil probe shall be used to a depth of twelve (12) inches to determine the water penetration by random testing of the root zones.



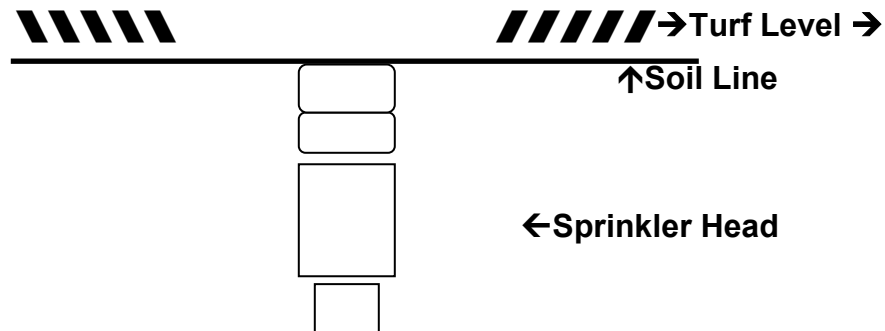
## STATEMENT OF WORK PARK MAINTENANCE SERVICES

- 60.3 Watering shall be regulated to avoid interference with any use of the facility's roadways, paving, walks, or areas as designated for scheduled special events.
- 60.4 In the areas where wind creates problems of spraying water onto private property or road right-of-ways, the controllers shall be set to operate during the period of lowest wind velocity which would normally occur at night or early morning hours.
- 60.5 Irrigation system will be controlled in such a way as not to cause any excessively wet or "waterlogged" areas which could interfere with the ability to mow all turf. "In lawn" trees and other planting shall be protected from over watering and run-off drowning.
- 60.6 New turf (up through the sixth mowing) shall be watered immediately after mowing. Well-established turf shall not be watered for at least four (4) hours after mowing.
- 60.7 All groundcover areas shall be watered as needed to maintain a healthy condition, with appropriate care being taken not to over water in shady areas.
- 60.8 The Contractor shall be responsible for the operation of the automatic controllers, valves, and sprinkler heads in managing the overall irrigation water delivery system of the area. All irrigation systems shall be regularly inspected and tested in accordance with the specifications and frequencies specified herein.
- 60.9 The Contractor shall insure that all personnel working on the irrigation system are fully trained in all phases of landscape irrigation systems and can easily identify and isolate problems and perform the proper testing and inspection of the irrigation system and the maintenance of the sprinkler heads. This knowledge of landscape irrigation systems shall include, but not be limited to, the operation, maintenance, adjustment and repair of said systems and their components.
- 60.10 The Contractor is responsible for maintenance of the irrigation system by performing the following tasks:
  - a. Monitor and Maintain bubbler/drip systems.
  - b. Monitoring all irrigation controllers.
  - c. Inspecting and reporting of irrigation system status.
  - d. Adjusting and cleaning of sprinkler heads (may require the removal of the sprinkler head for this function).
  - e. Repair or replacement of sprinkler heads having a ½" to 1" inlet with Rain Bird or equal or approved by Director or designee.
  - f. Locate and inform the Director or designee of malfunctioning and/or inoperable sprinkler heads having a 1" or larger inlet. Remove such

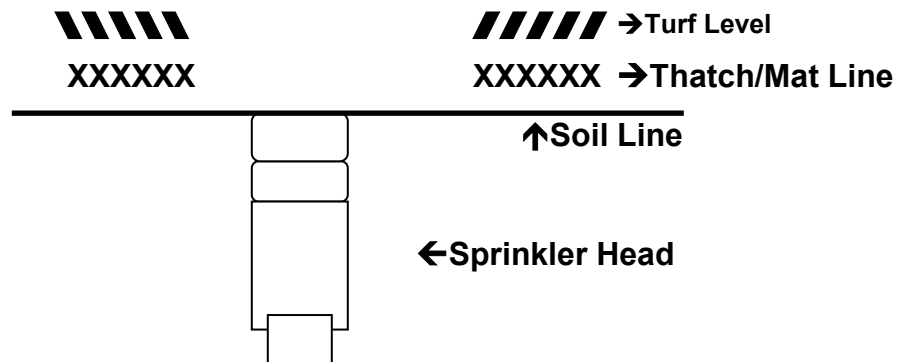
## STATEMENT OF WORK PARK MAINTENANCE SERVICES

heads and replace same with heads as provided by, and instructed by, the Director or designee.

- g. Providing all nipples, caps, plugs, elbows, couplings, etc.
- h. Providing replacements of all risers and swing joints due to normal wear.
- i. Flushing irrigation pipelines following repairs and replacements.
- j. Replacement of valve box covers due to normal wear.
- k. The Contractor shall confer with the Director or designee regarding the need for replacement or relocation of inoperable sprinkler heads. The County may require the Contractor, at no additional cost, to exchange inoperable with operable sprinkler head(s) to priority areas within the facility, as identified by the Director or designee.
- l. Following the repair or exchange of sprinkler heads in turf areas, the sprinkler heads shall be returned to grade per the following illustrations:
  1. Standard sprinkler head installation without consideration for the thatch and mat accumulation. . . .



2. Standard sprinkler head installation with consideration for the thatch and mat accumulation. . . .



**STATEMENT OF WORK  
PARK MAINTENANCE SERVICES**

- m. Providing 1" x 1¼" inch angle iron, 30 inches in length for supporting risers on slopes and in beds.
- n. Providing ½" worn drive clamps for securing risers to stake.
- 60.11 The County is responsible for providing to the Contractor sprinkler heads with a 1-inch inlet or greater.
- 60.12 The County is responsible for the following components of the irrigation system: quick couplers, remote control valves, gate valves, automatic controller repairs, and backflow devices. The Contractor shall notify the Director or designee, of any damaged or inoperable major irrigation components, indicating the problem, location, size and type of irrigation equipment.
- 60.13 Replacement by the Contractor of all irrigation components provided by County to the Contractor shall be completed within twenty-four (24) hours upon receiving the component from the County.
- 60.14 Complete piping replacement of the irrigation system is not required by the Contractor. The County is responsible for the repair or replacement of leaking main and lateral irrigation lines.
- 60.15 Replacement of irrigation components that are identified as the Contractor's responsibility shall be completed within one (1) watering cycle of determining damaged or inoperable irrigation component.
- 60.16 Replacements for the irrigation system shall be with originally specified equipment of the same size and quality or substitutes approved by the Director or designee prior to any installation thereof.

**61.0 IRRIGATION SYSTEM OPERABILITY AND TESTING**

- 61.1 In order to insure the operability of the irrigation system, the Contractor shall cycle controller(s) through each station manually and automatically to check the function of all facets of the irrigation system and report any damage or incorrect operation to the Director or designee.
- 61.2 During the testing the Contractor shall:
  - a. Adjust all sprinkler heads for correct coverage, to prevent excessive runoff and/or erosion and to prevent the spread of water onto roadways, sidewalks, hard surface areas and private property.
  - b. Unplug clogged heads and flush lines to free lines of rocks, mud and debris.
  - c. Record and report all system malfunctions, damage and obstructions to the Director or designee and take corrective action.

## STATEMENT OF WORK PARK MAINTENANCE SERVICES

- d. Replace or repair inoperable irrigation equipment identified as Contractor's responsibility.
- e. Check valve boxes for safety and security purposes.
- 61.3 In addition to regular testing, all irrigation systems shall be tested and inspected as necessary when damage is suspected, observed or reported.
- 61.4 Repair/replace malfunctioning sprinkler heads within one (1) watering cycle.
- 61.5 Correct malfunctioning irrigation systems and equipment that are identified as the Contractor's responsibility within two (2) hours of identification or following verbal notification.
- 61.6 Control the irrigation system during inclement weather conditions and limit the use of water concurrent with the weather situation to the satisfaction of the Director or designee.
- 61.7 Irrigate to maintain adequate growth and appearance as needed by hand watering, operation of manual valves, proper utilization and scheduling of controllers to comply with watering requirements of the premises and the bleeding of valves.
- 61.8 Flush irrigation pipeline after repair or replacement of irrigation components.
- 61.9 If an automatic irrigation system, or a portion of a system malfunctions, the contractor, when authorized by the Director or designee, is responsible for the manual manipulation of that system for a period of thirty days from the date of the authorization. If the system requires manual manipulation for a greater period, the Director, or Designee, may opt to pay the contractor supplementally to continue the manual manipulation, or may decide to terminate the supplemental irrigation.

### **62.0 GROUP VI SITE INSPECTION/REPORTING - Watering and Irrigation System Management**

- 62.1 Each facility shall be checked on each day that a facility normally receives service, for irrigation system malfunction and hazards created by the system. A comprehensive monthly system operability check shall identify malfunctions and needs for repair. It shall also cause repairs to be initiated. This shall be done by a knowledgeable and responsible employee of the Contractor.
- 62.2 The reporting of malfunctions, hazards, and emergencies shall be done in accordance with instructions received from an employee of Los Angeles County.
- 62.3 If an operation cannot be thoroughly completed within the designated time frame, an employee of Los Angeles County shall be immediately notified through the Contractor's communication network.

## STATEMENT OF WORK PARK MAINTENANCE SERVICES

62.4 Every crew or supervisor arriving upon a site has the responsibility of reporting malfunctions or emergencies and to mitigate hazards.

### **63.0 GROUP VI MANAGEMENT/SUPERVISION - Watering and Irrigation System Management**

63.1 Contractor has the responsibility of providing fully trained and qualified personnel as well as appropriate materials, supplies, and equipment.

63.2 This staff's activity is to be closely monitored to detect operational irregularities and non-compliance with contractual requirements. It is the Contractor's executive, management, and supervisory staff's responsibility to see that the organization daily oversees the activities of its staff, throughout the range of its activities, and does not delay, ignore, or otherwise limit contractual obligations to a task, site, or operational request from the Director or Designee.

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

63.4 Contractor executive, management, or supervisory staff shall provide on-going follow up behind operations to insure compliance. Neither County's deficiency notifications, imposed deductions, nor inspections shall be utilized as substitutions for on-going direction and management of Contractor's staff.

### **III. SEASONAL SPECIALTY TASKS**

The following Seasonal Specialty Tasks are to be performed at the request of the Director, or designee, for which the Contractor will be compensated per the identified cost in accordance with Section 4.0, Additional Work, of the Statement of Work.

#### **64.0 SHRUB AND TREE CARE/PRUNING**

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

- a. All trees shall be trimmed, shaped and thinned.
- b. All dead and damaged branches and limbs shall be removed at the point of breaking.
- c. All trees shall be trimmed to prevent encroachment on private property.

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

## STATEMENT OF WORK PARK MAINTENANCE SERVICES

### 64.3 Pruning Procedures

- a. Rapid healing of pruning wounds is dependent upon where the cut is made when removing limbs. Never Leave Short Stubs. Some trees produce a corky ring of growth where a limb originates. The pruning cut should be made toward the outside portion of this "collar". If a tree does not produce this characteristic collar, then make the cut flush to the limb where it is growing.
- b. All limbs 1½" or greater in diameter shall be undercut to prevent splitting.
- c. All limbs shall be lowered to the ground using a method which prevents damage to the remaining limbs.
- d. All cuts exceeding ½" shall be treated with an appropriate tree heal compound.
- e. All equipment utilized shall be clean, sharp and expressly designed for tree pruning.
- f. Climbing spurs shall not be used.

### 64.4 Pruning Criteria

- a. The initial step of pruning shall be the removal of all deadwood, weak, diseased, insect infested and damaged limbs.
- b. All trees shall be pruned for vertical and horizontal clearance. Such clearances are: seven feet (7') for pedestrian areas and walkways; fourteen feet (14') for vehicular roadways.
- c. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline. Limbs should extend alternately from the trunk on 12" or 24" spacing.
- d. All trees shall be thinned of smaller limbs to distribute the foliage evenly.
- e. All trees shall be trimmed and shaped to provide a symmetrical appearance typical of the species.
- f. All suckers and sprouts shall be cut flush with the trunk or limb.
- g. No stubs will be permitted.

64.5 All structural weaknesses such as split crotch or limbs, diseased or decayed limbs, or severe damage shall be reported to the Director or designee.

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

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

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

## STATEMENT OF WORK PARK MAINTENANCE SERVICES

### 65.0 CULTIVATING

Cultivate beds and planter areas to ensure a neat appearance using appropriate equipment designed to loosen the soil to a depth of three (3) inches. Care shall be taken so as not to disturb plant materials, or their roots in accomplishing this operation.

### 66.0 RENOVATION/ VERTICAL MOWING

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

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

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

#### 66.4 Vertical Mowing-Turf

Vertical mow to remove thatch in turf areas, to encourage healthy growth and to maintain acceptable appearance.

#### 66.5 Renovation-Turf

a. Renovate or blade to the soil line, level and remove all excessive thatch in turf area. Sprinkler heads are to remain one inch below the final grade.

b. After thatch is removed and upon completion of turf renovation all turf areas shall be seeded, mulched, fertilized and watered.

c. Areas to be overseeded will be seeded utilizing blends or mixtures at the rate application recommended by the Director or designee.

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

### 67.0 TURF RESEEDING/RESTORATION OF BARE AREAS

67.1 Overseed all damaged, vandalized or bare areas to reestablish turf to an acceptable quality.

67.2 Areas to be overseeded will be seeded utilizing blends or mixtures at the rate of application identified by the Director or Designee.

### 68.0 DISEASE/INSECT CONTROL

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

68.2 The Director or Designee shall be notified immediately of any disease, insects or unusual conditions that might develop.

68.3 A disease control program to prevent all common diseases from causing serious damage shall be provided on an as needed basis. Disease control

## STATEMENT OF WORK PARK MAINTENANCE SERVICES

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

### 69.0 PLANT MATERIALS

- 69.1 Plant materials shall conform to the requirements of the Landscape Plan of the area and to "Horticultural Standards" of American Association of Nurserymen as to kind, size, age, etc. Plans of record and specifications should be consulted to insure correct identification of species. Plant material larger than those specified may be supplied if complying in all other respects.
- 69.2 Substitutions may be allowed, but only with prior written approval by the Director or designee.
- 69.3 Nomenclature - Plant names used in the landscape plan of the area conform to "Standardized Plant Names" by American Joint Committee on Horticultural Nomenclature. In those cases not covered therein, the custom of the nursery trade shall be followed.
- 69.4 Quality
- a. Plants shall be sound, healthy, vigorous, free from plant disease, insect pest or their eggs, and shall have healthy normal root systems and comply with all state and local regulations governing these matters and shall be free from any noxious weeds.
  - b. All trees shall be measured six (6) inches above the ground surface.
  - c. Where caliper or other dimensions of any plant material are omitted from the Plant List, it shall be understood that these plant materials shall be normal stock for type listed. They must be sturdy enough to stand safely without staking.
  - d. Shape and Form: Plant materials shall be symmetrical, and/or typical for variety and species and conform to measures specified in the Plant List.
  - e. All plant materials must be provided from a licensed nursery and shall be subject to acceptance as to quality by the Director or designee.
- 69.5 Plant Materials Guarantee - All shrubs shall be guaranteed to live and remain in healthy condition for no less than thirty (30) days from the date of acceptance of the job by the Director or designee.

## IV. SPECIFIC REQUIREMENTS

### 70.0 COUNTY-PROVIDED MATERIALS

The County shall supply the Contractor with the following materials for which the Contractor will provide the labor at no additional cost to County:



**STATEMENT OF WORK  
PARK MAINTENANCE SERVICES**

- a. Paint and/or graffiti removal material, when applicable.
- b. Paper products for all restrooms.
- c. Light bulbs and tubes for interior and exterior lighting of park building and restrooms.
- d. Fifty-five (55) gallon trash containers.
- e. Dog waste bags.
- f. Office - Five (5) to seven (7) gallon trash containers.
- g. Dog waste receptacles (11.5 inches diameter X 23 inches height) trash containers.

**71.0 CONTRACTOR-PROVIDED MATERIALS**

The Contractor shall supply the following materials:

- a. Trash can liners/trash bags for the fifty-five (55) gallon trash containers.
- b. Trash can liners/trash bags for the dog waste receptacles - trash containers.
- c. Trash can liners/trash bags for the office – five (5) to seven (7) gallon trash containers.

**72.0 LOCKS AND KEYS**

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

72.2 The Contractor may provide a chain and lock system, at the Contractor's expense, for trash containers located throughout the park for the purposes of securing and limiting the removal or tipping of the containers.

72.3 Key Control

- a. The Contractor shall be responsible for the series of keys assigned to them and will in turn assign these keys to their personnel for use in maintaining these facilities.
- b. The Contractor will be held responsible for the proper use and safe keeping of all keys issued by the County to the Contractor.
- c. The Contractor shall report all lost or stolen keys to the Director or designee within twenty-four (24) hours of discovery of the loss. The Contractor shall reimburse the County for the cost as determined by the Director or designee, of rekeying the facility or duplicating additional keys.
- d. Upon termination, cancellation or expiration of this Contract all keys received by the Contractor shall be returned to the Director or designee.

## STATEMENT OF WORK PARK MAINTENANCE SERVICES

- e. California law stipulates that it is unlawful for a person to duplicate any keys without the permission by the owner. The penalty for violation of this law is either six (6) months imprisonment or a Five Hundred Dollar (\$500) fine or both.

### **73.0 GREEN WASTE DISPOSAL**

- 73.1 As of January 1, 2022, all organic waste including green waste must be diverted from landfills and recycled per Senate Bill 1383.
- 73.2 As of January 1, 2020, the use of green waste as alternative daily cover does not constitute diversion through recycling and will be considered disposal for purposes of measuring a jurisdiction's 50% per capita disposal rate.
- 73.3 For key elements of this law, review CalRecycle's site: [Click Here](#)

### **74.0 PROCUREMENT OF SB 1383-COMPLIANT COMPOST AND MULCH**

- 74.1 Pursuant to Senate Bill (SB) 1383, jurisdictions using compost or mulch are required to procure compost or mulch that was created from municipal organic waste produced in the state of California and produced at a facility in the state of California. Documentation is required to track procurement and validate the source of the compost or mulch. Procurement does not necessarily mean purchase. Chipping and Grinding facilities are not an allowable source of SB 1383 compliant mulch.
- 74.2 For more information on the State requirements for using recycled organic products: [Click Here](#)

## V. SPECIFIC FACILITY REQUIREMENTS

**ALTADENA AREA PARKS**  
**EXHIBIT A1 – STATEMENT OF WORK**  
**Attachments**

- Attachment 1    Technical Exhibits
- Attachment 2    Contractor Discrepancy Form
- Attachment 3    Performance Requirements Summary (PRS) Chart
- Attachment 4    COVID-19 Cleaning and Disinfection Protocols

**Altadena Area Parks**  
**Statement of Work Technical Exhibits**  
**Park Maintenance Services**

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

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

**Required Chemical Licensing; Facts Sheets can be found  
through the following Links:**

[https://www.cdpr.ca.gov/docs/license/app\\_packets/pcb.pdf](https://www.cdpr.ca.gov/docs/license/app_packets/pcb.pdf)

[https://www.cdpr.ca.gov/docs/license/app\\_packets/adviser.pdf](https://www.cdpr.ca.gov/docs/license/app_packets/adviser.pdf)

[https://www.cdpr.ca.gov/docs/license/app\\_packets/qal.pdf](https://www.cdpr.ca.gov/docs/license/app_packets/qal.pdf)

**Contract Discrepancy Report (Attached)**

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

## CONTRACT DISCREPANCY REPORT

CONTRACTOR RESPONSE DUE BY \_\_\_\_\_ (enter date and time)

<b>Date:</b>		<b>Contractor Response Received:</b>
<b>Contractor:</b>	<b>Contract No.</b>	<b>County's Project Manager:</b>
<b>Contact Person:</b>	<b>Telephone: (    )    -</b>	<b>County's Project Manager Signature:</b>
<b>Email:</b>		<b>Email:</b>

A contract discrepancy(s) is specified below. The Contractor will take corrective action and respond back to the **County personnel** 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	Approved
1					
2					
3					
4					

\*Use additional sheets if necessary

\_\_\_\_\_

*Contractor's Representative Signature*

\_\_\_\_\_

*Date Signed*

<b>Additional Comments:</b>

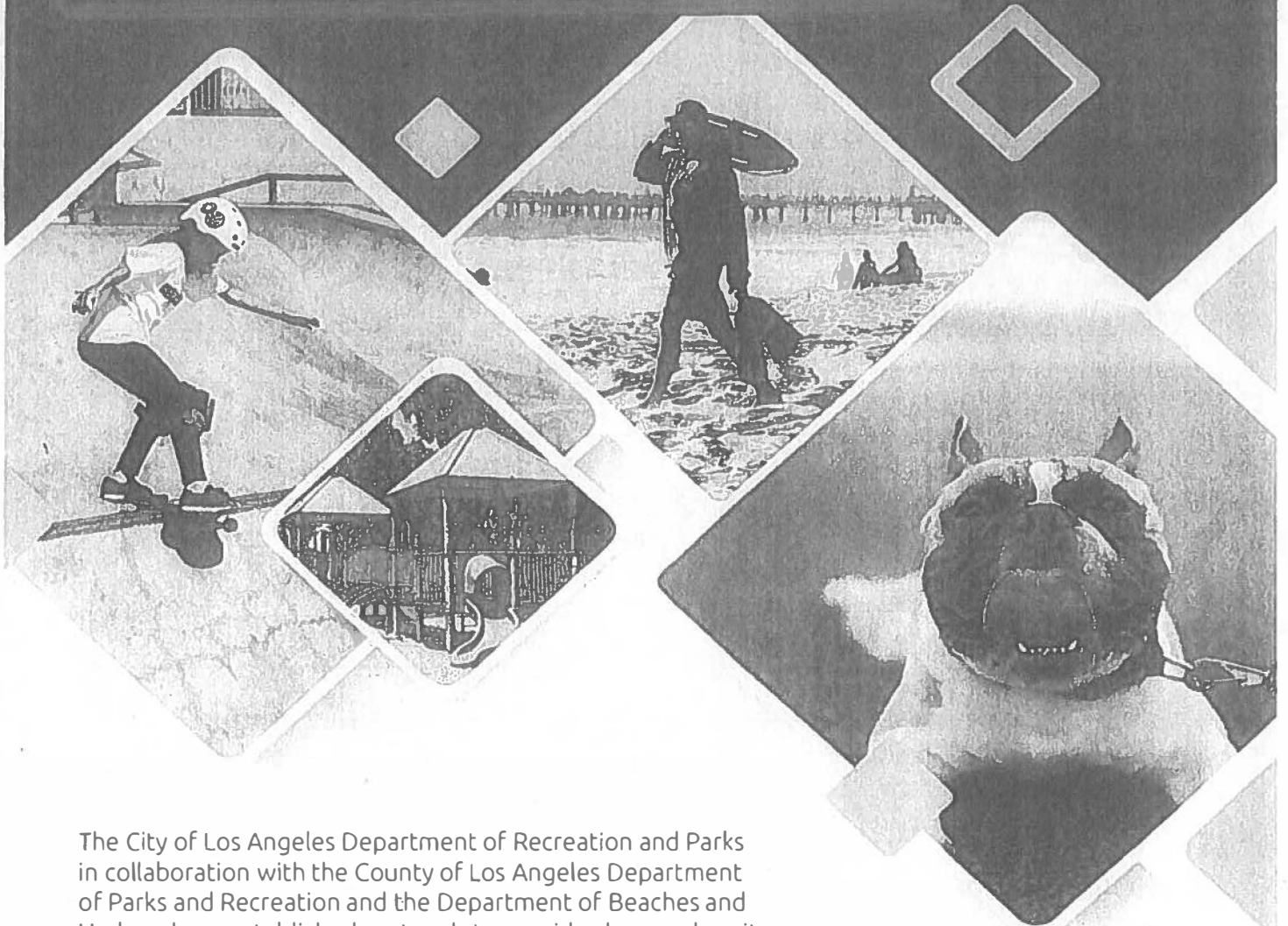
## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Contract: Paragraph 7.0 - Administration of Contract - Contractor	Contractor must notify the County in writing of any change in name or address to information on Exhibit E, Contractors Administration	Inspection & Observation	\$50 per occurrence
Contract: Sub-paragraph 8.5 – Complaints	Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints in accordance with the provisions of this paragraph, including any subparagraphs.	Inspection & Observation	\$50 per occurrence
Contract: Sub-paragraph 8.26 – Liquidated Damages	If the Director, or their designee, determines that there are deficiencies in the performance of this Contract and are deemed correctable by the Contractor over a certain time, and written notice was given to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said 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	Inspection & Observation	\$100 per day

**Exhibit A1 SOW  
Attachment 3**

<p>Contract: Sub-paragraph 8.28 - Nondiscrimination and Affirmative Action</p>	<p>The parties agree that if the Contractor violates any of the anti-discrimination provisions of the Contract, County shall, 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.</p>	<p>Inspection &amp; Observation</p>	<p>\$500 for each violation</p>
<p>Contract: Sub-paragraph 8.38 - Record Retention &amp; Inspection-Audit Settlement</p>	<p>Contractor to maintain all required documents as specified in Sub-paragraph 8.38</p>	<p>Inspection of files</p>	<p>\$50 per occurrence</p>
<p>Contract: Sub-paragraph 8.40 - Subcontracting</p>	<p>Contractor must obtain County's written approval prior to subcontracting any work.</p>	<p>Inspection &amp; Observation</p>	<p>\$100 per occurrence; possible termination for default of contract</p>
<p>SOW: Sub-paragraph 72.3 – Key Control</p>	<p>Contractor shall report loss/stolen County keys within 24hours. \$100 for each occurrence</p>	<p>Inspection &amp; Observation</p>	<p>\$100 for each occurrence</p>

# COVID-19 Prevention: Cleaning and Disinfection Protocols



The City of Los Angeles Department of Recreation and Parks in collaboration with the County of Los Angeles Department of Parks and Recreation and the Department of Beaches and Harbors have established protocols to provide clean and sanitary amenities, which includes cleaning and disinfection.

The organizations have shared best practices as it relates to cleaning methods, supplies, and equipment used during this COVID-19 period. Cleaning frequency and tasks will be decided by individual agencies as it relates to their Department's needs. All staff that will be working in a cleaning capacity will be asked to wear Personal Protective Equipment (PPE).





## Cleaning Protocols Related to COVID-19

### Disinfection for SARS-CoV-2

Currently, the various agencies have access to several products that are effective against the **Coronavirus (SARS-CoV-2)** as listed by the Environmental Protection Agency (EPA).

This guidance is intended for employees from these three agencies who need to effectively clean and/or disinfect common non-porous contact surfaces (such as tables, doorknobs, light switches, handles, counters, etc.).

Please read the instructions on the cleaning product label for the safe and effective use of each product, including the precautions you must take when applying the product (such as wearing gloves and making sure there is good ventilation while applying the product).

Always consult the available Safety Data Sheet or SDS before using the product and ensure you understand the SDS. Your supervisor can provide you with a copy of the relevant SDS and where you can find a copy of it.

For the purpose of this guidance, disposable gloves are to be used to prevent direct contact with the surfaces being cleaned/disinfected and the ingredients in the product(s).

Please note that the Centers for Disease Control and Prevention or CDC recommends that "If surfaces are dirty, they should be cleaned using a detergent or soap and water prior to disinfection."

#### **Department Approved Disinfectants**

##### RTU-Ready to Use Products

- Purell Professional Surface Disinfectant
- Lysol Disinfectant Spray Instructions
- Claire Disinfectant Spray Q
- SNiPER Hospital Disinfectant
- CaviCide
- QT-TB
- Enzyme Cleaner



RTU Wipes • Lysol Disinfecting Wipes (All Scents)

Dilutables *Eye protection & access to eye wash stations (must provide a minimum 15 minutes of flow) is required for dilutables.*

- Reliable Brand Pine Multi-Surface Disinfectant
- Pure Bright Germicidal Ultra Bleach
- Maintex Citra-Cide Disinfectant Cleaner



## II. Child Care Facilities

**It is your responsibility to treat everyone as a potential carrier. Remember to always use your personal protective equipment recommended by the manufacturer's Safety Data Sheet (SDS) and practice social distancing.**

Step	Action
1	N/A
2	N/A
3	Clean all restrooms, both inside and outside of recreation center, and common areas. Restock toilet paper, hand towels, toilet seat covers, and hand soap and empty trash cans as needed [REDACTED]
4	Routinely clean, sanitize, and disinfect surfaces and objects that are frequently touched such as door knobs, light switches, drinking fountains, classroom sink faucet handles, countertops, nap pads, hand rails, desks, chairs, cubbies, tablets, keyboards, puzzles, building blocks, toys, games, and any other hightouch surfaces throughout the facility on an hourly basis or as needed.
5	Clean kitchen area, sweep and mop, and disinfect counter tops and all serving tables as needed [REDACTED]
6	N/A
7	You are required to secure and store all supplies and cleaning materials when not in use in a locked and secured area.
8	Place all used gloves and other disposable items in a bag that can be tied closed before disposing of them with other waste. Wash hands with soap and water for at least 20 seconds immediately after removing gloves or use an alcohol-based hand sanitizer if soap and water are not available.

Cleaning and disinfection should be conducted by individuals who have been trained to use products in a safe and effective manner. Training should be ongoing to ensure procedures for safe and effective use of all products are followed.



## Cleaning Protocols Related to COVID-19

### III. Restrooms

It is your responsibility to treat everyone as a potential carrier. Remember to always use your personal protective equipment recommended by the manufacturer's Safety Data Sheet (SDS) and practice social distancing.

Safety Data Sheet (SDS) and practice social distancing.

Prior to any cleaning of restrooms, the disinfecting process must take place using one of the approved disinfectants the Department has provided.

All restrooms shall be cleaned thoroughly in accordance with the following tasks. All tasks shall be completed with restrooms opened for public use prior to 8:00 am. In addition, restrooms shall be inspected, sanitized (including all frequently touched surfaces), and restocked two additional times throughout the day.

Step	Action
1	Immediately notify supervisor of any irregularities or hazards.
2	Pick up debris and trash, then sweep floor. Removed articles are not to be swept outside of the restroom.
3	Empty trash and replace napkin receptacles, and replace liners as needed.
4	Check and refill all dispensers as needed.
5	Remove graffiti using removal materials or other scrubbing techniques.
6	Do high and low dusting of ledges, tops of partitions, etc. using a dampened cloth or other device.
7	Disinfect the inside, top, and bottom of toilets, seats, urinals, fixtures, and surrounding surfaces.
8	Disinfect stall walls and other areas where hands are normally placed. Clean doors and door frames.
9	Disinfect around urinals, under sinks, around drains, and other area where bacteria might breed.
10	Disinfect sinks, dispensers, baby changing stations, receptacles, trash containers, benches, and surrounding walls.
11	Clean mirrors.
12	Scrub sinks and wipe dry.
13	Scrub inside surface of toilets/urinals including upper lip. Do not flush.
14	Scrub outside of toilets, urinals, and rear wall.
15	Wipe toilet seats, bowls, urinals, and fixtures until dry.



### III. Restrooms (continued)

Step	Action
16	Spot clean walls and wipe dry.
17	Disinfect and mop floors. Leave floor as dry as possible.
18	Wipe off cove base and remove mop strands caught around posts, etc.
19	Replace receptacles and trash containers following their cleaning.
20	Deodorize the restrooms.
21	Report running water, broken fixtures, or plugged sewer lines that cannot be normalized or isolated to supervisor. Lock restroom.
22	Remove graffiti from outside of the restroom building and wash off any dirt clods, mud, or foreign material.
23	Clean top and sides of drinking fountains outside of restrooms. Clean drains.
24	Disinfect drinking fountains, scrub fixtures, and dry.
25	If showers available, disinfect knobs, railing, and handicap benches in shower areas.
26	All areas are to be left clean and free of streaks, stains, film, debris, water spots, and odors. All fixtures shall be clean, including piping.
27	Make sure that supplies are in their appropriate dispensers and in adequate amounts to meet demands.
28	All leaking fixtures, clogged drains, stopped up or damaged basins, toilets or urinals, and damaged or inoperable lighting fixtures that cannot be repaired by the following are to be reported to the supervisor. <ul style="list-style-type: none"> <li>a. Tightened to stop leaks.</li> <li>b. Unclog by using a plunger.</li> </ul>
29	Place all used gloves and other disposable items in a bag that can be tied closed before disposing of them with other waste. Wash hands with soap and water for at least 20 seconds immediately after removing gloves or use an alcohol-based hand sanitizer if soap and water are not available. Soap and water should be used if hands are visibly soiled.

Cleaning and disinfection should be conducted by individuals who have been trained to use products in a safe and effective manner. Training should be ongoing to ensure procedures for safe and effective use of all products are followed.



## IV. Interior Buildings

**Safety Data Sheet (SDS) and practice social distancing.**

It is your responsibility to treat everyone as a potential carrier. Remember to always use your personal protective equipment recommended by the manufacturer's Safety Data Sheet (SDS) and practice social distancing.

Prior to any cleaning of the interior building, sanitize and wipe all frequent touched surfaces.

Interior buildings include, but not limited to, multi-purpose rooms, recreation offices, stages, gyms, all interior and exterior restrooms, dressing rooms, class rooms, kitchens, maintenance offices, sheds, and utility offices.

Step	Action
1	Pick-up debris, trash, and remove cobwebs and other foreign materials from doors, walls, ceilings, partitions, vents, etc.
2	Dust counter tops and other horizontal surfaces.
3	Remove, empty, clean and disinfect all trash receptacles.
4	Stack chairs on tables and clear floor area.
5	Removal all graffiti using graffiti removal materials or scrubbing techniques.
6	Clean doors, door frames, light switch, kick and push plates, and handles.
7	Clean and disinfect top and side of drinking fountains, and scrub and dry fixtures
8	Sweep and dust mop floors making sure to clean corners and around obstacles.
9	Spot mop around entry ways, and all stains and spills.
10	Deodorize room.
11	All areas shall be left clean and free of streaks, stains, film, debris, water spots, and odors.
12	Thoroughly vacuum carpeted floors, making sure to clean corners and around obstacles.
13	Clean and disinfect all furniture including desks, chairs, and tables.
14	Clean and disinfect cabinets, book cases, and shelves.
15	Empty, clean, and sanitize all kitchen trash containers.
16	Thoroughly mop and disinfect kitchen floor, making sure to clean corners and around other obstacles.
17	Inspect and refill all kitchen dispensers.
18	Wash and sanitize all kitchen walls, splash boards, cupboard doors, and dispensers.
19	Sweep and dust wood floors and tile with a dust mop daily.
20	Spot clean and remove foreign material from the wood floors daily as necessary. Damp mop to remove spills and soiled spots only.
21	Inspect and submit job orders as needed.
22	Place all used gloves and other disposable items in a bag that can be tied closed before disposing of them with other waste. Wash hands with soap and water for at least 20 seconds immediately after removing gloves or use an alcohol-based hand sanitizer if soap and water are not available. Soap and water should be used if hands are visibly soiled.

Cleaning and disinfection should be conducted by individuals who have been trained to use products in a safe and effective manner. Training should be ongoing to ensure procedures for safe and effective use of all products are followed.



## VII. Playgrounds and Fitness Equipment

**It is your responsibility to treat everyone as a potential carrier. Remember to always use your personal protective equipment recommended by the manufacturer's Safety Data Sheet (SDS) and practice social distancing.**

**As part of standard infection control practices, routine cleaning should be ongoing. Surfaces touched most frequently should be prioritized for routine cleaning.**

Step	Action
1	Close off areas as needed for cleaning and disinfection.
2	Always clean surfaces prior to use of disinfectants in order to reduce soil and remove germs.
3	Disinfect all touch points, not just the frequently touched surfaces. To make the process easier, consider using a manual sprayer or equipment such as electrostatic sprayers, foggers, and misters to make sure hard to reach surfaces are not missed.
4	Allow for surfaces to air dry or wipe dry after recommended dwell time based on manufacturer's SDS.
5	You are required to secure and store all supplies and cleaning materials when not in use in a locked and secured area.
6	Place all used gloves and other disposable items in a bag that can be tied closed before disposing of them with other waste. Wash hands with soap and water for at least 20 seconds immediately after removing gloves or use an alcohol-based hand sanitizer if soap and water are not available.



## VIII. Dog Parks

**It is your responsibility to treat everyone as a potential carrier. Remember to always use your personal protective equipment recommended by the manufacturer's Safety Data Sheet (SDS) and practice social distancing.**

**As part of standard infection control practices, routine cleaning should be ongoing. Surfaces touched most frequently should be prioritized for routine cleaning.**

**Please encourage park goers to take extra precautions to stay healthy and safe by maintaining social distancing and wearing face masks while visiting the park. Signage should also be in place.**

Step	Action
1	Empty trash receptacles and address all graffiti concerns.
2	Replace trash liners and resupply dog waste bags.
3	Always clean surfaces prior to use of disinfectants in order to reduce soil and remove germs.
4	Disinfect all frequently touched surfaces such as hydration stations, park benches, pooper scoopers, entry gate handles, bag stations, and amenities.
5	Allow for surfaces to air dry or wipe dry after recommended dwell time based on manufacturer's SDS.
6	Place all used gloves and other disposable items in a bag that can be tied closed before disposing of them with other waste. Wash hands with soap and water for at least 20 seconds immediately after removing gloves or use an alcohol-based hand sanitizer if soap and water are not available.



## V. Skate Parks

**It is your responsibility to treat everyone as a potential carrier. Remember to always use your personal protective equipment recommended by the manufacturer's Safety Data Sheet (SDS) and practice social distancing.**

**As part of standard infection control practices, routine cleaning should be ongoing. Surfaces touched most frequently should be prioritized for routine cleaning.**

Step	Action
1	Close off areas as needed for cleaning and disinfection.
2	Remove trash and debris, blow or sweep area, and address any graffiti concerns.
3	Inspection of the park looking for worn and damaged skating surfaces, any irregular surfaces that are skated, and a look at the overall condition of the equipment is a must. Conditions that could cause hazards should be closed to skating, and a job order should be submitted.
4	Always clean touch surfaces prior to use of disinfectants in order to reduce soil and remove germs.
5	Disinfect all touch points, not just the frequently touched surfaces. To make the process easier, consider using a manual sprayer or equipment such as electrostatic sprayers, foggers, and misters to make sure hard to reach surfaces are not missed.
6	Allow for surfaces to air dry or wipe dry after recommended dwell time based on manufacturer's SDS.
7	You are required to secure and store all supplies and cleaning materials when not in use in a locked and secured area.
8	Place all used gloves and other disposable items in a bag that can be tied closed before disposing of them with other waste. Wash hands with soap and water for at least 20 seconds immediately after removing gloves or use an alcohol-based hand sanitizer if soap and water are not available.





**Appendix B, Exhibit 9a  
PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES**

FACILITY:		<b>CHARLES FARNSWORTH PARK</b>		
		568 East Mount Curve Avenue		
		Altadena, CA 91001		
		<b>Annual Frequency</b>	<b>Cost Per Frequency</b>	<b>Annual Costs</b>
sow	<b>GROUP I</b>			
17	1. Mowing			
	a. General Turf Areas (April thru Nov., once per week (35); December thru March, once every 2 weeks (8))	43	<u>\$1,544.47</u>	<u>\$ 66,412.00</u>
	b. Specialized Areas	N/A		
18	2. Group I - Site Inspection and Reporting Per Requirements specified in Section 18 of SOW	43	<u>\$3.00</u>	<u>\$ 129.00</u>
19	3. Group I - Management/Supervision Per requirements specified in Section 19 of SOW	43	<u>\$3.00</u>	<u>\$ 129.00</u>
sow	<b>GROUP II</b>			
20	4. Mechanical Edging			
	a. Turf Areas (Tasks performed with mowing services)	43	<u>\$58.00</u>	<u>\$ 2,494.00</u>
	b. Ground Cover Areas (Once per month)	12	<u>\$19.50</u>	<u>\$ 234.00</u>
21	5. Weed Removal in areas where it is impractical to use chemicals			
	a. Walks, Beds, Planters, Hardscape (Once per week)	52	<u>\$13.50</u>	<u>\$ 702.00</u>
	b. Bare Areas (Once per month)	12	<u>\$21.00</u>	<u>\$ 252.00</u>
	c. Undeveloped Areas (Once per month)	12	<u>\$18.00</u>	<u>\$ 216.00</u>
22	6. Litter Control			
	a. Developed Areas (Daily)	364	<u>\$12.00</u>	<u>\$ 4,368.00</u>
	b. Undeveloped Areas (Once per week)	52	<u>\$7.50</u>	<u>\$ 390.00</u>
23	7. Trash Containers			
	Empty Exterior Trash Containers (Daily)	364	<u>\$9.00</u>	<u>\$ 3,276.00</u>
24	8. Trash Bin Removal From Site (Once per week)	52	<u>\$671.00</u>	<u>\$ 34,892.00</u>
25	9. Raking			
	a. Turf Under Trees (Once per month)	12	<u>\$21.00</u>	<u>\$ 252.00</u>
	b. Planter Beds and Planters (Once per week)	52	<u>\$18.00</u>	<u>\$ 936.00</u>
26	10. Pruning and Hedge Trimming			
	a. Tree Clearance (Once per month)	12	<u>\$64.50</u>	<u>\$ 774.00</u>
	b. Shrub Pruning (Once per month)	12	<u>\$46.50</u>	<u>\$ 558.00</u>
	c. Hedge Shaping and Trimming (Once per month)	12	<u>\$33.00</u>	<u>\$ 396.00</u>
	d. Ground Cover Pruning (Once per month)	12	<u>\$28.50</u>	<u>\$ 342.00</u>
27	11. Sweeping			
	a. Hard Surfaces, Walks, Steps, Parking Lot Corners Tennis Courts, Basketball Courts (Daily)	364	<u>\$7.00</u>	<u>\$ 2,548.00</u>
	b. Picnic Table Pads (Daily)	364	<u>\$4.50</u>	<u>\$ 1,638.00</u>
	c. Picnic Shelters (Daily)	364	<u>\$4.50</u>	<u>\$ 1,638.00</u>
28	12. Washing			
	a. Tennis Courts Per requirements specified in Section 28.1 of SOW. (Once per week)	52	<u>\$7.50</u>	<u>\$ 390.00</u>
	b. Picnic Table Pads Per requirements specified in Section 28.2 of SOW. (Once per week)	52	<u>\$4.50</u>	<u>\$ 234.00</u>
	c. Patio/Designated Areas Used for Food Service Tasks performed on Monday, Wednesday, and Friday, Once per day, before 10am	N/A		
	d. Picnic Shelters Tasks performed on Monday, Wednesday, and Friday, Once per day, Per Recreation schedule.	156	<u>\$19.00</u>	<u>\$ 2,964.00</u>
29	13. Graffiti Eradication and Control			
	a. Exterior Per requirements specified in Section 29.1 of SOW. (Daily)	364	<u>\$3.00</u>	<u>\$ 1,092.00</u>
	b. Interior Per requirements specified in Section 29.1 of SOW. (Daily)	364	<u>\$3.00</u>	<u>\$ 1,092.00</u>

**Appendix B, Exhibit 9a**  
**PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES**

30	14. Sand/Woodchips Play Area/Playground Equipment/Fitness Zone			
	a. Inspect Playground Site and Fitness Zone Equipment for Safety (Daily)	364	<u>\$3.00</u>	<u>\$ 1,092.00</u>
	b. Maintain Sand/Woodchips Play Area(s) Tasks performed as specified in section 30 of SOW on a daily basis	364	<u>\$4.50</u>	<u>\$ 1,638.00</u>
	c. Sweep Walks Around Play Area & Return Sand/Woodchips to Play Area (Daily)	364	<u>\$4.50</u>	<u>\$ 1,638.00</u>
	d. COVID Cleaning/Disinfecting Cleaning and Disinfecting Tasks performed as instructed by the Director	364	<u>\$1.50</u>	<u>\$ 546.00</u>
31	15. Picnic Areas/Shelters			
	a. Daily Operations	364	<u>\$450.00</u>	<u>\$ 1,638.00</u>
	b. Weekly Operations	52	<u>\$7.50</u>	<u>\$ 390.00</u>
	c. Monthly Operations	12	<u>\$15.00</u>	<u>\$ 180.00</u>
	d. COVID Cleaning/Disinfecting Cleaning and Disinfecting Tasks performed as instructed by the Director	364	<u>\$1.50</u>	<u>\$ 546.00</u>
32	16. Drinking Fountains Maintenance			
	a. Interior and Exterior Drinking Fountains (Daily)	364	<u>\$4.50</u>	<u>\$ 1,638.00</u>
	b. COVID Cleaning/Disinfecting Cleaning and Disinfecting Tasks performed as instructed by the Director	364	<u>\$1.50</u>	<u>\$ 546.00</u>
33	17. Aerification			
	a. Per Specification - Section 33 (Three per year, April thru November, as directed by Director)	3	<u>\$16.00</u>	<u>\$ 48.00</u>
34	18. Fertilization			
	Per SOW Specification - Section 34 (Three per year, April thru November, as directed by Director)	3	<u>\$537.00</u>	<u>\$ 1,611.00</u>
35	19. Rodent Control			
	a. Per Specification - Section 35.1 (Once per Week)	52	<u>\$37.50</u>	<u>\$ 1,950.00</u>
	b. Per Specification - Section 35.2 (Tasks performed prior to each mowing operation)	43	<u>\$6.00</u>	<u>\$ 258.00</u>
36	20. Swales and Drains			
	Per Specification - Section 36 (Once per month)	12	<u>\$7.50</u>	<u>\$ 90.00</u>
37	21. Service Yards and Storage Areas			
	Per Specification - Section 37 (Once per week)	52	<u>\$16.50</u>	<u>\$ 858.00</u>
38	22. Dog Waste Stations (Daily; prior to 8:00am)	364	<u>\$9.00</u>	<u>\$ 3,276.00</u>
39	23. Group II - Site Inspection and Reporting Per Requirements specified in Section 39 of SOW	364	<u>\$3.00</u>	<u>\$ 1,092.00</u>
40	24. Group II - Management/Supervision Per Requirements specified in Section 40 of SOW	364	<u>\$3.00</u>	<u>\$ 1,092.00</u>
sow	<b>GROUP III</b>			
41	25. Sports Field Maintenance			
	a. Ballfield Preparation for each Diamond Per Recreation Schedule (2x364) (As directed each diamond)	728	<u>\$22.00</u>	<u>\$ 16,016.00</u>
	b. Periodic Preparations for each Diamond (2x12) (Once per month each diamond)	24	<u>\$24.00</u>	<u>\$ 576.00</u>
	c. Detailing Sports Field Areas (2x52) (Once every week each diamond)	104	<u>\$13.50</u>	<u>\$ 1,404.00</u>
41.6	d. Horseshoe Pit Maintenance (Daily)	364	<u>\$4.50</u>	<u>\$ 1,638.00</u>
	e. Equestrian Arena			
	Daily Maintenance Tasks	N/A		
	Weekly Maintenance Tasks	N/A		
42	26. Group III - Site Inspection and Reporting			
	a. Per Requirements	364	<u>\$3.00</u>	<u>\$ 1,092.00</u>
43	27. Group III - Management/Supervision			
	a. Group III Management/Supervision	364	<u>\$3.00</u>	<u>\$ 1,092.00</u>

**Appendix B, Exhibit 9a**  
**PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES**

sow	<b>GROUP IV</b>			
	<b>28. Building Maintenance</b>			
44	a. Basic Interior Building Maintenance			
	Level I - Requires full agreement mandates plus additional stipulated functions			
	Davies Building - (Tasks performed Daily)	364	\$4.50	\$ 1,638.00
	District Sub-Office - (Tasks performed Daily)	364	\$4.50	\$ 1,638.00
	Level II - Requires full agreement mandates*	N/A		
	(Three time per week: Monday, Wednesday, Friday)			
	Level III - Requires that daily and weekly agreement mandates be performed together	N/A		
	b. COVID Cleaning/Disinfecting (Davies Building and District Sub-office)	364	\$1.50	\$ 546.00
	Cleaning and Disinfecting Tasks performed as instructed by the Director			
45	c. Periodic Interior Building Maintenance			
	Weekly	52	\$19.50	\$ 1,014.00
	Monthly	12	\$19.50	\$ 234.00
	Gymnasium Building			
46	d. Gymnasium Floor	N/A		
	e. Shower & Locker Rooms Maintenance	N/A		
	f. Weight Room	N/A		
47	29. Inspect/Replace Exterior Security Lights	12	\$12.00	\$ 144.00
	(Once per month)			
48	30. Hose Off Exterior of Building and Adjacent Plants	52	\$12.00	\$ 624.00
	(Once per week)			
49	31. Clean Interior and Exterior Storage and Maintenance Rooms	52	\$9.00	\$ 468.00
	(Once per week)			
	COVID Cleaning/Disinfecting	52	\$1.50	\$ 78.00
	Cleaning and Disinfecting Tasks performed as instructed by the Director			
50	32. Daily Restroom Maintenance			
	a. Interior Restrooms			
	First cleaning performed prior to 8:00am	364	\$9.00	\$ 3,276.00
	Second cleaning performed after 1:00pm, but prior to 2:30pm	364	\$9.00	\$ 3,276.00
	b. COVID Cleaning/Disinfecting	364	\$9.00	\$ 3,276.00
	Cleaning and Disinfecting Tasks performed as instructed by the Director			
	c. Comfort Stations			
	First cleaning performed prior to 8:00am	364	\$28.00	\$ 10,192.00
	Second cleaning performed after 1:00pm, but prior to 2:30pm			
	d. COVID Cleaning/Disinfecting	364	\$1.50	\$ 546.00
	Cleaning and Disinfecting Tasks performed as instructed by the Director			
51	33. Weekly Restroom Maintenance			
	a. Interior Restrooms	52	\$9.00	\$ 468.00
	b. Comfort Stations	52	\$7.50	\$ 390.00
52	34. Monthly Restroom Maintenance			
	a. Interior Restrooms	12	\$12.00	\$ 144.00
	b. Comfort Stations	12	\$10.50	\$ 126.00
53	35. Group IV - Site Inspection and Reporting			
	a. Per Requirements	364	\$3.00	\$ 1,092.00
54	36. Group IV - Management/Supervision			
	a. Group IV Management/Supervision	364	\$3.00	\$ 1,092.00
sow	<b>GROUP V</b>			
55	37. Chemical Edging/Detailing			
	a. Turf - detailing general turf areas with systemic herbicides	12	\$523.00	\$ 6,276.00
	(Once every month, March through November, Inclusive) (Once per month)			
	b. Beds, Planters, Walkways, Hard Surfaces, Picnic Areas, Undeveloped Areas, Drainage			
	Areas, Play Areas, Patios, Walkways, Curbs, Gutters, Expansion Joints, Roadways,			
	Stream Beds - with systemic herbicides	12	\$681.00	\$ 8,172.00
	(Once per month)			
56	c. Broadleaf Control in Turf Areas	N/A		
	(Once annually as scheduled by Director)			
58	38. Group V - Site Inspection and Reporting			
	a. Per Requirements	12	\$6.00	\$ 72.00
59	39. Group V - Management/Supervision			
	a. Group V Management/Supervision	12	\$3.00	\$ 36.00

**Appendix B, Exhibit 9a  
PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES**

<b>SOW GROUP VI</b>			
60	40. Watering and Irrigation System Management		
	a. Valve Box Integrity - Replace Covers, Check for Safety and Security (Daily)	364	\$7.50
			\$ 2,730.00
60	b. Inspect, Operate, Control and Make Adjustments (Once a week)	52	\$18.00
			\$ 936.00
61	c. Test System for Operability, Ongoing Repair of System Components and Response to Intermittent Malfunctions (Once a week)	52	\$38.00
			\$ 1,976.00
62	41. Group VI - Site Inspection and Reporting	364	\$8.00
	a. Per Requirements		\$ 2,912.00
63	42. Group VI - Management/Supervision	364	\$8.00
	a. Group VI Management/Supervision		\$ 2,912.00
<b>SOW SEASONAL SPECIALTY TASKS</b>		<b>Annual Frequency</b>	
64	43. Shrub and Tree Care/Pruning	N/A	
65	44. Cultivating Tasks performed daily as indicated on the SOW	N/A	
66	45. Renovation/Vertical Mowing	N/A	
67	46. Turf Reseeding/Restoration of Bare Areas	N/A	
68	47. Disease/Insect Control	N/A	
69	48. Plant Materials		
	a. Replacement Tasks performed as indicated on the SOW	N/A	
	b. Slope Bare Areas	N/A	

**HOURS AND DAYS OF MAINTENANCE SERVICES**

For the months of November through April, 6:00 a.m. to 2:30 p.m.  
For the months of May through October, 5:30 a.m. to 2:00 p.m.

**FACILITY:**     **CHARLES FARNSWORTH PARK**  
568 East Mount Curve Avenue  
Altadena, CA 91001

**ANNUAL COSTS**

GROUP I	\$66,670.00
GROUP II	\$81,805.00
GROUP III	\$21,818.00
GROUP IV	\$30,262.00
GROUP V	\$14,556.00
GROUP VI	\$11,446.00
SEASONAL SPECIALTY TASKS	0
<b>TOTAL ANNUAL COSTS</b>	<b>\$ 226,557.00</b>

**Appendix B, Exhibit 9a**  
**PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES**

FACILITY: **LOMA ALTA PARK**  
 3330 North Lincoln Avenue  
 Altadena, CA 91001

sow	GROUP I	Annual Frequency		
17	1. Mowing			
	a. General Turf Areas	43	\$160.00	\$ 6,880.00
	(April thru Nov., once per week (35); December thru March, once every 2 weeks (8))			<u>          -</u>
	b. Specialized Areas	N/A		
18	2. Group I - Site Inspection and Reporting	43	\$3.00	\$ 129.00
	Per Requirements specified in Section 18 of SOW			
19	3. Group I - Management/Supervision	43	\$3.00	\$ 129.00
	Per requirements specified in Section 19 of SOW			
sow	<b>GROUP II</b>			
20	4. Mechanical Edging			
	a. Turf Areas	43	\$18.00	\$ 774.00
	(Tasks performed with mowing services)			
	b. Ground Cover Areas	12	\$12.00	\$ 144.00
	(Once per month)			
21	5. Weed Removal in areas where it is impractical to use chemicals			
	a. Walks, Beds, Planters, Hardscape	52	\$9.00	\$ 468.00
	(Once per week)			
	b. Bare Areas	12	\$6.00	\$ 72.00
	(Once per month)			
	c. Undeveloped Areas	12	\$6.00	\$ 72.00
	(Once per month)			
22	6. Litter Control			
	a. Developed Areas	364	\$6.00	\$ 2,184.00
	(Daily)			
	b. Undeveloped Areas	52	\$6.00	\$ 312.00
	(Once per week)			
23	7. Trash Containers			
	a. Empty Exterior Trash Containers	364	\$10.50	\$ 3,822.00
	(Daily)			
24	8. Trash Bin Removal From Site	N/A		
	(Once per week)			
25	9. Raking			
	a. Turf Under Trees	12	\$10.50	\$ 126.00
	(Once per month)			
	b. Planter Beds and Planters	52	\$6.00	\$ 312.00
	(Once per week)			
26	10. Pruning and Hedge Trimming			
	a. Tree Clearance	12	\$246.00	\$ 2,952.00
	(Once per month)			
	b. Shrub Pruning	12	\$21.00	\$ 252.00
	(Once per month)			
	c. Hedge Shaping and Trimming	12	\$19.50	\$ 234.00
	(Once per month)			
	d. Ground Cover Pruning	12	\$18.00	\$ 216.00
	(Once per month)			
27	11. Sweeping			
	a. Hard Surfaces, Walks, Steps, Parking Lot Corners, Tennis Courts, Basketball Courts	364	\$3.00	\$ 1,092.00
	(Daily)			
	b. Picnic Table Pads	364	\$1.50	\$ 546.00
	(Daily)			
	c. Picnic Shelters	364	\$1.50	\$ 546.00
	(Daily)			
28	12. Washing			
	a. Tennis Courts	52	\$9.00	\$ 468.00
	Per requirements specified in Section 28.1 of SOW. (Once per week)			
	b. Picnic Table Pads	52	\$3.00	\$ 156.00
	Per requirements specified in Section 28.2 of SOW. (Once per week)			
	c. Patio/Designated Areas Used for Food Service	156	\$3.00	\$ 468.00
	Tasks performed on Monday, Wednesday, and Friday. Once per day. Per Recreation schedule.			
	d. Picnic Shelters	156	\$3.00	\$ 468.00
	Tasks performed on Monday, Wednesday, and Friday. Once per day, before 10am			
29	13. Graffiti Eradication and Control			
	a. Exterior	364	\$1.50	\$ 46.00
	Per requirements specified in Section 29.1 of SOW. (Daily)			
	b. Interior	364	\$1.50	\$ 546.00
	Per requirements specified in Section 29.1 of SOW. (Daily)			

**Appendix B, Exhibit 9a**  
**PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES**

FACILITY:		<b>LOMA ALTA PARK</b>	
		3330 North Lincoln Avenue	
		Altadena, CA 91001	
		<b>Annual Frequency</b>	
30	14. Sand/Woodchips Play Area/Playground Equipment/Fitness Zone		
	a. Inspect Playground Site and Fitness Zone Equipment for Safety (Daily)	364	\$ 546.00
	b. Maintain Sand/Woodchips Play Area(s)		
	Tasks performed as specified in section 30 of SOW on a daily basis	364	\$ 546.00
	c. Sweep Walks Around Play Area & Return Sand/Woodchips to Play Area (Daily)	364	\$ 546.00
	d. COVID Cleaning/Disinfecting Cleaning and Disinfecting Tasks performed as instructed by the Director	364	\$ 546.00
31	15. Picnic Areas/Shelters		
	a. Daily Operations	364	\$ 546.00
	b. Weekly Operations	52	\$ 224.00
	c. Monthly Operations	12	\$ 180.00
	d. COVID Cleaning/Disinfecting Cleaning and Disinfecting Tasks performed as instructed by the Director	364	\$ 546.00
32	16. Drinking Fountains Maintenance		
	a. Interior and Exterior Drinking Fountains (Daily)	364	\$ 546.00
	b. COVID Cleaning/Disinfecting Cleaning and Disinfecting Tasks performed as instructed by the Director	364	\$ 546.00
33	17. Aerification		
	a. Per Specification - Section 33 (Three per year, April thru November, as directed by Director)	3	\$ 288.00
34	18. Fertilization		
	a. Per SOW Specification - Section 34 (Three per year, April thru November, as directed by Director)	3	\$ 1,491.00
35	19. Rodent Control		
	a. Per Specification - Section 35.1 (Once per Week)	52	\$ 156.00
	b. Per Specification - Section 35.2 (Tasks performed prior to each mowing operation)	43	\$ 129.00
36	20. Swales and Drains		
	a. Per Specification - Section 36 (Once per month)	24	\$ 216.00
37	21. Service Yards and Storage Areas		
	a. Per Specification - Section 37 (Once per week)	52	\$ 156.00
38	22. Dog Waste Stations		
	(Daily, prior to 8:00am)	364	\$ 13,832.00
39	23. Group II - Site Inspection and Reporting		
	Per Requirements specified in Section 39 of SOW	364	\$ 1,092.00
40	24. Group II - Management/Supervision		
	Per Requirements specified in Section 40 of SOW	364	\$ 1,092.00
sow	<b>GROUP III</b>		
41	25. Sports Field Maintenance		
	a. Ballfield Preparation for each Diamond Per Recreation Schedule (2x364) (As directed each diamond)	728	\$ 8,736.00
	b. Periodic Preparations for each Diamond (2x12) (Once per month each diamond)	24	\$ 432.00
	c. Detailing Sports Field Areas (2x52) (Once every week each diamond)	104	\$ 1,092.00
41.6	d. Horseshoe Pit Maintenance (Daily)	N/A	
	e. Equestrian Arena		
	Daily Maintenance Tasks	364	\$ 546.00
	Weekly Maintenance Tasks	52	\$ 78.00
42	26. Group III - Site Inspection and Reporting		
	a. Per Requirements	364	\$ 546.00
43	27. Group III - Management/Supervision		
	a. Group III Management/Supervision	364	\$ 546.00

**Appendix B, Exhibit 9a**  
**PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES**

FACILITY:		LOMA ALTA PARK	
		3330 North Lincoln Avenue	
		Altadena, CA 91001	
		<b>Annual</b>	
		<b>Frequency</b>	
sow	<b>GROUP IV</b>		
	28. Building Maintenance		
44	a. Basic Interior Building Maintenance		
	Level I - Requires full agreement mandates plus additional stipulated functions	364	\$1.50      \$ 546.00
	Level II - Requires full agreement mandates	N/A	\$ -
	(Three time per week: Monday, Wednesday, Friday)		
	Level III - Requires that daily and weekly agreement mandates be performed together	N/A	
	District Sub-Office - (Tasks performed once weekly)		
	b. COVID Cleaning/Disinfecting	364	\$1.50      \$ 546.00
	Cleaning and Disinfecting Tasks performed as instructed by the Director		\$ -
45	c. Periodic Interior Building Maintenance		
	Weekly	52	\$7.50      \$ 390.00
	Monthly	12	\$7.50      \$390.00
	Gymnasium Building		
46	d. Gymnasium Floor	364	\$5.1758    \$ 1,884.00
	Task performed daily		
	e. Shower & Locker Rooms Maint.	N/A	
	f. Weight Room	N/A	
47	29. Inspect/Replace Exterior Security Lights	12	\$3.00      \$ 36.00
	(Once per month)		
48	30. Hose Off Exterior of Building and		
	Adjacent Plants	52	\$4.50      \$ 234.00
	(Once per week)		
49	31. Clean Interior and Exterior Storage		
	and Maintenance Rooms	52	\$4.50      \$ 224.00
	(Once per week)		
	COVID Cleaning/Disinfecting	52	\$7.50      \$ 390.00
	Cleaning and Disinfecting Tasks performed as instructed by the Director		
50	32. Daily Restroom Maintenance		
	a. Interior Restrooms		
	First cleaning performed prior to 8:00am	364	\$3.00      \$ 1,092.00
	Second cleaning performed after 1:00pm, but prior to 2:30pm	364	\$3.00      \$ 1,092.00
	b. COVID Cleaning/Disinfecting	364	\$1.50      \$ 546.00
	Cleaning and Disinfecting Tasks performed as instructed by the Director		
	c. Comfort Stations		
	First cleaning performed prior to 8:00am	364	\$3.00      \$ 1,092.00
	Second cleaning performed after 1:00pm, but prior to 2:30pm	364	\$3.00      \$ 1,092.00
	d. COVID Cleaning/Disinfecting	364	\$3.00      \$ 1,092.00
	Cleaning and Disinfecting Tasks performed as instructed by the Director		
51	33. Weekly Restroom Maintenance		
	a. Interior Restrooms	52	\$7.50      \$ 390.00
	b. Comfort Stations	52	\$6.00      \$ 312.00
52	34. Monthly Restroom Maintenance		
	a. Interior Restrooms	12	\$9.00      \$ 108.00
	b. Comfort Stations	12	\$7.50      \$ 90.00
53	35. Group IV - Site Inspection and Reporting		
	a. Per Requirements	364	\$1.50      \$ 546.00
54	36. Group IV - Management/Supervision		
	a. Group IV Management/Supervision	364	\$1.50      \$ 546.00
sow	<b>GROUP V</b>		
55	37. Chemical Edging/Detailing		
	a. Turf - detailing general turf areas with systemic herbicides	12	\$60.00    \$ 720.00
	(Once every month, March through November, Inclusive)		
	b. Beds, Planters, Walkways, Hard Surfaces, Picnic Areas, Undeveloped Areas, Drainage		
	Areas, Play Areas, Patios, Walkways, Curbs, Gutters, Expansion Joints, Roadways,		
	Stream Beds - with systemic herbicides	12	\$67.50    \$ 810.00
	(Once per month)		
56	c. Broadleaf Control in Turf Areas	N/A	
	(Once annually as scheduled by Director)		
58	38. Group V - Site Inspection and Reporting		
	a. Per Requirements	12	\$3.00      \$ 36.00
59	39. Group V - Management/Supervision		
	a. Group V Management/Supervision	12	\$3.00      \$ 36.00

**Appendix B, Exhibit 9a  
PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES**

FACILITY: **LOMA ALTA PARK**  
3330 North Lincoln Avenue  
Altadena, CA 91001

		Annual Frequency		
sow	<b>GROUP VI</b>			
60	40. Watering and Irrigation System Management			
	a. Valve Box Integrity - Replace Covers, Check for Safety and Security (Daily)	364	\$4.50	1,638.00
			<u>          </u>	<u>          </u>
60	b. Inspect, Operate, Control and Make Adjustments (Once a week)	52	\$64.50	3,354.00
			<u>          </u>	<u>          </u>
61	c. Test System for Operability, Ongoing Repair of System Components and Response to Intermittent Malfunctions (Once a week)	52	\$12.00	624.00
			<u>          </u>	<u>          </u>
62	41. Group VI - Site Inspection and Reporting			
	a. Per Requirements	364	\$1.50	546.00
			<u>          </u>	<u>          </u>
63	42. Group VI - Management/Supervision			
	a. Group VI Management/Supervision	364	\$1.50	546.00
			<u>          </u>	<u>          </u>
sow	<b>SEASONAL SPECIALTY TASKS</b>			
64	43. Shrub and Tree Care/Pruning	N/A		
65	44. Cultivating Tasks performed daily as indicated on the SOW	N/A		
66	45. Renovation/Vertical Mowing	N/A		
67	46. Turf Reseeding/Restoration of Bare Areas	N/A		
68	47. Disease/Insect Control	N/A		
69	48. Plant Materials			
	a. Replacement Tasks performed as indicated on the SOW	N/A		
	b. Slope Bare Areas	N/A		

**HOURS AND DAYS OF MAINTENANCE SERVICES**

For the months of November through April, 6:00 a.m. to 2:30 p.m.  
For the months of May through October, 5:30 a.m. to 2:00 p.m.

FACILITY: **LOMA ALTA PARK**  
3330 North Lincoln Avenue  
Altadena, CA 91001

**ANNUAL COSTS**

GROUP I	\$7,138.00	
GROUP II	\$39,500.00	
GROUP III	\$11,976.00	
GROUP IV	\$12,648.00	
GROUP V	\$1,602.00	
GROUP VI	\$6,708.00	
SEASONAL SPECIALTY TASKS	0	
<b>TOTAL ANNUAL COSTS</b>	<b>\$ 79,572.00</b>	



**Appendix B, Exhibit 9a  
PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES**

FACILITY: **CHARLES WHITE PARK**  
77 Mountain View Street  
Altadena, CA 91001

		Annual Frequency		
sow	<b>GROUP I</b>			
17	1. Mowing			
	a. General Turf Areas (April thru Nov., once per week (35); December thru March, once every 2 weeks (8))	43	\$7.49	\$ 322.00
	b. Specialized Areas	N/A		-
18	2. Group I - Site Inspection and Reporting Per Requirements specified in Section 18 of SOW	43	\$1.50	\$ 64.50
19	3. Group I - Management/Supervision Per requirements specified in Section 19 of SOW	43	\$1.50	\$ 64.50
sow	<b>GROUP II</b>			
20	4. Mechanical Edging			
	a. Turf Areas (Tasks performed with mowing services)	43	\$18.00	\$ 774.00
	b. Ground Cover Areas (Once per month)	12	\$18.00	\$ 216.00
21	5. Weed Removal in areas where it is impractical to use chemicals			
	a. Walks, Beds, Planters, Hardscape (Once per week)	52	\$9.00	\$ 468.00
	b. Bare Areas (Once per month)	12	\$15.00	\$ 180.00
	c. Undeveloped Areas (Once per month)	N/A		
22	6. Litter Control			
	a. Developed Areas (Daily)	364	\$4.50	\$ 1,638.00
	b. Undeveloped Areas (Once per week)	N/A		
23	7. Trash Containers			
	a. Empty Exterior Trash Containers (Daily)	364	\$1.50	\$ 546.00
24	8. Trash Bin Removal From Site (Once per week)	N/A		
25	9. Raking			
	a. Turf Under Trees (Once per month)	12	\$9.00	\$ 108.00
	b. Planter Beds and Planters (Once per week)	52	\$78.00	\$ 4,056.00
26	10. Pruning and Hedge Trimming			
	a. Tree Clearance (Once per month)	12	\$21.00	\$ 252.00
	b. Shrub Pruning (Once per month)	12	\$18.00	\$ 216.00
	c. Hedge Shaping and Trimming (Once per month)	12	\$16.50	\$ 198.00
	d. Ground Cover Pruning (Once per month)	12	\$12.00	\$ 144.00
27	11. Sweeping			
	a. Hard Surfaces, Walks, Steps, Parking Lot Corners, Tennis Courts, Basketball Courts (Daily)	364	\$3.00	\$ 1,092.00
	b. Picnic Table Pads (Daily)	364	\$3.00	\$ 1,092.00
	c. Picnic Shelters (Daily)	364	\$3.00	\$ 1,092.00
28	12. Washing			
	a. Tennis Courts Per requirements specified in Section 28.1 of SOW. (Once per week)	N/A		
	b. Picnic Table Pads Per requirements specified in Section 28.2 of SOW. (Once per week)	52	\$3.00	\$ 156.00
	c. Patio/Designated Areas Used for Food Service Tasks performed on Monday, Wednesday, and Friday. Once per day, before 10am	N/A		
	d. Picnic Shelters Tasks performed on Monday, Wednesday, and Friday. Once per day. Per recreation schedule.	156	\$3.00	\$ 468.00

**Appendix B, Exhibit 9a**  
**PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES**

29	13. Graffiti Eradication and Control			
	a. Exterior	364	\$1.50	\$ 546.00
	Per requirements specified in Section 29.1 of SOW. (Daily)			
	b. Interior	364	\$1.50	\$ 546.00
	Per requirements specified in Section 29.1 of SOW. (Daily)			
30	14. Sand/Woodchips Play Area/Playground Equipment/Fitness Zone			
	a. Inspect Playground Site and Fitness Zone Equipment for Safety (Daily)	364	\$3.00	\$ 1,092.00
	b. Maintain Sand/Woodchips Play Area(s) Tasks performed as specified in section 30 of SOW on a daily basis	364	\$1.50	\$ 546.00
	c. Sweep Walks Around Play Area & Return Sand/Woodchips to Play Area (Daily)	364	\$3.00	\$ 1,092.00
	d. COVID Cleaning/Disinfecting Cleaning and Disinfecting Tasks performed as instructed by the Director	364	\$1.50	\$ 546.00
31	15. Picnic Areas/Shelters			
	a. Daily Operations	364	\$3.00	\$ 1,092.00
	b. Weekly Operations	52	\$4.50	\$ 234.00
	c. Monthly Operations	12	\$7.50	\$ 90.00
	d. COVID Cleaning/Disinfecting Cleaning and Disinfecting Tasks performed as instructed by the Director	364	\$1.50	\$ 546.00
32	16. Drinking Fountains Maintenance			
	a. Interior and Exterior Driking Fountains (Daily)	364	\$1.50	\$ 546.00
	b. COVID Cleaning/Disinfecting Cleaning and Disinfecting Tasks performed as instructed by the Director	364	\$1.50	\$ 546.00
33	17. Aerification			
	a. Per Specification - Section 33 (Three per year, April thru November, as directed by Director)	3	\$135.00	\$ 405.00
34	18. Fertilization			
	a. Per SOW Specification - Section 34 (Three per year, April thru November, as directed by Director)	3	\$76.00	\$ 228.00
35	19. Rodent Control			
	a. Per Specification - Section 35.1 (Once per Week)	52	\$3.00	\$ 156.00
	b. Per Specification - Section 35.2 (Tasks performed prior to each mowing operation)	43	\$3.00	\$ 129.00
36	20. Swales and Drains			
	a. Per Specification - Section 36 (Once per month)	12	\$3.00	\$ 36.00
37	21. Service Yards and Storage Areas			
	a. Per Specification - Section 37 (Once per week)	N/A		
38	22. Dog Waste Stations	364	\$33.00	\$ 12,012
	(Daily, prior to 8:00am)			
39	23. Group II - Site Inspection and Reporting Per Requirements specified in Section 39 of SOW	364	\$1.50	\$ 546.00
40	24. Group II - Management/Supervision Per Requirements specified in Section 40 of SOW	364	\$1.50	\$ 546.00
sow	<b>GROUP III</b>			
41	25. Sports Field Maintenance			
	a. Ballfield Preparation for each Diamond Per Recreation Schedule (2x364) (As directed each diamond)	N/A		
	b. Periodic Preparations for each Diamond (2x12) (Once per month each diamond)	N/A		
	c. Detailing Sports Field Areas (2x52) (Once every week each diamond)	N/A		
41.6	d. Horseshoe Pit Maintenance (Daily)	N/A		
42	26. Group III - Site Inspection and Reporting			
	a. Per Requirements	N/A		
43	27. Group III - Management/Supervision			
	a. Group III Management/Supervision	N/A		

**Appendix B, Exhibit 9a**  
**PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES**

sow	<b>GROUP IV</b>			
	28. Building Maintenance			
44	a. Basic Interior Building Maintenance			
	Level I - Requires full agreement mandates plus additional stipulated functions	364	<u>\$4.50</u>	<u>\$ 1,638.00</u>
	Level II - Requires full agreement mandates (Three time per week: Monday, Wednesday, Friday)	N/A		
	Level III - Requires that daily and weekly agreement mandates be performed together	N/A		
	b. COVID Cleaning/Disinfecting	364	<u>\$1.50</u>	<u>\$ 546.00</u>
	Cleaning and Disinfecting Tasks performed as instructed by the Director			
45	c. Periodic Interior Building Maintenance			
	Weekly	52	<u>\$7.50</u>	<u>\$ 390.00</u>
	Monthly	6	<u>\$15.00</u>	<u>\$ 90.00</u>
	Gymnasium Building			
46	d. Gymnasium Floor	N/A		
	Task performed 5 times per week: Monday-Friday			
	e. Shower & Locker Rooms Maint.	N/A		
	f. Weight Room	N/A		
47	29. Inspect/Replace Exterior Security Lights (Once per month))	N/A		
48	30. Hose Off Exterior of Building and Adjacent Plants (Once per week)	N/A		
49	31. Clean Interior and Exterior Storage and Maintenance Rooms (Once per week)	52	<u>\$4.50</u>	<u>\$ 234.00</u>
	COVID Cleaning/Disinfecting Cleaning and Disinfecting Tasks performed as instructed by the Director	52	<u>\$3.00</u>	<u>\$ 156.00</u>
50	32. Daily Restroom Maintenance			
	a. Interior Restrooms			
	First cleaning performed prior to 8:00am	N/A		
	Second cleaning performed after 1:00pm, but prior to 2:30pm	N/A		
	b. Comfort Stations			
	First cleaning performed prior to 8:00am	364	<u>\$3.00</u>	<u>\$ 1,092.00</u>
	Second cleaning performed after 1:00pm, but prior to 2:30pm	364	<u>\$3.00</u>	<u>\$ 1,092.00</u>
	c. COVID Cleaning/Disinfecting Cleaning and Disinfecting Tasks performed as instructed by the Director	364	<u>\$1.50</u>	<u>\$ 546.00</u>
51	33. Weekly Restroom Maintenance			
	a. Interior Restrooms	N/A		
	b. Comfort Stations	52	<u>\$1.50</u>	<u>\$ 78.00</u>
52	34. Monthly Restroom Maintenance			
	a. Interior Restrooms	N/A		
	b. Comfort Stations	12	<u>\$3.00</u>	<u>\$ 36.00</u>
53	35. Group IV - Site Inspection and Reporting			
	a. Per Requirements	364	<u>\$1.50</u>	<u>\$ 546.00</u>
54	36. Group IV - Management/Supervision			
	a. Group IV Management/Supervision	364	<u>\$1.50</u>	<u>\$ 546.00</u>
sow	<b>GROUP V</b>			
55	37. Chemical Edging/Detailing			
	a. Turf - detailing general turf areas with systemic herbicides (Once every month, March through November, Inclusive)	12	<u>\$43.50</u>	<u>\$ 522.00</u>
	b. Beds, Planters, Walkways, Hard Surfaces, Picnic Areas, Undeveloped Areas, Drainage Areas, Play Areas, Patios, Walkways, Curbs, Gutters, Expansion Joints, Roadways, Stream Beds - with systemic herbicides (Once per month)	12	<u>\$52.50</u>	<u>\$ 630.00</u>
56	c. Broadleaf Control in Turf Areas (Once annually as scheduled by Director)	N/A		
58	38. Group V - Site Inspection and Reporting			
	a. Per Requirements	12	<u>\$.25</u>	<u>\$ 3.00</u>
59	39. Group V - Management/Supervision			
	a. Group V Management/Supervision	12	<u>\$4.50</u>	<u>\$ 54.00</u>

**Appendix B, Exhibit 9a  
PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES**

<b>sow GROUP VI</b>				
60	40. Watering and Irrigation System Management			
	a. Valve Box Integrity - Replace Covers, Check for Safety and Security (Daily)	364	<u>\$1.50</u>	<u>\$ 546.00</u>
60	b. Inspect, Operate, Control and Make Adjustments (Once a week)	52	<u>\$3.00</u>	<u>\$ 156.00</u>
61	c. Test System for Operability, Ongoing Repair of System Components and Response to Intermittent Malfunctions (Once a week)	52	<u>\$6.00</u>	<u>\$ 312.00</u>
62	41. Group VI - Site Inspection and Reporting			
	a. Per Requirements	364	<u>\$6.00</u>	<u>\$ 2,184.00</u>
63	42. Group VI - Management/Supervision			
	a. Group VI Management/Supervision	364	<u>\$3.00</u>	<u>\$ 1,092.00</u>
<b>sow SEASONAL SPECIALTY TASKS</b>				
64	43. Shrub and Tree Care/Pruning	N/A		
65	44. Cultivating Tasks performed daily as indicated on the SOW	N/A		
66	45. Renovation/Vertical Mowing	N/A		
67	46. Turf Reseeding/Restoration of Bare Areas	N/A		
68	47. Disease/Insect Control	N/A		
69	48. Plant Materials			
	a. Replacement Tasks performed as indicated on the SOW	N/A		
	b. Slope Bare Areas	N/A		

**HOURS AND DAYS OF MAINTENANCE SERVICES**

For the months of November through April, 6:00 a.m. to 2:30 p.m.  
For the months of May through October, 5:30 a.m. to 2:00 p.m.

FACILITY:     **CHARLES WHITE PARK**  
                  77 Mountain View Street  
                  Altadena, CA 91001

**ANNUAL COSTS**

GROUP I	<u>\$451.00</u>
GROUP II	<u>\$34,176.00</u>
GROUP III	<u>0</u>
GROUP IV	<u>\$6,990.00</u>
GROUP V	<u>\$1,209.00</u>
GROUP VI	<u>\$4,290.00</u>
SEASONAL SPECIALTY TASKS	<u>0</u>
<b>TOTAL ANNUAL COSTS</b>	<b>\$ <u>47,116.00</u></b>

**Appendix B, Exhibit 9a**  
**PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES**

FACILITY: **Monument Park (Altadena Triangle)**  
 SW Corner Lave Avenue & Altadena Drive  
 Altadena, CA 91001

**Annual  
 Frequencies**

sow	GROUP I			
17	1. Mowing			
	a. General Turf Areas	43	<b>\$94.49</b>	<b>\$ 4,063.00</b>
	(April thru Nov., once per week (35); December thru March, once every 2 weeks (8))			
	b. Specialized Areas	N/A		
18	2. Group I - Site Inspection and Reporting	43	<b>\$1.50</b>	<b>\$ 64.50</b>
	Per Requirements specified in Section 18 of SOW			
19	3. Group I - Management/Supervision	43	<b>\$1.50</b>	<b>\$ 64.50</b>
	Per requirements specified in Section 19 of SOW			
sow	<b>GROUP II</b>			
20	4. Mechanical Edging			
	a. Turf Areas	43	<b>\$9.00</b>	<b>\$ 387.00</b>
	(Tasks performed with mowing services)			
	b. Ground Cover Areas	12	<b>\$7.50</b>	<b>\$ 90.00</b>
	(Once per month)			
21	5. Weed Removal in areas where it is impractical to use chemicals			
	a. Walks, Beds, Planters, Hardscape	52	<b>\$6.00</b>	<b>\$ 312.00</b>
	(Once per week)			
	b. Bare Areas	12	<b>\$4.50</b>	<b>\$ 54.00</b>
	(Once per month)			
	c. Undeveloped Areas	N/A		
	(Once per month)			
22	6. Litter Control			
	a. Developed Areas	364	<b>\$1.50</b>	<b>\$ 546.00</b>
	(Daily)			
	b. Undeveloped Areas	N/A		
	(Once per week)			
23	7. Trash Containers			
	a. Empty Exterior Trash Containers	364	<b>\$1.50</b>	<b>\$ 546.00</b>
	(Daily)			
24	8. Trash Bin Removal From Site	N/A		
	(Once per week)			
25	9. Raking			
	a. Turf Under Trees	12	<b>\$6.00</b>	<b>\$ 72.00</b>
	(Once per month)			
	b. Planter Beds and Planters	52	<b>\$4.50</b>	<b>\$ 234.00</b>
	(Once per week)			
26	10. Pruning and Hedge Trimming			
	a. Tree Clearance	12	<b>\$12.00</b>	<b>\$ 144.00</b>
	(Once per month)			
	b. Shrub Pruning	12	<b>\$10.50</b>	<b>\$ 126.00</b>
	(Once per month)			
	c. Hedge Shaping and Trimming	N/A		
	(Once per month)			
	d. Ground Cover Pruning	12	<b>\$9.00</b>	<b>\$ 108.00</b>
	(Once per month)			
27	11. Sweeping			
	a. Hard Surfaces, Walks, Steps, Parking Lot Corners, Tennis Courts			
	Basketball Courts	364	<b>\$4.50</b>	<b>\$ 1,638.00</b>
	(Daily)			
	b. Picnic Table Pads	N/A		
	(Daily)			
	c. Picnic Shelters	N/A		
	(Daily)			

Appendix B, Exhibit 9a

PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

28	12. Washing			
	a. Tennis Courts/Hard court areas/walk ways. <i>Per requirements specified in Section 28.1 of SOW. (Once per week)</i>	12	<u>\$15.00</u>	<u>\$ 180.00</u>
	b. Picnic Table Pads <i>Per requirements specified in Section 28.2 of SOW. (Once per week)</i>	N/A		
	c. Patio/Designated Areas Used for Food Service <i>Tasks performed on Monday, Wednesday, and Friday. Once per day, before 10am</i>	N/A		
	d. Picnic Shelters <i>Tasks performed on Monday, Wednesday, and Friday. Once per day, before 10am</i>	N/A		
29	13. Graffiti Eradication and Control			
	a. Exterior <i>Per requirements specified in Section 29.1 of SOW. (Daily)</i>	364	<u>\$1.50</u>	<u>\$546.00</u>
	b. Interior <i>Per requirements specified in Section 29.1 of SOW. (Daily)</i>	N/A		
30	14. Sand/Woodchips Play Area/Playground Equipment/Fitness Zone			
	a. Inspect Playground Site and Fitness Zone Equipment for Safety <i>(Daily)</i>	N/A		
	b. Maintain Sand/Woodchips Play Area(s) <i>Tasks performed as specified in section 31 of SOW on a daily basis</i>	N/A		
	c. Sweep Walks Around Play Area & Return Sand/Woodchips to Play Area <i>(Daily)</i>	N/A		
31	15. Picnic Areas/Shelters			
	a. Daily Operations	364	<u>\$1.50</u>	<u>\$ 546.00</u>
	b. Weekly Operations	N/A		
	c. COVID Cleaning/Disinfecting <i>Cleaning and Disinfecting Tasks performed as instructed by the Director</i>	364	<u>\$1.50</u>	<u>\$ 546.00</u>
32	16. Drinking Fountains Maintenance			
	a. Interior and Exterior Drinking Fountains <i>(Daily)</i>	N/A		
33	17. Aerification			
	<i>Per Specification - Section 33 (Three per year, April thru November, as directed by Director)</i>	3	<u>\$117.00</u>	<u>\$ 351.00</u>
34	18. Fertilization			
	<i>Per SOW Specification - Section 34 (Three per year, April thru November, as directed by Director)</i>	3	<u>\$98.00</u>	<u>\$ 294.00</u>
35	19. Rodent Control			
	a. Per Specification - Section 35.1 <i>(Once per Week)</i>	52	<u>\$1.50</u>	<u>\$ 78.00</u>
	b. Per Specification - Section 35.2 <i>(Tasks performed prior to each mowing operation)</i>	43	<u>\$6.00</u>	<u>\$ 258.00</u>
36	20. Swales and Drains			
	a. Per Specification - Section 36 <i>(Once per month)</i>	12	<u>\$15.00</u>	<u>\$ 180.00</u>
37	21. Service Yards and Storage Areas			
	a. Per Specification - Section 37 <i>(Once per week)</i>	N/A		
38	22. Dog Waste Stations <i>(Daily, prior to 8:00am)</i>	N/A		
39	23. Group II - Site Inspection and Reporting <i>Per Requirements specified in Section 39 of SOW</i>	364	<u>\$1.50</u>	<u>\$ 546.00</u>
40	24. Group II - Management/Supervision <i>Per Requirements specified in Section 40 of SOW</i>	364	<u>\$1.50</u>	<u>\$ 546.00</u>
sow	<b>GROUP III</b>			
41	25. Sports Field Maintenance			
	a. Ballfield Preparation for each Diamond Per Recreation Schedule (2x364) <i>(As directed each diamond)</i>	N/A		
	b. Periodic Preparations for each Diamond (2x12) <i>(Once per month each diamond)</i>	N/A		
	c. Detailing Sports Field Areas (2x52) <i>(Once every week each diamond)</i>	N/A		
41.6	d. Horseshoe Pit Maintenance <i>(Daily)</i>	N/A		
42	26. Group III - Site Inspection and Reporting			
	a. Per Requirements	N/A		
43	27. Group III - Management/Supervision			
	a. Group III Management/Supervision	N/A		

**Appendix B, Exhibit 9a  
PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES**

sow	<b>GROUP IV</b>			
	28. Building Maintenance			
44	a. Basic Interior Building Maintenance			
	Level I - Requires full agreement mandates plus additional stipulated functions	N/A		
	Level II - Requires full agreement mandates	N/A		
	Level III - Requires that daily and weekly agreement mandates be performed together	N/A		
45	b. Periodic Interior Building Maintenance			
	Weekly	N/A		
	Monthly	N/A		
	Gymnasium Building	N/A		
46	c. Gymnasium Floor	N/A		
	Task performed 5 times per week: Monday-Friday	N/A		
	d. Shower & Locker Rooms Maint.	N/A		
	e. Weight Room	N/A		
47	29. Inspect/Replace Exterior Security Lights (Once per month)	N/A		
48	30. Hose Off Exterior of Building and Adjacent Plants (Once per week)	N/A		
49	31. Clean Interior and Exterior Storage and Maintenance Rooms (Once per week)	N/A		
50	32. Daily Restroom Maintenance			
	a. Interior Restrooms			
	First cleaning performed prior to 8:00am	N/A		
	Second cleaning performed after 1:00pm, but prior to 2:30pm	N/A		
	b. Comfort Stations			
	First cleaning performed prior to 8:00am	N/A		
	Second cleaning performed after 1:00pm, but prior to 2:30pm	N/A		
51	33. Weekly Restroom Maintenance			
	a. Interior Restrooms	N/A		
	b. Comfort Stations	N/A		
52	34. Monthly Restroom Maintenance			
	a. Interior Restrooms	N/A		
	b. Comfort Stations	N/A		
53	35. Group IV - Site Inspection and Reporting			
	a. Per Requirements	N/A		
54	36. Group IV - Management/Supervision			
	a. Group IV Management/Supervision	N/A		
sow	<b>GROUP V</b>			
55	37. Chemical Edging/Detailing			
	a. Turf - detailing general turf areas with systemic herbicides (Once every month, March through November, Inclusive)	12	<u>\$27.00</u>	<u>\$ 324.00</u>
	b. Beds, Planters, Walkways, Hard Surfaces, Picnic Areas, Undeveloped Areas, Drainage Areas Areas, Play Areas, Patios, Walkways, Curbs, Gutters, Expansion Joints, Roadways, Stream Beds - with systemic herbicides (Once per month)	12	<u>\$33.00</u>	<u>\$ 396.00</u>
56	c. Broadleaf Control in Turf Areas (Once annually as scheduled by Director)	N/A		
58	38. Group V - Site Inspection and Reporting			
	a. Per Requirements	12	<u>\$1.50</u>	<u>\$ 18.00</u>
59	39. Group V - Management/Supervision			
	a. Group V Management/Supervision	12	<u>\$1.50</u>	<u>\$ 18.00</u>

**Appendix B, Exhibit 9a**

**PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES**

<b>sow GROUP VI</b>				
60	40. Watering and Irrigation System Management			
	a. Valve Box Integrity - Replace Covers, Check for Safety and Security (Daily)	364	\$1.50	\$ 546.00
60	b. Inspect, Operate, Control and Make Adjustments (Once a week)	52	\$6.00	\$ 312.00
61	c. Test System for Operability, Ongoing Repair of System Components and Response to Intermittent Malfunctions (Once a week)	52	\$3.00	\$ 156.00
62	41. Group VI - Site Inspection and Reporting			
	a. Per Requirements	364	\$1.50	\$ 546.00
63	42. Group VI - Management/Supervision			
	a. Group VI Management/Supervision	364	\$1.50	\$ 546.00
<b>sow SEASONAL SPECIALTY TASKS</b>				
64	43. Shrub and Tree Care/Pruning	N/A		
65	44. Cultivating Tasks performed daily as indicated on the SOW	N/A		
66	45. Renovation/Vertical Mowing	N/A		
67	46. Turf Reseeding/Restoration of Bare Areas	N/A		
68	47. Disease/Insect Control	N/A		
69	48. Plant Materials			
	a. Replacement Tasks performed as indicated on the SOW	N/A		
	b. Slope Bare Areas	N/A		

**HOURS AND DAYS OF MAINTENANCE SERVICES**

For the months of November through April, 6:00 a.m. to 2:30 p.m.  
 For the months of May through October, 5:30 a.m. to 2:00 p.m.

**FACILITY:**       **Monument Park (Altadena Triangle)**  
 SW Corner Lave Avenue & Altadena Drive  
 Altadena, CA 91001

**ANNUAL COSTS**

GROUP I	\$4,192.00
GROUP II	\$8328.00
GROUP III	0
GROUP IV	0
GROUP V	\$756.00
GROUP VI	\$2,106.00
SEASONAL SPECIALTY TASKS	0
<b>TOTAL ANNUAL COSTS \$</b>	<b>\$15,382.00</b>



**Appendix B, Exhibit 9a**  
**PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES**

**ALTADENA AREA PARKS**  
**COSTS SUMMARY**

<b>FACILITY</b>	<u><b>ANNUAL COSTS</b></u>
Charles Farnsworth Park	\$226,557.00
Loma Alta Park	<u>\$79,572.00</u>
Charles White Park	<u>\$47,116.00</u>
Monument Park (Altadena Triangle)	<u>\$15,382.00</u>
=====	
<b>TOTAL ANNUAL CONTRACT AMOUNT</b>	<b>\$ 368,627.00</b>
	<u>                    -</u>
	=====

## SECTION D

## Quality Control Plan

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

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

Lorenzo Gomez, Account Manager, will be responsible for the overall management of the landscape maintenance operations. Mr. Gomez has extensive landscape field experience and has been employed with our company for over 35 years. A landscape maintenance foreman will also be assigned to oversee and supervise the day to day landscape maintenance work of our crews.

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

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

Please see the attached sample forms that are used in our frequent monitoring.

- Irrigation Log – will be provided to our Irrigation Technicians to mark each controller and site location inspected. They will report their inspection finding, such as valves not working, sprinkler replacements, etc. These irrigation inspection reports will be provided to Los Angeles County Parks and Recreation Contract Monitors. (See Attached)
- Field Deficiency Report – will be filled out by the Foreman and Supervisor to be given to the Account Manager for all deficiencies in the landscape. (See Attached)

- Daily Inspection Reports – will be furnished to our crew Foreman to mark all items that are completed on scheduled days (See Attached)
- Task Schedule – will be furnished to our Account Manager outlining the Statement of Work in our contract. (See Attached)
- Authorization for Work – will be furnished to our Account Manager to obtain approval from the Los Angeles County Parks and Recreation Contract Monitors for contract extras which require approval prior to work being performed. (See Attached)

Any claims for damage to personal or Los Angeles County Parks property will be handled by Contract Compliance Manager, Veronica Avila. Ms. Avila will gather the information from the claimant and work directly with our Account Manager and Foreman to resolve the situation. Should a conflict of interest situation occur at any time, David Melito, President will be immediately notified to investigate and handle the situation.



**Parkwood**  
Landscape Maintenance

# Irrigation Tracking Report

DATE:
NAME:
JOB NAME:

CONTROLLER #:
LOCATION:
AREA OF OPERATION:

START TIME:
FINISH TIME:
METER READ:

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48								
OK																																																								
Pop-up Broken																																																								
Rotors Broken																																																								
Plugged Nozzle																																																								
Adjust Head																																																								
Low Head																																																								
Broken Lateral																																																								
Broken Main																																																								
Raise Head																																																								
Leaking Cap																																																								
Solenoid																																																								
Diaphragm																																																								
Valve																																																								

### Landscape Conditions

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48										
Turf																																																										
Shrubs																																																										
Good																																																										
Fair																																																										
Poor																																																										
Too Wet																																																										
Stress																																																										

Qty	Material Used

Comments



# Parkwood

## FIELD DEFICIENCY REPORT

Date: \_\_\_\_\_

Reported to: \_\_\_\_\_

Job: \_\_\_\_\_

Location: \_\_\_\_\_

Deficiency to Report: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reported by: \_\_\_\_\_

## Monthly Landscape Inspection Report

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

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

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



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



# Parkwood

## Authorization for Work No. 40276

Lic. No. 685864

16443 Hart Street

Van Nuys, Ca 91408

Ph: 818/983-9677

Fax: 818/988-4934

Date: \_\_\_\_\_

### Job

Job Name: \_\_\_\_\_

Job Number: \_\_\_\_\_

Description of Work: \_\_\_\_\_

Location of Work: \_\_\_\_\_

Terms Offered: \_\_\_\_\_

### Bill To:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Ph: \_\_\_\_\_

Description	Hours	Quantity	Unit Price	Amount
Total Amount				

Note: This estimate is good for 60 days from the date shown above.

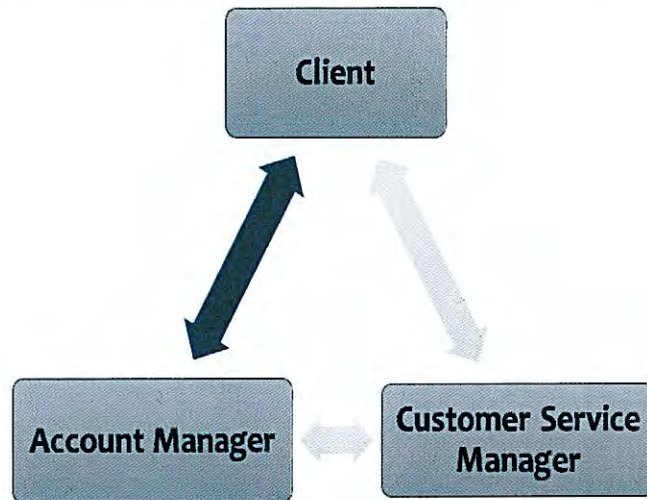
Instructions to Contractor or Owner: This proposal properly signed by your agent has been accepted as authorization to perform the work and you accept the above prices, specifications, and conditions as stated. All work shall be performed in a professional manner according to industry standards. Any alteration or deviation from the above specifications involving extra costs will be done only upon a written change order. The costs will become an extra charge over and above this estimate.

\_\_\_\_\_  
Parkwood Representative                      Date

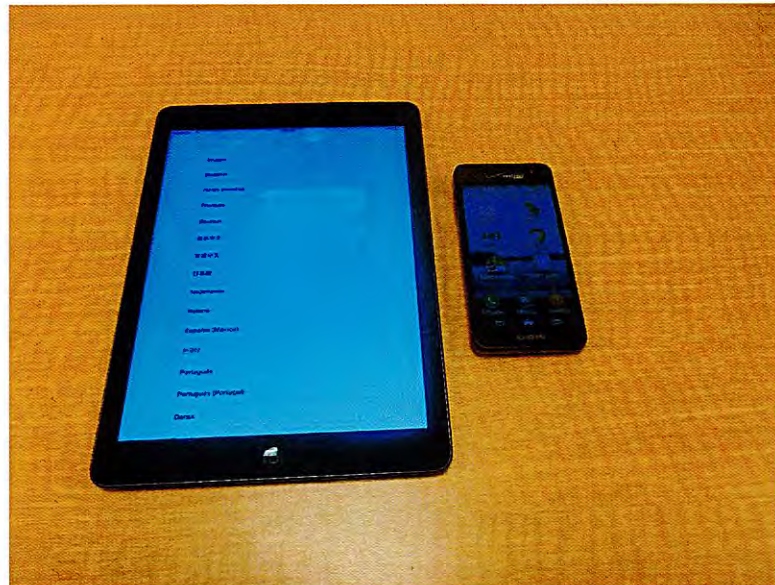
\_\_\_\_\_  
Written Agent Approval                      Date

## Client Communication

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



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



## Traffic Safety



Parkwood account managers and foreman are California – Combination Work Zone Traffic Control Technician & Flagger Training Course Certified. Parkwood workers are educated in basic fundamentals of traffic controls in accordance with the current California Manual on Uniform Traffic Control Devices (MUTCD) (Referred to in the California Vehicle Code, Section 21400).

### Safety Equipment

- Traffic control signs designated for each truck
- Traffic safety cones designated for each truck.
- All PPE to include ear protection, safety glasses, gloves, etc.
- Safety vests with company logo
- Company Uniform to identify Contractor

### Crew Time Tracking

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

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

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

## Green Waste Initiative

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

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

## Peterbilt Roll-off Truck



40 yd. Dumpster Bin



# Integrated Pest Management Plan

## Introduction

Our Pest Control Advisor, Will Harrison, will provide all pesticide recommendations tailored specifically to the site locations. An integrated pest management plan approach will be recommend based on site location, soil conditions and exposure. Soil tests will be performed for various site locations to determine soil conditions in order to recommend fertilizers and receive the best results from each fertilizer application.

Pests are populations of living organism (animals, plants, or microorganism) that interfere with the health and safety of the general public.

Integrated Pest Management (IPM) is an approach that establishes a sustainable approach to managing pests by combining biological, cultural, physical and chemical tools in a way that minimizes economic, health and environmental risks.

Parkwood Landscape Maintenance, Inc. has adopted this Integrated Pest Management Plan for the grounds Parkwood Landscape Maintenance, Inc. manages. The plan outlines procedures to be followed to protect the health and safety of the public from pest and pesticide hazards. The plan is designed to voluntarily comply with policies and regulations promulgated by the Department of Pesticide Regulations.

Objectives of this IPM plan include:

- Elimination of significant threats caused by pests to the health and safety of the public.
- Prevention of loss or damage to hardscape or property by pests.
- Protection of environmental quality.

This IPM plan will be stored in the office of the IPM Coordinator.

## IPM Coordinator

The Parkwood Landscape Maintenance Inc. IPM Coordinator, (Will Harrison, 562-412-6094) shall be responsible to implement and maintain the IPM plan and coordinate pest management-related communications between Parkwood Landscape Maintenance, Inc. and its clients.

## IPM Committee

Parkwood Landscape Maintenance, Inc. will maintain an IPM or other safety-

related committee with responsibility for annual review of the IPM program and for assisting the IPM Coordinator in resolving pest-related issues. The committee will address IPM issues as needed and at least annually. Membership will include the IPM Coordinator and two Pest Control Advisors (PCA).

### **Record Keeping & Public Access to Information**

Parkwood Landscape Maintenance, Inc. will maintain records of all applications. Information regarding pest management activities will be made available upon request from the Parkwood Landscape Maintenance, Inc. administrative office.

### **Training**

All Parkwood Landscape Maintenance, Inc team members will be provided with training on Parkwood Landscape Maintenance, Inc.'s IPM policy at hire and during annual update training. Training will include the rationale for the IPM policy and program.

Additionally, designated staff including the IPM Coordinator and those who conduct regular inspections of Parkwood Landscape Maintenance, Inc. client jobsites and locations will receive advanced training on identifying pest infestations and pest-conducive conditions. This training will improve the ability of Parkwood Landscape Maintenance Inc. team members to comply with Parkwood Landscape Maintenance Inc.'s IPM policy and plan.

### **General IPM Strategies**

Pest management strategies may include education, exclusion, sanitation, maintenance, biological, mechanical controls, site-appropriate pesticides, habitat manipulation, modification of cultural practices and use of resistant varieties.

An Integrated Pest Management decision at Parkwood Landscape Maintenance, Inc. shall consist of the following steps:

1. Identify pest species.
2. Characterize pest populations and compare to established action thresholds.
3. Select the appropriate management tactics based on target organisms and on-site information.
4. Assess effectiveness of pest management.
5. Keep appropriate records.

Decisions concerning whether or not pesticides should be applied in a given situation will be based on a review of all available options. When it is determined that a pesticide must be used in order to meet pest management objectives, the least environmentally hazardous material, appropriate for the job, will be chosen.

All pesticide storage, transportation, and application will be conducted in accordance with the requirement of the Federal Insecticide, Fungicide, and



Rodenticide Act (7 United States Code 136 et seq.), Environmental Protection Agency regulations in 40 CFR, Occupational Safety and Health Administration regulations, Parkwood Landscape Maintenance, Inc's policies and procedures, and local ordinances.

No person shall apply, store, or dispose of any pesticide on Parkwood Landscape Maintenance, Inc. client jobsite locations without an appropriate pesticide applicator license. All pesticide applicators will be trained in the principles and practices of IPM and the use of pesticides approved for use by Parkwood Landscape Maintenance, Inc. All applicators must comply with the IPM policy and follow appropriate regulations and label precautions when using pesticides in or around client jobsite locations.

### **Parkwood Landscape Maintenance, Inc. Staff Roles**

Parkwood Landscape Maintenance, Inc. team members will provide support to assist the IPM Coordinator in maintaining a vibrant IPM program that minimizes pesticide use. Such support will include efforts to promptly address any issues that may detrimentally impact the IPM program.

Furthermore, Parkwood Landscape Maintenance, Inc team members will assist the IPM Coordinator in developing and delivering materials and programs for clients to educate them about the importance of a good Integrated Pest Management (IPM) program.

The IPM Coordinator is responsible for ensuring team members compliance with the IPM policy and plan.

### **Weed Control Strategies**

The following strategies will be used for encountered weeds:

- a. Identify the targeted weed population. Identifying the types of weeds present is a foundation for the entire program. This enables the IPM Coordinator to best tailor the program for each individual situation.
- b. Where practical, alternatives to chemical weed control methods will be considered.
- c. Characterize the severity of the weed population by location. Determining the density of the weed population is important. Some areas may require minimal management, while other areas, having significantly having higher densities of weeds, may require additional management inputs.
- d. When possible, prevent plant (weed) maturity which results in seed development. By minimizing the amount of new seed being introduced into the environment, this will reduce the need for additional chemical

control treatments.

- e. Prevent and inhibit the germination and development of weed population through the use of pre-emergent herbicides. Our Pest Control Advisor (PCA/IPM Coordinator) will identify and characterize the weed populations. After this evaluation is performed, determination will be made as to the most environmentally sound and efficacious materials to be utilized.
- f. After evaluation by the Parkwood Landscape Maintenance, Inc IPM Coordinator pre-emergent materials will be carefully chosen to minimize the amount of active ingredient that will be released into the environment while maintaining the level of weed control desired.
- g. Timing of pre-emergent herbicide applications should be done to coincide with time periods when weed seeds are preparing to germinate. Additionally, ensure no application of pesticides or fertilizers are applied to an area immediately prior to, during or immediately after a rain event, or when water is flowing off the area.
- h. When spraying for weeds in pavement cracks we will use hand held equipment for spot treatments only. No curb areas or asphalt areas will be sprayed.
- i. Any time trees are being treated; SGI's preferred method of treatment is trunk injections, not broadlake spray applications.
- j. Within four to eight weeks of these applications, evaluations will be made as to what, if any, weeds have broken through the pre-emergent treatments. The weeds will be characterized for density and type. Then appropriate treatments will be taken to eliminate them.
- k. After evaluation by Parkwood Landscape Maintenance, Inc IPM Coordinator post-emergent materials will be carefully chosen to minimize the amount of active ingredient that could be released into the environment while maintaining the level of weed control desired.

## COUNTY'S ADMINISTRATION

CONTRACT NO. \_\_\_\_\_

### COUNTY PROJECT DIRECTOR:

Name: Robert Horio  
Title: Regional Grounds Maintenance Supervisor  
Address: 31320 North Castaic Road, Castaic CA 91384  
\_\_\_\_\_  
Telephone: 661-257-6523 Facsimile: 661-295-0320  
E-Mail Address: rhorio@parks.lacounty.gov

### COUNTY PROJECT MANAGER:

Name: Steve Dennis  
Title: Assistant Regional Grounds Maintenance Supervisor  
Address: 13000 Sayre Street, Sylmar CA 91342  
\_\_\_\_\_  
Telephone: 818-364-9325 Facsimile: 661-295-0920  
E-Mail Address: sdennis@parks.lacounty.gov

### COUNTY CONTRACT PROJECT MONITOR:

Name: Daniel Gonzalez  
Title: Landscape Contract Monitor  
Address: 13000 Sayre Street, Sylmar CA 91342  
\_\_\_\_\_  
Telephone: 818-364-9325 Facsimile: 661-295-0920  
E-Mail Address: dgonzalez@parks.lacounty.gov

**CONTRACTOR'S ADMINISTRATION****CONTRACTOR'S NAME:** Parkwood Landscape Maintenance**CONTRACT NO:** Altadena Area Parks**CONTRACTOR'S PROJECT MANAGER:** Fidel Gomez

Name: Fidel Gomez  
 Title: Regional Account Manager  
 Address: 16443 Hart Street, Van Nuys CA 91406

Telephone: 818-988-9697  
 Facsimile: 818-988-4934  
 E-Mail Address: fgomez@parkwoodlandscape.com

**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**

Name: David Melito  
 Title: President  
 Address: 16443 Hart Street, Van Nuys CA 91406

Telephone: 818-988-9697  
 Facsimile: 818-988-4934  
 E-Mail Address: dmelito@parkwoodlandscape.com

Name: Veronica Avila  
 Title: Contract Compliance Manager  
 Address: 16443 Hart Street, Van Nuys CA 91406

Telephone: 818-988-9697  
 Facsimile: 818-988-4934  
 E-Mail Address: vavila@parkwoodlandscape.com

**Notices to Contractor shall be sent to the following:**

Name: David Melito  
 Title: President  
 Address: 16443 Hart Street, Van Nuys CA 91406

Telephone: 818-988-9697  
 Facsimile: 818-988-4934  
 E-Mail Address: dmelito@parkwoodlandscape.com

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR NAME Parkwood Landscape Maintenance, Inc. Contract No. Altadena Area Parks

**GENERAL INFORMATION:**

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

**CONTRACTOR ACKNOWLEDGEMENT:**

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

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

**CONFIDENTIALITY AGREEMENT:**

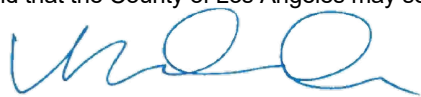
Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition,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

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

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

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

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

SIGNATURE: 

DATE: 07 / 31 / 2024

PRINTED NAME: Veronica Avila

POSITION: Contract Compliance Manager

# 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](http://BabySafeLA.org) to learn more.

No shame | No blame | No names

ANY FIRE STATION.  
ANY HOSPITAL.  
ANY TIME.

1.877.222.9723  
[BabySafeLA.org](http://BabySafeLA.org)

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



No shame | No blame | No names





## FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

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

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

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

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

## ANSWERS TO YOUR QUESTIONS

### Who is legally allowed to surrender the baby?

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

### Do you need to call ahead before surrendering a baby?

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

### What information needs to be provided?

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

### What happens to the baby?

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

### What happens to the parent or surrendering adult?

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

### How can a parent get a baby back?

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

### If you're unsure of what to do:

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

**1.877.222.9723 or BabySafeLA.org**

English, Spanish and 140 other languages spoken.





COUNTY OF LOS ANGELES  
LIVING WAGE PROGRAM

PAYROLL STATEMENT OF COMPLIANCE

I, \_\_\_\_\_, \_\_\_\_\_  
(Name of Owner or Company Representative) (Title)

Do hereby state:

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

# Smoking Ban Ordinance

## **ORDINANCE NO. 2009-0044**

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

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

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

### **17.04.035 Contract-operated facilities.**

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

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

### **17.04.185 Smoking.**

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

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

### **17.04.645 Smoking Prohibited,**

Smoking shall be prohibited at all parks, except:

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

[1704035CSCC]



# Contribution and Agent Declaration Form

This form must be completed separately by all bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles ("County").

Pursuant to the Levine Act (Government Code section 84308), a member of the Board of Supervisors, other elected County officials (the Sheriff, Assessor, and the District Attorney), and other County employees and/or officers ("County Officers") are disqualified and not able to participate in a proceeding involving contracts, franchises, licenses, permits and other entitlements for use if the County Officer received more than \$250 in contributions in the past 12 months from the bidder, proposer or applicant, any paid agent of the bidder, proposer, or applicant, or any financially interested participant who actively supports or opposes a particular decision in the proceeding.

**State law requires you to disclose information about contributions made by you, your company, and lobbyists and agents paid to represent you. Failure to complete the form in its entirety may result in significant delays in the processing of your application and potential disqualification from the procurement or application process.**

**You must fully answer the applicable questions below. You ("Declarant"), or your company, if applicable, including all entities identified below (collectively, "Declarant Company") must also answer the questions below. The term "employee(s)" shall be defined as employees, officers, partners, owners, or directors of Declarant Company.**

**An affirmative response to any questions will not automatically cause the disqualification of your bid/proposal, or the denial of your application for a license, permit or other entitlement. However, failure to answer questions completely, in good faith, or providing materially false answers may subject a bidder/proposer to disqualification from the procurement.**

*This material is intended for use by bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles and does not constitute legal advice. If you have questions about the Levine Act and how it applies to you, you should call your lawyer or contact the Fair Political Practices Commission for further guidance.*



# Contribution and Agent Declaration Form

Complete each section below. State "none" if applicable.

## A. COMPANY OR APPLICANT INFORMATION

1) Declarant Company or Applicant Name:

---

- a) If applicable, identify all subcontractors that have been or will be named in your bid or proposal:
  
  - b) If applicable, variations and acronyms of Declarant Company's name used within the past 12 months:
  
  - c) Identify all entities or individuals who have the authority to make decisions for you or Declarant Company about making contributions to a County Officer, regardless of whether you or Declarant Company have actually made a contribution:
- 

### **[IF A COMPANY, ANSWER QUESTIONS 2 - 3]**

- 2) Identify only the Parent(s), Subsidiaries and Related Business Entities that Declarant Company has controlled or directed, or been controlled or directed by. "Controlled or directed" means shared ownership, 50% or greater ownership, or shared management and control between the entities.
  - a) Parent(s):
  
  - b) Subsidiaries:
  
  - c) Related Business Entities:
  
- 3) If Declarant Company is a closed corporation (non-public, with under 35 shareholders), identify the majority shareholder.



# Contribution and Agent Declaration Form

4) Identify all entities (proprietorships, firms, partnerships, joint ventures, syndicates, business trusts, companies, corporations, limited liability companies, associations, committees, and any other organization or group of persons acting in concert) whose contributions you or Declarant Company have the authority to direct or control.

5) Identify any individuals such as employees, agents, attorneys, law firms, lobbyists, and lobbying firms who are or who will act on behalf of you or Declarant Company and who will receive compensation to communicate with a County Officer regarding the award or approval of **this** contract or project, license, permit, or other entitlement for use.

*(Do **not** list individuals and/or firms who, as part of their profession, either (1) submit to the County drawings or submissions of an architectural, engineering, or similar nature, **or** (2) provide purely technical data or analysis, **and** who will not have any other type of communication with a County agency, employee, or officer.)*

6) If you or Declarant Company are a 501(c)(3) non-profit organization, identify the compensated officers of your organization and the compensated members of your board.

## B. CONTRIBUTIONS

1) Have you or the Declarant Company solicited or directed your employee(s) or agent(s) to make contributions, whether through fundraising events, communications, or any other means, to a County Officer in the past 12 months? If so, provide details of each occurrence, including the date.

Date (contribution solicited, or directed)	Recipient Name (elected official)	Amount

\*Please attach an additional page, if necessary.



# Contribution and Agent Declaration Form

2) Disclose all contributions made by you or any of the entities and individuals identified in Section A to a County officer in the past 12 months.

Date (contribution made)	Name (of the contributor)	Recipient Name (elected official)	Amount

\*Please attach an additional page, if necessary.

### C. DECLARATION

By signing this Contribution and Agent Declaration form, you (Declarant), or you and the Declarant Company, if applicable, attest that you have read the entirety of the Contribution Declaration and the statements made herein are true and correct to the best of your knowledge and belief. (Only complete the one section that applies.)

There are \_\_\_\_\_ additional pages attached to this Contribution Declaration Form.

#### **COMPANY BIDDERS OR APPLICANTS**

I, \_\_\_\_\_ (Authorized Representative), on behalf of \_\_\_\_\_ (Declarant Company), at which I am employed as \_\_\_\_\_ (Title), attest that after having made or caused to be made a reasonably diligent investigation regarding the Declarant Company, the foregoing responses, and the explanation on the attached page(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject Declarant Company to consequences, including disqualification of its bid/proposal or delays in the processing of the requested contract, license, permit, or other entitlement.

#### **IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:**

By signing this Contribution and Agent Declaration form, you also agree that, if Declarant Company hires an agent, such as, but not limited to, an attorney or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, you agree to inform the County of the identity of the agent or lobbyist and the date of their hire. You also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County officer (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by the Declarant Company, or, if applicable, any of the Declarant Company's proposed subcontractors, agents, lobbyists, and employees who have communicated or will communicate with the County about this contract, license, permit, or other entitlement after



# Contribution and Agent Declaration Form

the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

*Daniel Merito*

Signature

Date

## **INDIVIDUAL BIDDERS OR APPLICANTS**

I, \_\_\_\_\_, declare that the foregoing responses and the explanation on the attached sheet(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject me to consequences, including disqualification of my bid/proposal or delays in the processing of the requested license, permit, or other entitlement.

## **IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:**

If I hire an agent or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, I agree to inform the County of the identity of the agent or lobbyist and the date of their hire. I also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County official (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by me, or an agent such as, but not limited to, a lobbyist or attorney representing me, that are made after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

*Daniel Merito*

Signature

Date

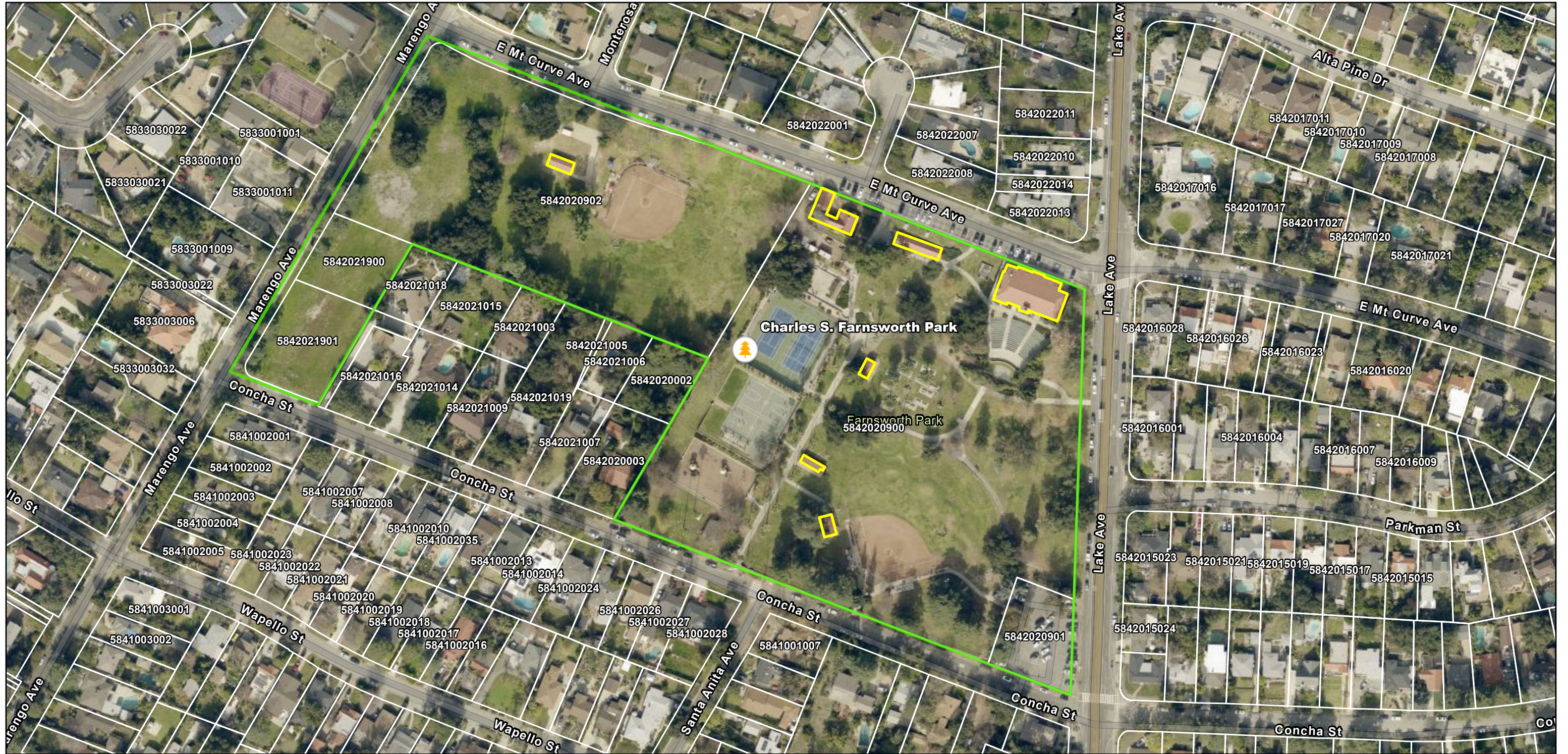
## **EXHIBIT K – FACILITY SITE MAPS**

### **1. Altadena Area Parks (Park Maintenance):**

- Charles Farnsworth Park
- Loma Alta Park
- Charles White Park
- Altadena Triangle



# Map for Planning Purposes Only



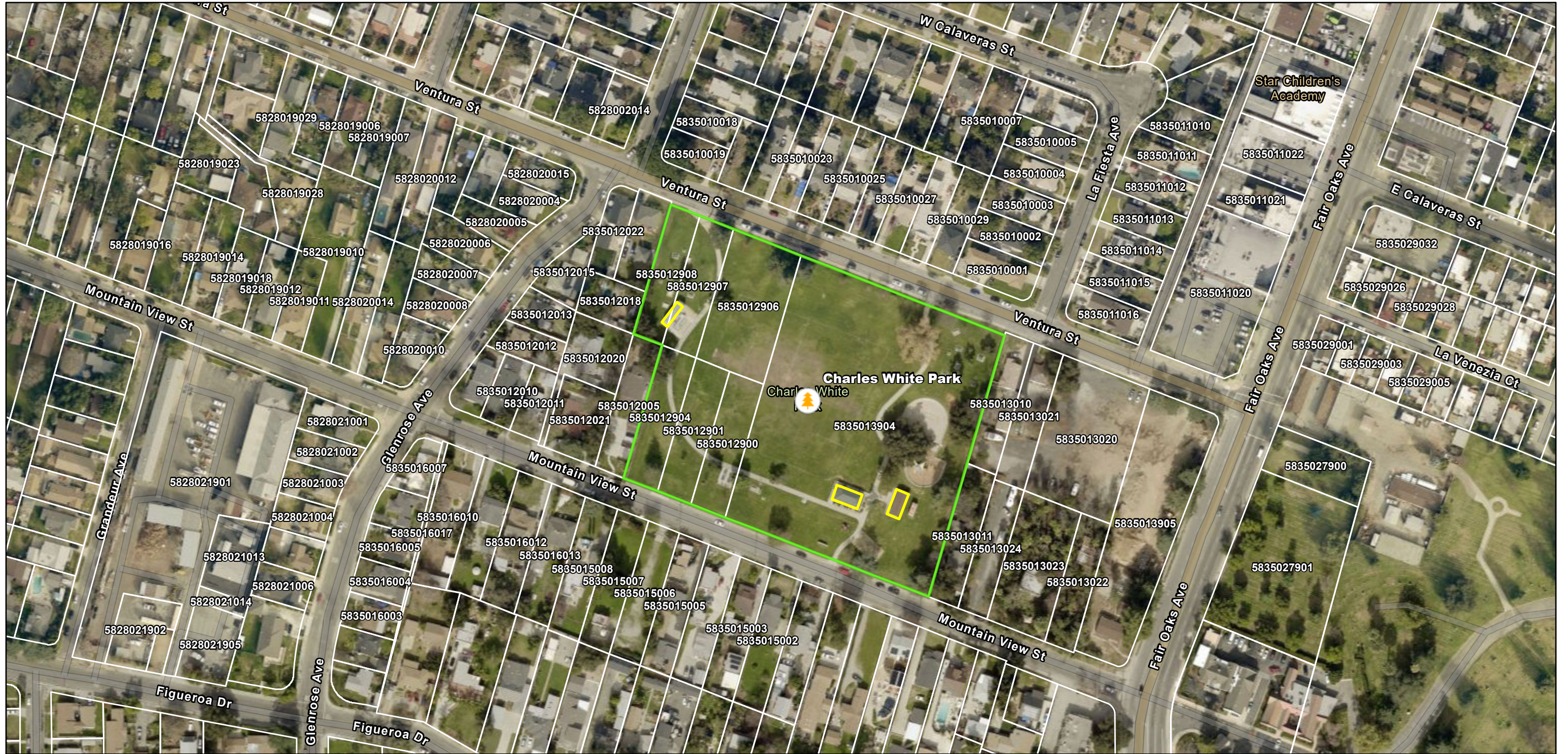
**Farnsworth Park**

# Map for Planning Purposes Only



**Loma Alta Park**

# Map for Planning Purposes Only



**Charles White Park**

# Map for Planning Purposes Only



**Altadena Triangle/Monument Park**



**CONTRACT BY AND BETWEEN**

**COUNTY OF LOS ANGELES  
DEPARTMENT OF PARKS AND RECREATION**

**AND**

**PARKWOOD LANDSCAPE MAINTENANCE, INC.**

**FOR**

**PARKS MAINTENANCE SERVICES**

**FOR THE**

**LA PUENTE AREA PARKS**

**TABLE OF CONTENTS**

<b><u>PARAGRAPH</u></b>	<b><u>PAGE</u></b>
<b>RECITALS</b> .....	<b>1</b>
<b>1.0 APPLICABLE DOCUMENTS</b> .....	<b>2</b>
<b>2.0 DEFINITIONS</b> .....	<b>2</b>
2.1 Standard Definitions.....	2
<b>3.0 WORK</b> .....	<b>4</b>
<b>4.0 TERM OF CONTRACT</b> .....	<b>4</b>
<b>5.0 CONTRACT SUM</b> .....	<b>4</b>
5.1 Total Contract Sum.....	4
5.2 Written Approval for Reimbursement.....	4
5.3 Notification of 75% of Total Contract Sum.....	5
5.4 No Payment for Services Provided Following Expiration - Termination of Contract.....	5
5.5 Invoices and Payments.....	5
5.6 Cost of Living Adjustments (COLA's).....	6
5.7 Default Method of Payment: Direct Deposit or Electronic Funds Transfer.....	7
<b>6.0 ADMINISTRATION OF CONTRACT - COUNTY</b> .....	<b>7</b>
6.1 County's Administration.....	7
6.2 County's Project Director.....	7
6.3 County's Project Manager.....	7
6.4 County's Project Monitor.....	8
<b>7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR</b> .....	<b>8</b>
7.1 Contractor's Administration.....	8
7.2 Contractor's Project Manager.....	8
7.3 Approval of Contractor's Staff.....	8
7.4 Contractor's Staff Identification.....	8
7.5 Background and Security Investigations.....	8
7.6 Confidentiality.....	9
<b>8.0 STANDARD TERMS AND CONDITIONS</b> .....	<b>10</b>
8.1 Amendments and Change Notices.....	10
8.2 Assignment and Delegation/Mergers or Acquisitions.....	10

## TABLE OF CONTENTS

<b><u>PARAGRAPH</u></b>	<b><u>PAGE</u></b>
8.3 Authorization Warranty.....	11
8.4 Budget Reductions.....	11
8.5 Complaints .....	12
8.6 Compliance with Applicable Laws .....	12
8.7 Compliance with Civil Rights Laws.....	13
8.8 Compliance with the County’s Jury Service Program.....	13
8.9 Conflict of Interest .....	15
8.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List.....	15
8.11 Consideration of Hiring GAIN/START Participants.....	15
8.12 Contractor Responsibility and Debarment.....	16
8.13 Contractor’s Acknowledgement of County’s Commitment to Safely Surrendered Baby Law .....	18
8.14 Contractor’s Warranty of Adherence to County’s Child Support Compliance Program .....	18
8.15 County’s Quality Assurance Plan .....	18
8.16 Damage to County Facilities, Buildings or Grounds .....	19
8.17 Employment Eligibility Verification.....	19
8.18 Counterparts and Electronic Signatures and Representations.....	19
8.19 Fair Labor Standards .....	20
8.20 Force Majeure .....	20
8.21 Governing Law, Jurisdiction, and Venue.....	21
8.22 Independent Contractor Status .....	21
8.23 Indemnification .....	21
8.24 General Provisions for all Insurance Coverage.....	21
8.25 Insurance Coverage.....	25
8.26 Liquidated Damages .....	26
8.27 Most Favored Public Entity.....	27
8.28 Nondiscrimination and Affirmative Action .....	28
8.29 Non Exclusivity.....	29
8.30 Notice of Delays .....	29

## TABLE OF CONTENTS

<b><u>PARAGRAPH</u></b>	<b><u>PAGE</u></b>
8.31 Notice of Disputes .....	29
8.32 Notice to Employees Regarding the Federal Earned Income Credit .....	29
8.33 Notice to Employees Regarding the Safely Surrendered Baby Law .....	30
8.34 Notices .....	30
8.35 Prohibition Against Inducement or Persuasion.....	30
8.36 Public Records Act.....	30
8.37 Publicity.....	31
8.38 Record Retention and Inspection-Audit Settlement.....	31
8.39 Recycled Bond Paper .....	33
8.40 Subcontracting .....	33
8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program.....	34
8.42 Termination for Convenience .....	34
8.43 Termination for Default.....	35
8.44 Termination for Improper Consideration.....	36
8.45 Termination for Insolvency .....	37
8.46 Termination for Non-Adherence of County Lobbyist Ordinance .....	37
8.47 Termination for Non-Appropriation of Funds .....	37
8.48 Validity.....	37
8.49 Waiver .....	38
8.50 Warranty Against Contingent Fees .....	38
8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program .....	38
8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program.....	38
8.53 Time Off for Voting .....	38
8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking .....	39
8.55 Integrated Pest Management (IPM) Program Compliance.....	39
8.56 Compliance with Fair Chance Employment Hiring Practices.....	40
8.57 Compliance with the County Policy of Equity .....	40
8.58 Prohibition from Participation in Future Solicitation(s).....	40



## TABLE OF CONTENTS

<b><u>PARAGRAPH</u></b>	<b><u>PAGE</u></b>
8.59 Injury and Illness Prevention Program .....	41
8.60 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding .....	41
<b>9.0 UNIQUE TERMS AND CONDITIONS .....</b>	<b>41</b>
9.1 Compliance with the County's Living Wage Program.....	41
9.2 Organic Waste Recycling .....	47
9.3 Procurement of SB 1383-Compliant Compost and Mulch.....	48
<b>10.0 UNIQUE TERMS AND CONDITIONS - DPR .....</b>	<b>48</b>
<b>11.0 SURVIVAL.....</b>	<b>50</b>
<b>12.0 ENFORCEMENT OF CONTRACT .....</b>	<b>51</b>
<b>13.0 ENTIRE CONTRACT.....</b>	<b>52</b>
<b>SIGNATURES.....</b>	<b>53</b>

### STANDARD EXHIBITS

- A** Statement of Work and Attachments
- B** Pricing and Billing Schedule and Performance Frequencies
- C** Contractor's Quality Control and Green Initiatives Plans
- D** County's Administration
- E** Contractor's Administration
- F** Acknowledgement and Confidentiality Form
- G** Safely Surrendered Baby Law
- H** Payroll Statement of Compliance
- I** Non-Smoking Ordinance
- J** Contribution and Agent Declaration Form
- K** Facility Site Maps

**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
AND  
PARKWOOD LANDSCAPE MAINTENANCE, INC.  
FOR  
PARK MAINTENANCE SERVICES AT  
LA PUENTE AREA PARKS**

This Contract (“Contract”) made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between the County of Los Angeles, hereinafter referred to as “County” and Parkwood Landscape Maintenance, Inc., hereinafter referred to as “Contractor”.

**RECITALS**

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

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

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

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; 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 K are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

### Standard Exhibits:

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

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

## 2.0 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 **Contractor's Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.5 **County's Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.1.6 **County's Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.1.7 **County's 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.
- 2.1.8 **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/>.
- 2.1.9 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.10 **Department:** The County of Los Angeles Department of Parks and Recreation, which is entering into this Contract on behalf of the County of Los Angeles.
- 2.1.11 **Director:** Director of Department, including those delegated to exercise authority on behalf of the Director.
- 2.1.12 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.13 **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.
- 2.1.14 **Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.1.15 **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 **December 1, 2024**, after execution by County's Board, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2** The County will have the sole option to extend this Contract term for up to two (2) additional one (1) year periods and six (6) month-to-month extensions, for a maximum total Contract term of five (5) years and six (6) months. Each such extension option may be exercised at the sole discretion of the Director, or designee, as authorized by the Board of Supervisors.
- 4.3** The County maintains a database that track/monitor Contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.
- 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**

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

#### **5.2 Written Approval for Reimbursement**

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

### **5.3 Notification of 75% of Total Contract Sum**

The Contractor must maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor must send written notification to 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 and Billing Schedule and Performance Frequencies. Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment will be due to the Contractor for that work.

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

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

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

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

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

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

**Department of Parks and Recreation  
East County Community Services Agency  
265 Cloverleaf Drive  
Baldwin Park, CA 91706  
Attention: Assistant Regional Grounds Maintenance Supervisor**

5.5.6 **County Approval of Invoices**

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

5.5.7 **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 the County elects, in its sole determination, to exercise the option years, and if requested by the Contractor, the Contract (hourly, daily, monthly, etc.) amount (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**

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

#### **7.4 Contractor's Staff Identification**

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

#### **7.5 Background and Security Investigations**

7.5.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, must undergo and pass a background investigation to the satisfaction of County as a condition of beginning

and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

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

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

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 Amendments and Change Notices**

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

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

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

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

### **8.2 Assignment and Delegation/Mergers or Acquisitions**

8.2.1 The Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County

of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

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

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

### **8.3 Authorization Warranty**

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

### **8.4 Budget Reductions**

In the event that the County's Board 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 ten (10) 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 five (5) 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 five (5) 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 three (3) business days of mailing to the complainant.

## **8.6 Compliance with Applicable Laws**

8.6.1 In the performance of this Contract, Contractor must comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under 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](mailto:gainstart@dpss.lacounty.gov) and [BSERVICES@OPPORTUNITY.LACOUNTY.GOV](mailto: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  
Department of Parks and Recreation  
Attention: Contracts and Procurement Division

1000 South Fremont Avenue, Unit #40  
Building A9 West, 2<sup>ND</sup> Floor  
Alhambra, CA 91803

- 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 **Property Coverage**

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

8.25.5 **Pollution Liability Insurance**

Such insurance shall cover liability arising from the release, discharge, escape, dispersal or emission of 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. Contractor shall maintain limits not less than \$ 1 million per occurrence and \$ 1 million aggregate.

**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/safely-surrender/>.

### **8.34 Notices**

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

County of Los Angeles  
Department of Parks and Recreation  
Attention: Contracts and Procurement Division  
1000 South Fremont Avenue, Unit #40  
Building A9 West, 2<sup>ND</sup> Floor  
Alhambra, CA 91803

#### **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](http://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.

## **8.60 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding**

Pursuant to [Government Code Section 84308](#), Contractor and its Subcontractors, are prohibited from making a contribution of more than \$250 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.

# **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 **Intentionally Omitted**

9.1.12 **Neutrality in Labor Relations**

The Contractor must not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction will not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

**9.2 Organic Waste Recycling**

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

9.2.2 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.

9.2.3 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.

9.2.4 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.

### **9.3 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. The 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 UNIQUE TERMS AND CONDITIONS - DPR**

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

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

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

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

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

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

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

## **10.2 Extraordinary Incidents, Acts of God, Third Party Negligence**

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

## **10.3 Right of Entry**

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

Director, arising therefrom over and above the compensation set forth within this Contract, may be charged against the Contractor.

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

#### **10.4 Compliance with the County's Smoking Ban Ordinance**

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

### **11.0 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 and Change notices
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 11.0	Survival

## **12.0 ENFORCEMENT OF CONTRACT**

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


### **13.0 ENTIRE CONTRACT**

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

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

**CONTRACTOR**

**PARKWOOD LANDSCAPE MAINTENANCE, INC.**

By George Albanez   
Name  
Business Development  
Title

**COUNTY OF LOS ANGELES**

By \_\_\_\_\_  
Chair, Board of Supervisors

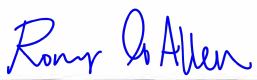
**ATTEST:**

**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   
Senior Deputy County Counsel

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California
County of Los Angeles

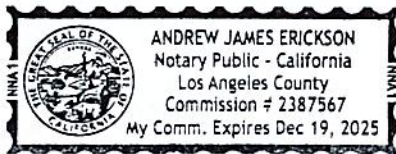
On July 30, 2024 before me, Andrew James Erickson, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared George Albinez
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Park Maintenance Service Contract

Document Date: Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

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

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

# STATEMENT OF WORK PARK MAINTENANCE SERVICES

## I. ADMINISTRATIVE SPECIFICATIONS

### 1.0 GENERAL REQUIREMENTS

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



## STATEMENT OF WORK PARK MAINTENANCE SERVICES

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

### 2.0 FACILITIES TO BE MAINTAINED

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

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

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

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

### 3.0 CERTIFICATIONS/REPORTS

#### 3.1 Payroll Report

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

#### 3.2 Maintenance Function Report

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

#### 3.3 Certification of Specialty Type Maintenance

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

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

## STATEMENT OF WORK PARK MAINTENANCE SERVICES

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

### 3.4 Certified Monitoring Reports for Living Wage Program

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

### 3.5 Hauler Tracking and Reporting

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

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

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

### 3.6 Diesel Particulate Matter Control Measures

## STATEMENT OF WORK PARK MAINTENANCE SERVICES

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

### 4.0 ADDITIONAL WORK

- 4.1 As authorized in **Section 8.0, Change Notices and Amendments**, of the Contract, the Director or designee may at his/her discretion, modify the Contractor's On-Going Maintenance Task and Schedule when such work arises out of extraordinary incidents such as vandalism, Acts of God, and third-party negligence: or services required due to new or the modification of existing facilities or recreation programs.
- 4.2 Prior to performing any additional work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. No work shall commence without a written authorization from the Director or designee.
- 4.3 Notwithstanding the above authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the Director or designee may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. However, within twenty-four (24) hours after receiving a verbal authorization, the Contractor shall submit a written estimate to the Director or designee for approval.

### 5.0 SAFETY

- 5.1 The Contractor agrees to perform all work outlined in this Contract in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all local, County, State or other legal requirements including but not limited to, full compliance with the terms of the applicable O.S.H.A. and CAL-O.S.H.A. Safety Orders at all times so as to protect all persons, including the Contractor's employees, agents of the County, vendors, members of the public or others from foreseeable injury, or damage to their property. The Contractor shall inspect all potential hazards at said facilities and keep a log indicating date inspected and action taken.
- 5.2 It shall be the Contractor's responsibility to inspect, and identify, any condition(s) that renders any portion of the premises unsafe, as well as any unsafe practices occurring thereon. The Director or designee shall be notified within 24 hours if an unsafe condition or safety hazard is discovered on the premises that requires major correction. A major correction would constitute a maintenance issue that cannot be easily corrected within 24

## **STATEMENT OF WORK PARK MAINTENANCE SERVICES**

hours by Contractor and could be hazardous to park visitors. The Contractor will be responsible for alerting the Director or designee of the hazard and reporting it to the Maximo Call Center to create a work order. The Director or designee shall be notified immediately of any unsafe condition that requires major correction. The Contractor shall be responsible for making minor corrections including, but not limited to; filling holes in turf areas and paving, using barricades or traffic cones to alert patrons of the existence of hazards, replacing valve box covers, and securing play apparatus so as to protect members of the public or others from injury. During normal hours the Contractor shall obtain emergency medical care for any member of the public who is in need thereof, because of illness or injury occurring on the premises. The Contractor shall cooperate fully with the County in the investigation of any accidental injury or death occurring on the premises, including a complete written report thereof to the Director or designee within five (5) days following the occurrence.

### **6.0 CONTRACTOR'S STAFF**

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

## STATEMENT OF WORK PARK MAINTENANCE SERVICES

expense and may include, but not be limited to, appropriate attire and/or name badges as specified by the Director.

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

### 7.0 HOURS AND DAYS OF MAINTENANCE SERVICES

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

### 8.0 MAINTENANCE SCHEDULES

- 8.1 The Contractor shall, within ten (10) days after the effective date of this Contract, submit a facility work schedule to the Director or designee for

## STATEMENT OF WORK PARK MAINTENANCE SERVICES

review and approval. Said work schedule shall be set on an annual calendar identifying and delineating the time frames for the required functions by the day of the week, morning and afternoon. In addition, the Contractor shall notify the Director or designee, in writing, at least two (2) weeks prior to the scheduled date and time for the eradication of rodents pursuant to Section 35 of the Statement of Work.

- 8.2 The Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the Director or designee for his/her review, and, if appropriate, his approval, within five (5) working days prior to the scheduled time for the work.
- 8.3 The above provisions are not construed to eliminate the Contractor's responsibility in complying with the requirements to notify the Director for Specialty Type maintenance as set forth immediately hereinafter.
- 8.4 The Contractor shall notify the Director or designee, in writing, at least two (2) weeks prior to the date and time of all "Specialty Type" maintenance operations. "Specialty Type" operations are defined as:
  - a. Fertilization
  - b. Turf renovation/reseeding
  - c. Micro-Nutrients/soil amendments
  - d. Spraying of trees, shrubs or turf
  - e. Aesthetic tree pruning
  - f. Other items as determined by the Director or designee.

### 9.0 INTERPRETATION OF MAINTENANCE SPECIFICATIONS

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

### 10.0 SIGNS/IMPROVEMENTS

## **STATEMENT OF WORK PARK MAINTENANCE SERVICES**

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

### **11.0 UTILITIES**

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

### **12.0 RESPONSES, INQUIRIES, AND COMPLAINTS**

- 12.1 During the term of this contract, the Contractor shall maintain an office located in the Los Angeles Metropolitan Area. In addition, the Contractor shall maintain a telephone at the office that is listed in the telephone directory in its own name or in the firm name by which it is most commonly known.
- 12.2 During normal business hours, Contractor shall have a responsible employee(s) to receive all inquiries and complaints that may be received from the Director, County personnel or patrons using the facilities and take the necessary action. An answering service shall be considered an acceptable substitute to full-time coverage, provided the Contractor is advised of any complaint within one (1) hour of receipt of such complaint by the answering service. The Contractor's employee(s) responsible for providing the landscape maintenance services shall be available for notification through cell phone, answering service, beeper or electronic mail communications during normal business hours.
- 12.3 During normal days and hours of operation, whenever immediate action is required to prevent impending injury, death or property damage to the facilities being maintained, the County may, after a reasonable attempt to notify the Contractor, cause such action to be taken by the County work force and shall charge the cost thereof as determined by the Director, against the Contractor, or may deduct such cost from an amount due to the Contractor from the County.
- 12.4 The Contractor shall maintain a written log of all complaints. The log shall include the name of the employee logging the complaint, the date and time of the complaint, the facility where the complaint is about, a description of the complaint, the name and address of the complainant, and the action taken or the reason for non-action. The log of complaints shall be submitted

## STATEMENT OF WORK PARK MAINTENANCE SERVICES

monthly with the Contractor's invoice and shall be open to the inspection of the Director at all reasonable times.

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

### 13.0 NON-INTERFERENCE

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

### 14.0 USE OF CHEMICALS

- 14.1 All work involving the use of chemicals shall be in compliance with all Federal, State and local laws and will be accomplished by a Qualified Applicator under the direction of a Licensed Pest Control Advisor. The Contractor, in complying with the California Food and Agricultural Code, shall provide a copy of a valid Pest Control Business License, a valid Pest Control Advisor's License and a Qualified Applicator's License prior to using any and all applicable chemicals within the area(s) to be maintained.
- 14.1.1 The Contractor, in addition to complying with the California Food and Agricultural Code, must be registered with the Los Angeles County Agricultural Commission. The Contractor shall also be certified in categories D and E of the Pest Control Advisor's License and in category B of the Qualified Applicator's License.
- 14.1.2 If the Contractor does not possess a valid Pest Control Advisor's License with appropriate categories, the Contractor, upon written consent of the Director or designee per Paragraph 9.40, Subcontracting, of the Contract, may subcontract this service.



## STATEMENT OF WORK PARK MAINTENANCE SERVICES

- 14.1.3 If the chemical application is performed without the necessary Department approvals, including registration, licenses and permits, the Director or designee may deduct pro rata from the Contractor's invoice applicable contract costs for chemical spraying.
- 14.1.4 The action above shall not be construed as a penalty but as an adjustment of payment to the Contractor due to the failure of the Contractor to complete or comply with the provisions of this Contract.
- 14.1.5 In addition to the remedies provided heretofore, this Contract may be terminated per Paragraph 9.44, Termination for Default, of the Contract upon the Contractor's failure to correct deficiencies in a timely manner.
- 14.2 A listing of proposed chemicals to be used including commercial name, application rates and type of usage shall be submitted to the Director or designee for approval at the commencement of the contract. No work shall begin until written approval of use is obtained from the Director or designee.
- 14.3 Chemicals shall only be applied by those persons possessing a valid California Certified Applicator's license. Application shall be in strict accordance with all governing regulations.
- 14.4 Records of all operations stating dates, times, methods of application, chemical formulations, applicators' names and weather conditions shall be made and retained in an active file for a minimum of three (3) years. The Contractor shall provide a chemical use report (site specific) with monthly billing. A copy of the Pest Control Advisor recommendation for each application (site specific) shall be provided to the monitor and applicator prior to each application. This shall be in addition to the copy of the usage summary that is provided to the Agricultural Commissioner.
- 14.5 All chemicals requiring a special permit for use must be registered with the County Agricultural Commissioner's Office and a permit obtained with a copy to the Los Angeles County Department of Parks and Recreation.
- 14.6 All regulations and safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California shall be adhered to.
- 14.7 Chemicals shall be applied when air currents are still; preventing drifting onto adjacent property and preventing any toxic exposure to persons whether or not they are in or near the area of application.
- 14.8 Products that include Glyphosate as an ingredient are prohibited from use in all County parks and facilities. Proposed alternatives will be reviewed and approved by the Director or designee prior to application.

### 15.0 GREEN INITIATIVES

## STATEMENT OF WORK PARK MAINTENANCE SERVICES

- 15.1 Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits. Contractor shall purchase, store, and use environmentally and human friendly products that are compatible with products used by County. County shall determine and approve Contractor’s products prior to their use.
- 15.2 Contractor shall identify methods of preventing contamination, segregating paper and plastic found in landscaping waste, and removing debris such that those items do not end up contaminating green waste. Contractor shall provide a report to the Contract Manager as to methods they have used to prevent contamination of green waste. As needed, Contractor shall train Contractor’s staff on measures needed to comply with County’s directive to prevent contamination of green waste.
- 15.3 Effective January 2, 2024, the Contractor shall use battery-electric operated hand tools, blower, weed-wackers, etc., to provide the services under this scope of work. The use of gas-powered hand tools to provide the services under this scope of work is prohibited. Contractor shall provide a list of the types of battery-electric equipment they intend to use to provide landscaping services.
- 15.4 Contractor shall identify any environmentally sustainable best practices in which it currently participates or in which it is legally obligated to participate, including procurement of landscaping materials such as mulch and compost. Other sustainable best practices include integrated pest management, grasscycling, drip irrigation, composting, environmentally sustainable procurement, using mulch, and using electric powered tools and equipment. Contract Manager will document how Contractor will undertake green best practices. As needed, Contractor shall train staff on environmentally sustainable best practices.

### 16.0 NOISE

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

## II. ON-GOING MAINTENANCE TASKS

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

### GROUP I Mowing

#### 17.0 MOWING

## STATEMENT OF WORK PARK MAINTENANCE SERVICES

- 17.1 Mowing operations shall be performed in a workmanlike manner that ensures a smooth surface appearance without scalping or allowing excessive cuttings to remain. This includes the safe operation of equipment as determined by the Director or designee and within the manufacturer's guidelines.
- 17.2 Turf shall be mowed with a reel-type mower equipped with rollers or a rotary-type deck and shall be configured so that the outer edges of the blade shall extend 18" to 24" beyond the outer edge of the wheel.
- 17.3 All equipment shall be adjusted to the proper cutting heights and shall be adequately sharpened.
- 17.4 Mower blades shall be sharpened weekly.
- 17.5 Mowing height shall be no less than  $\frac{3}{4}$  inch and may be set as high as 4 inches with normalcy based upon turf species and site conditions. Mowing heights may vary for special events and conditions. Heights shall be determined by the Director or designee.
- 17.6 Mowing operation shall be on a schedule that is acceptable to the Director or designee.
- 17.7 Walkways shall be cleaned immediately following each mowing so that no clippings create a hazardous condition.
- 17.8 Mowing of turf at each park facility shall be completed in one operation.
- 17.9 Unless otherwise prohibited by law, Contractor should utilize grasscycling to save water and mitigate environmental impacts. Contractor should not cut more than one-third of actual height of grass at any one time, and shall maintain the following optimal heights of grass to maximize impact of grasscycling:
  - Bermuda (Hybrid) and Seashore Paspalum:  $\frac{3}{4}$ "
  - Bermuda (Common), Kikuyugrass, Dwarf Tall Fescue, St. Augustine, Zoysia and Blue Grammagrass: 1 $\frac{1}{2}$ "
  - Fescue, Ryegrass and Buffalo Grass: 2 $\frac{1}{2}$ "
- 17.10 Low-noise zero emission battery-electric mowers are required where available.
- 17.11 Mulching blades must be used for all mowing operations.
- 17.12 All ball fields are mowed lower than the rest of the park.

### **18.0 GROUP I SITE INSPECTION AND REPORTING - Mowing**

- 18.1 Prior to initiating a mowing operation, the site is to be inspected by a knowledgeable and responsible employee of Los Angeles County, who will determine the practicality of initiating the operation.
- 18.2 Litter is not to be shredded by mowers, glass bottles are not to be driven over and broken, and excessively wet turf areas are not to be driven across.

## **STATEMENT OF WORK PARK MAINTENANCE SERVICES**

- 18.3 Damaged sprinkler heads, valve box and covers shall be immediately reported to County Staff. If Contractor damages a sprinkler head or a valve box cover, the Contractor must repaired/ replaced it within 24 hours.
- 18.4 If a mowing operation cannot be thoroughly completed within the designated time frame, an employee of Los Angeles County shall be immediately notified through the Contractor's communication network.

### **19.0 GROUP I MANAGEMENT/SUPERVISION - Mowing**

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

### **GROUP II General Landscape Maintenance**

#### **20.0 MECHANICAL EDGING**

- 20.1 All, turf edges, including designed edges in flowerbeds, shall be kept neatly edged and all grass invasions must be eliminated.
- 20.2 All turf edges, including but not limited to; sidewalks, patios, drives, curbs, shrub beds, flower beds, groundcover beds, around tree bases, and along lakes and streams shall be edged to a neat and uniform line.
- 20.3 Mechanical edging of turf shall be completed as one operation in a manner that results in a well-defined, V-shape edge that extends into the soil. Such edging shall be done with a power edger with a rigid blade.
- 20.4 All turf edges shall be trimmed or limited around: sprinklers to provide optimum water coverage, valve boxes, meter boxes, backflow devices, park equipment and other obstacles.
- 20.5 All groundcover and flower bed areas where maintained next to turf areas shall be kept neatly edged and all grass invasions eliminated.
- 20.6 Walkways shall be cleaned immediately following each mechanical edging to remove accumulated debris and limit hazardous conditions.
- 20.7 All concrete curbing must be edged with a blade edger.

## STATEMENT OF WORK PARK MAINTENANCE SERVICES

### 21.0 WEED REMOVAL

- 21.1 All grass-like type weeds, morning glory or vine-weed types, ragweed or other underground spreading weeds shall be kept under strict control.
- 21.2 Methods for removal of weeds can incorporate one or all four of the following:
  - a. Hand removal (Mechanical)
  - b. Cultivation
  - c. Chemical Eradication
  - d. Mulching
- 21.3 Remove or control all weeds and grasses from the following areas: beds, planters, walkways, ball diamonds, hard court areas, picnic pavilions, drainage areas, play areas, patios, expansion joints in all hard surface areas, driveways, roadways, parking lots, drainage areas, slopes and hillsides, bare areas, and undeveloped areas.
- 21.4 Remove all weeds, mechanically, from shrub beds, planters, and other cultivated areas. Further, more “naturally kept” areas may also be candidates for invasive weed removal through mechanical or chemical means but should be investigated further for protection of native species if within habitat interfaces.
- 21.5 Weeds treated with a contact weed chemical shall be left in place for a minimum of seven (7) days. If kill is not complete, additional application(s) shall be made, at no additional cost to the County, until target species are eliminated.
- 21.6 Weeds treated using a systemic chemical shall be left in place per manufacturer's recommendation. If kill is not complete by the time specified in the manufacturer's recommendation a second application, at no additional cost, shall be made.
- 21.7 After complete kill, all dead weeds shall be removed from the areas.
- 21.8 Spot treat with a portable sprayer or wick wand using an effective herbicide applied per manufacturer's recommendation. Water shall not be applied to treated areas for forty-eight (48) hours after each application.
- 21.9 Treatments shall be made, or attempted to be made, prior to weeds flowering. If weeds have completed blooming, care should be applied to minimize dispersal of seed during maintenance events.
- 21.10 Contractor will provide a plan within three (3) days of contract execution or by agreed upon date with Contract Manager to abate and remove weeds in compliance with the County's accepted methods. As needed, Contractor shall train staff on measures needed to comply with County's directive to abate and remove weeds.

## **STATEMENT OF WORK PARK MAINTENANCE SERVICES**

- 21.11 Mechanical removal must be attempted before the use of chemicals. The Contractor shall consult with the Contract Manager on allowable products prior to using any chemicals.
- 21.12 Any compost or mulch purchased by the Contractor shall be SB 1383 compliant. Contractor is responsible for verifying that any compost or mulch comes from an SB 1383-compliant source prior to purchasing. Contractor shall provide documentation to the Contract Manager showing the quantity of mulch or compost purchased, the date of purchase, and the name and address of the facility where the compost or mulch was produced.
- 21.13 Contractor shall identify methods of weed control used in flowerbeds after they are planted for the season and prior to planting annuals. Contract Manager will document specific Contract language showing how Contractor will control weeds in flowerbeds in accordance with the County's BMPs.
- 21.14 For planter beds, Mechanical or chemical removal of weeds is prohibited, unless approved by the Director. Weeds are to be removed manually with non-mechanical tools.

### **22.0 LITTER CONTROL**

- 22.1 Complete policing and litter pickup to remove paper, rocks, glass, trash, undesirable materials, including fallen tree branch(es) that could fit in the bed of a mini-truck and be handled by one person, without reduction, siltation and other accumulated debris upon the hard surfaces, developed, bare and undeveloped areas to be maintained, including but not limited to: walkways, roadways, service yards, between and around planted areas, steps, planters, drains, stream beds, areas on slopes from the toe or top of slope to ten feet up or down the slope adjacent to developed areas, catch basins, play equipment, sand/Fibar areas, turfed areas, and Skate Parks.
- 22.2 Complete policing, litter pick up and supplemental hand sweeping of parking lot corners and other parking lot areas inaccessible to power equipment shall be accomplished to ensure a neat appearance.
- 22.3 Complete removal of floating debris and litter in lakes and/or streams.
- 22.4 Litter pickup shall be completed as early in the day as possible, but in no case later than 10:00 a.m.
- 22.5 Trash cans and any other large materials placed into the lakes or streams shall be removed.
- 22.6 Submerged debris within ten (10) feet of the incline of the lake shall be removed daily.
- 22.7 Litter shall be removed from all riding and hiking trails and ten (10) feet on either side of trails.
- 22.8 Litter shall be removed from developed irrigated slope areas and undeveloped areas (10 feet out, up or down) adjacent to developed areas or roadways.

## **STATEMENT OF WORK PARK MAINTENANCE SERVICES**

- 22.9 Litter picked up on site shall be placed in trash bins and not in trash containers.
- 22.10 All such materials collected must be managed onsite or taken to an approved organic processing facility. If using an off-site organic waste processing facility, then the Contractor shall provide the County with contact and location information for the facility. If the organic waste is managed on-site at the generating facility, the Contractor shall train facility staff in managing the green waste to compost the acceptable materials.
- 22.11 Dog waste stations shall be refilled prior to 10:00 am, on an as needed basis. Bags and stations will be provided by County.

### **23.0 TRASH CONTAINERS**

- 23.1 Exterior trash containers shall be emptied prior to 10:00 a.m. and all materials shall be placed in appropriate trash bin(s).
- 23.2 Receptacles shall be conveniently located for public use and returned daily to such locations if receptacles are displaced by third parties.
- 23.3 Containers or related appurtenances shall be cleaned and painted to avoid concentrations of insects and not detract from the overall appearance of the area.
- 23.4 Containers shall be painted and stenciled as needed.
- 23.5 Containers shall be fifty-five (55) gallon drums.

### **24.0 TRASH BIN REMOVAL**

- 24.1 All trash and accumulated debris shall be placed in appropriate designated trash bin(s) each day.
- 24.2 A designated storage area will be provided for the trash bin(s).
- 24.3 The Contractor shall be responsible for providing all necessary trash bins; and off-site removal of all trash and accumulated debris to an approved disposal site.
- 24.4 Trash trucks shall not be permitted on park turf areas.
- 24.5 Contractor shall also report to the Contract Manager on quantities of green waste hauled away from County facilities and green waste reused onsite. As needed, Contractor shall train staff on measures needed to comply with County's directive to recycle green waste.

### **25.0 RAKING**

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

### **26.0 PRUNING AND HEDGE TRIMMING**

- 26.1 Clearance

## STATEMENT OF WORK PARK MAINTENANCE SERVICES

- a. Maintain trees to achieve an eight (8') foot clearance for all branches within the developed park area and fifteen feet (15') clearance for branches overhanging beyond curb line into the paved section of roadways and hiking and riding trails. Prune all plant materials where necessary to maintain access and safe vehicular and pedestrian visibility and clearance and to prevent or eliminate hazardous situations.
  - b. All wounds one inch in diameter or over shall be painted with asphaltic base tree paint immediately after pruning.
  - c. Shear fence lines to limit growth to just outside of chain link fabric.
- 26.2 Trim designated formal plant materials to maintain formal hedges and topiary work.
- 26.3 Plant ties shall be checked frequently and either retied to prevent girdling or removed along with the stakes when no longer required.
- 26.4 Remove all new growth on trees up to the appropriate height clearances.
- 26.5 Remove all dead shrubs and trees. Trees to be removed shall have a caliper of three (3) inches or less measured six (6) inches above the ground level.
- 26.6 Staking and Tying
- a. Replacement of missing or damaged stakes where the tree diameter is less than three (3) inches.
  - b. Stake in those cases where tree has been damaged and requires staking for support.
  - c. Stake new trees or recently planted trees which have not previously been staked.
  - d. Materials
    - 1. Tree stakes, two (2) per tree, shall be pentachlorophenol treated lodge pole pine not less than eight (8) feet in length for five (5) gallon size trees not less than ten (10) feet for fifteen (15) gallon trees.
    - 2. Guy wires where required, and plant ties will be of pliable, zinc-coated ten (10) gauge using two (2) ties per tree.
    - 3. Hose for covering wire shall be either new or used garden hose at least one-half (1/2) inch in diameter (hose ties should allow for minimum of three (3) additional inches of clearance beyond the diameter of the branch or trunk being secured).
    - 4. Stakes will not be placed closer than eight (8) inches from the bark.
- 26.7 Groundcover
- All dead, diseased and unsightly branches, vines or other growth shall be removed as they develop. All groundcover areas shall be pruned to maintain a neat edge along planter box walls. Any runners that start to climb buildings, shrubs or trees shall be pruned out of these areas.



## STATEMENT OF WORK PARK MAINTENANCE SERVICES

- 26.8 Damaged trees shall be staked and tied within twenty-four (24) hours. Replacement stakes or new staking shall be completed within five (5) days.
- 26.9 Remove and place in appropriate trash bin(s) all clippings the same day that plant materials are pruned or trimmed.
- 26.10 Contractor shall not dispose of green waste material(s) in a landfill. Contractor shall identify means to the Contract Manager for proper management, through composting, recycling, or reuse, of green waste materials, such as vegetative cuttings, shrubs, brushes, grasses, tree trimmings, and pruning.

### 27.0 SWEEPING

- 27.1 Check concrete areas for cracks, crevices and deterioration and notify the Director or designee in writing within twenty-four (24) hours and barricade hazards immediately. Contractor shall also report any hazards to the Maximo Call Center to create a work order.
- 27.2 Walkways, steps, hard court areas, picnic pads, picnic shelters, patios, and Skate Parks shall be cleaned including but not limited to; the removal of all foreign objects from surfaces such as gum, grease, paint, graffiti, broken glass, etc.
- 27.3 Methods for sweeping of designed areas can require one or all of the following:
  - a. Power pack blowers
  - b. Vacuums
  - c. Brooms
  - d. Push power blowers
- 27.4 In the event the Contractor elects to use power equipment to complete such operations, the Contractor shall be subject to local ordinances regarding noise levels. The Contractor shall not use any power equipment prior to 7:00 a.m. Further, any schedule of such operations may be modified by the Director or designee in order to insure that the public is not unduly impacted by the noise created by such equipment.
- 27.5 Supplemental hand sweeping of parking lot corners and other parking lot areas are required in those areas inaccessible to power equipment.
- 27.6 Sweeping operation of the hardcourt areas, including but not limited to tennis courts, in conjunction with washing shall not be performed on the same day. One operation shall be performed at the beginning of the week and the other operation at the end of the week. (i.e., Sweeping performed on Monday or Tuesday and washing performed on Thursday or Friday.)

### 28.0 WASHING

- 28.1 Tennis Courts/Hard Court Areas/Skate Parks

## STATEMENT OF WORK PARK MAINTENANCE SERVICES

Contractor shall use gas power pressure washer for all washing of designated concrete walkways. Equipment specifications are listed below:

- 1) PSI range between 2400 to 5000 GPM
- 2) Spray range between 2.4 to 4.0 gallons per minute
- 3) Cold Water Pressure Washer

Washing operation of the hardcourt areas, including but not limited to tennis courts, in conjunction with sweeping shall not be performed on the same day. One operation shall be performed at the beginning of the week and the other operation at the end of the week. (i.e., sweeping performed on Monday or Tuesday and washing performed on Thursday or Friday).

Unless directed otherwise, or instructed by the Director or designee, Contractor shall use a water broom to wash tennis courts. Water broom to be approved by the Director or designee but needs to be provided by the contractor.

- 28.2 Picnic Table Pads, Shelter, Patios and Designated Hard Surface Areas.  
The above shall be thoroughly washed (cleaned) to remove accumulated materials.

- 28.3 Patio Areas used for Food Service  
Patio areas used for food service shall be washed (cleaned) to remove accumulated materials before 10:00a.m. or per recreation schedule.

- 28.4 In case of drought, as instructed by the Director, Contractor shall use water broom to wash tennis courts/basketball courts, picnic table pads, shelters, kitchen, and patio areas used for food service.

- 28.5 Dog Park - Concrete pavement, drinking fountains, picnic benches, pole footings, and any other hard surfaces

The above shall be thoroughly washed (cleaned) to remove accumulated materials and wiped dry.

- 28.6 Any washed areas should be left dry and ready to use.

### 29.0 GRAFFITI ERADICATION AND CONTROL

- 29.1 Graffiti eradication and control shall include all surfaces to the following areas as noted.

#### Exterior

- a. All exterior wall surfaces.
- b. Park Signs and Park Fountains
- c. Wooden Bridges and Play Structures
- d. Picnic Pavilions, patios, tables and slabs

**STATEMENT OF WORK  
PARK MAINTENANCE SERVICES**

- e. Restrooms and Comfort Stations - all exterior wall, window and door surfaces
- f. County Service Yard and Buildings
- g. Concrete and Block Walls
- h. Concrete walks throughout the park.
- i. Curbs in parking lots and on streets and drives.
- j. Trash Barrels
- k. Doors
- l. Other surfaces within the park.

Interior

- a. Park offices, meeting rooms, and storage rooms
  - b. Restrooms and comfort stations - all interior walls, doors, cabinets and windows.
- 29.2 All materials and processes used in graffiti eradication shall be non-injurious to surfaces and adjacent park property, and approved by CAL-O.S.H.A.
  - 29.3 Appropriate surface preparation shall be made on painted walls, and paint applied shall be the exact shade of color as existing paint, unless otherwise specifically approved by the Director or designee.
  - 29.4 The Contractor shall use special care and attention when removing graffiti from treated or sealed surfaces. Such surfaces shall not be painted. The Contractor shall use materials, and methods of application, as provided and approved by the Director or designee.
  - 29.5 The Contractor is not required to sandblast walls or walkways.
  - 29.6 The Contractor shall clean spills, spatters, and runs from graffiti removal operations as a part of each operation.
  - 29.7 Graffiti removal also includes the removal of stickers.

**30.0 SAND/FIBAR/WOODCHIPS AND/OR PLAYGROUND SURFACES PLAY AREAS/PLAYGROUND EQUIPMENT/FITNESS ZONE**

- 30.1 All playground sites and fitness zone equipment shall be inspected at the start of each workday and before 8:00 a.m. The Contractor shall complete a daily written report as prescribed by the County for each play area on a Daily Facility/Equipment Inspection Report form provided by the Director or designee.
- 30.2 The Contractor shall sign, date and send, via facsimile, each Daily Facility/Equipment Inspection Report to the Director or designee prior to 2:00 p.m. on the date of the actual inspection.

## STATEMENT OF WORK PARK MAINTENANCE SERVICES

- 30.3 Any play area component (condition or portion of a play area) showing signs of wear, fatigue or otherwise presenting an unsafe condition shall be reported immediately to the Director or designee upon detection. Written comments describing unsafe conditions shall also be included in the Daily Facility/Equipment Inspection Report.
- 30.4 All playground sites and equipment shall be neatly groomed at the start of each workday and before 8:00 a.m.
  - 30.4.1 The entire sand/fibar and/or playground surfaces play area shall be cleaned, raked to a depth of 5 inches and raked level. All foreign and hazardous materials shall be removed. All sand/fibar and/or playground surfaces play areas shall be maintained free of weeds, litter, cans, pop tops, broken glass and other harmful and unsightly debris.
  - 30.4.2 Special attention shall be made to low and "dished out" sand/fibar areas around play equipment. These sand/fibar areas shall be leveled by distributing sand/fibar from high areas to low areas.
  - 30.4.3 During the leveling and distribution of sand/fibar no concrete footing shall be exposed. Each footing shall be covered to provide adequate cushioning and prevent tripping.
  - 30.4.4 During regular maintenance, the raking and filling of depressions shall be done in a manner to prevent material compaction.
  - 30.4.5 The sand/fibar fall zone areas are considered to be locations eight (8) feet around and below the play area. These areas shall have a cushioning potential of twelve (12) inches. In order to achieve this cushioning requirement, the Contractor shall provide rototilling once per week in all fall zone areas. The Contractor shall notify the Director or designee as soon as possible if the twelve (12) inch cushioning cannot be achieved.
  - 30.4.6 Cushioning to twelve (12) inches means the loosening of surface material to absorb the shock from play activity.
- 30.5 Equal access play areas and their resilient surfaces shall be thoroughly swept to remove sand/fibar, silt and debris following each litter and debris removal. Any cracks, tears, rips or holes shall be reported immediately to the Director or designee upon detection. Written comments describing unsafe conditions shall also be included in the Daily Facility/Equipment Inspection Report.

### **31.0 PICNIC AREAS/SHELTERS**

#### **Daily Operations**

- 31.1 Picnic tables, benches, slabs, braziers and trash containers and receptacles shall be spot cleaned and sanitized to insure safe use by the public.

## **STATEMENT OF WORK PARK MAINTENANCE SERVICES**

- 31.2 Picnic tables and benches shall be checked for graffiti, carvings, looseness of planks or braces, cleanliness and general need of repair.
- 31.3 Picnic tables, cooking grills, braziers, fireplaces, sinks, food preparation surfaces and fire rings shall be inspected for safety hazards and general need of repair.
- 31.4 The Contractor's observation of safety hazards or the general need of repair of braces, braziers, picnic tables, cooking grills, fireplaces, sinks, food preparation surfaces and fire rings shall be immediately reported to the Director or designee.
- 31.5 Ashes, partially burned charcoal, garbage and leftover food in and around cooking and picnic facilities and fire rings shall be removed.
- 31.6 The entire picnic area, including shelters, shall be kept free of broken glass, cans, pop-tops, paper, etc.
- 31.7 Empty all trash containers.

### **Weekly Operations**

- 31.8 Clean and sanitize all pads, benches, walls, splashboards, cupboard doors, stoves, dispensers, sinks, trash containers and food preparation surfaces. Note that special care is to be taken in the selection of products used in the food preparation areas. Remove all tacks, staples, strings and other objects.
- 31.9 Thoroughly clean, wet mop, and disinfect floors taking care to clean corners and around other obstacles.

### **Monthly Operations**

- 31.10 Clean out hot coal receptacles, report any missing parts and thoroughly remove all coals and debris from receptacles.

## **32.0 DRINKING FOUNTAIN MAINTENANCE**

- 32.1 The Contractor shall maintain all interior and exterior drinking fountains by performing the following daily operations:
  - a. Drinking fountains shall be cleaned and disinfected.
  - b. Leaking fixtures, clogged or stopped up drains and damaged fountains that cannot be repaired by tightening the fixture to stop the leak, unclogged by using a "plumber's helper" or a short snake to clear the drain shall immediately be reported to the Director or designee orally and thereafter in writing. For leaking fixtures that cannot be stopped as indicated in this Subparagraph, the water valve shall be turned off.
- 32.2 The County shall be responsible for the repair or replacement of drinking fountains and fixtures. Additional compensation may be authorized, at the

## STATEMENT OF WORK PARK MAINTENANCE SERVICES

discretion of the Director or designee, for the Contractor to perform said work.

### 33.0 AERIFICATION

- 33.1 Aerate all turf areas by using a device that removes cores to a depth of two (2) inches at not more than six (6) inch spacing.
- 33.2 Turf aerification shall be accomplished during the period of April through November, at the frequency established in the Pricing and Billing Schedule and Performances Frequencies, Exhibit A of the Contract.
- 33.3 Flag sprinkler/irrigation heads prior to commencing this task.

### 34.0 FERTILIZATION

- 34.1 All fertilizer/micronutrients shall be approved by the Director or designee prior to application.
- 34.2 Application of the fertilizer shall be done in sections, determined by the areas covered by each irrigation system. All areas fertilized shall be thoroughly soaked immediately after fertilization.
- 34.3 All turf areas shall receive not less than one (1) pound of actual available nitrogen in a balance fertilizer form for each one thousand (1,000) square feet of turf area. All fertilizer shall be inorganic and granular in form with an approximate ratio of 4-1½ -2.
- 34.4 Application of topdressing shall proceed after the Shatter tine aeration (La Crescenta Area Parks as instructed by the Director).
- 34.5 Areas shall be fertilized utilizing ratios and mixtures recommended by the Director or designee at the rate of application per the manufacturer's recommendation.
- 34.6 Fertilization to occur as scheduled by the Director or designee for the period following broadleaf eradication.

### 35.0 RODENT CONTROL

- 35.1 All areas shall be maintained free of rodents including, but not limited to, gophers and ground squirrels causing damage to turf, shrubs, groundcover, trees, and irrigation system. Fumitoxin (Aluminum Phosphide) will be used for this control or an approved equal as approved by the Director.
- 35.2 Effects of rodent activity: holes, mounds, etc., shall be backfilled, removed or raked level before mowing the facilities.
- 35.3 Infestation eradication means the elimination of all rodents present at the time of treatment. If the kill is not complete within forty-eight (48) hours, the area shall be retreated, at the Contractor's expense, until eradication is complete.

## STATEMENT OF WORK PARK MAINTENANCE SERVICES

### 36.0 SWALES AND DRAINS

- 36.1 The Contractor shall maintain all swales and drains in an operable condition, and free of siltation and debris so that water will have an unimpeded passage to its outlet, by performing the hereinafter specified operations and all other work incidental thereto.
- 36.2 Swales shall be inspected and kept clear of all silt, debris and litter.
- 36.3 Drains and collection boxes shall be cleaned and cleared of all debris.
- 36.4 Drain grates shall be inspected to restrict hazards. The Contractor shall immediately inform the Director or designee of any broken or missing grates, and secure same to keep the area safe for public use.

### 37.0 SERVICE YARD AND STORAGE AREA

- 37.1 The County, at its discretion, may provide storage and office facilities for the Contractor's use within the premises. In such case, the Contractor is prohibited from use of said facility for the conduct of any of its business interests that are outside the scope of this Contract. Further, said facility shall not be used for human habitation, other than a night watchman or patrolman as specifically approved by the Director or designee.
  - The Contractor, at its own risk, may store equipment and materials required for maintenance of the premises in said facility. However, the Contractor must, at all times, employ the use of safety standards and handling procedures as are applicable to such equipment and materials.
- 37.2 The Contractor shall not dispose of hazardous materials on the premises. All such hazardous materials collected on the premises shall be properly stored on a temporary basis, thereafter to be disposed of by the Contractor at an approved disposal site.
- 37.3 Service yard and storage areas must be swept and kept clean of all and debris.
- 37.4 Undesirable materials, including but not limited to trash, accumulated debris, equipment that is no longer usable for the purpose it was intended for, shall be removed from the service yard and storage area(s).
- 37.5 Damage or loss to the Contractors equipment, materials and/or personal property shall be at the Contractor's sole risk and expense. The Contractor hereby agrees to hold the County harmless and waive any claims for damage for loss of use of any equipment, materials and/or property that may occur at County provided storage facilities.

### 38.0 DOG WASTE STATIONS

- 38.1 The Contractor shall maintain dog waste stations by performing the following daily operations:
  - a. Dog waste stations shall be cleaned and disinfected.

**STATEMENT OF WORK  
PARK MAINTENANCE SERVICES**

- b. The Contractor shall replenish dog waste bags prior to 8:00 a.m.; County will provide the dog waste bags.
  - c. The Contractor shall empty the Dog waste receptacles prior to 8:00 a.m. Trash can liners/trash bags are to be provided by the contractor.
- 38.2 The County shall be responsible for the repair or replacement of dog waste stations and fixtures. Additional compensation may be authorized, at the discretion of the Director or designee, for the Contractor to perform said work.

**39.0 GROUP II SITE INSPECTION/REPORTING-General Landscape Maintenance**

- 39.1 Prior to proceeding with any Group II task, the site is to be inspected by a knowledgeable and responsible employee of Los Angeles County, who will determine the practicality of initiating the operation.
- 39.2 If an operation cannot be thoroughly completed within the designated time frame, an employee of Los Angeles County shall be immediately notified through the Contractor's communication network.

**40.0 GROUP II MANAGEMENT/SUPERVISION-General Landscape Maintenance**

- 40.1 The Contractor has the responsibility of providing fully trained and qualified personnel as well as appropriate materials, supplies and equipment.
- 40.2 This staff's activity is to be closely monitored to detect operational irregularities and non-compliance with contractual requirements. It is the Contractor's executive, management, and supervisory staff's responsibility to see that the organization daily oversees the activities of its staff, throughout the range of its activities, and does not delay, ignore, or otherwise limit contractual obligations to a task, site, or operational request from the Director or designee.
- 40.3 The Contractor's crew leader and operational staff, as well as their supervisory and management staff, shall be fully versed in the operational mandates and timelines. An outline of the task requirements, schedule, and timelines for each facility shall be kept with each operating crew.
- 40.4 The Contractor's executive, management, or supervisory staff shall provide ongoing follow up behind operations to insure compliance. Neither the County's deficiency notifications, imposed deductions, nor inspections shall be utilized as substitutions for on-going direction and management of the Contractor's staff.

**GROUP III-Sports Field Maintenance**

**41.0 SPORTS FIELD MAINTENANCE**

All ballfield areas within the premises shall be maintained at a level that insures a safe playing condition. Said ballfields, including appurtenant backstops, fencing, bleachers and walkways shall be inspected daily and the Director or designee informed immediately thereafter, of any hazardous conditions thereat, or of any



## STATEMENT OF WORK PARK MAINTENANCE SERVICES

supplemental needs therefor. For maintenance of the infield skinned area, a Utility bunker rake compact motorized vehicle, or equal consisting of three or four wheels shall be used.

### 41.1 On-Going Ballfield Preparation

The following progression is necessary to prepare a ballfield for each day's play:

- a. The home plate, pitcher's mound, 1st, 2nd, and 3rd base areas surface materials shall be loosened, raked, shaped, and the areas leveled. The surface material that has worked away from these areas must be replaced and tamped down firmly.
- b. All other depressions in the skinned area should be graded level and tamped down firmly.
- c. Lightly water the skinned portion of the infield and then drag and level with a Maxwell Steel Planner Drag or its equal, to break the crust and regrade the infield.
- d. Give the skinned areas a finished surface with a drag mat. Said drag, similar to a metal foot scraper constructed of heavy interwoven metal squares, is used to provide a finished surface. If a vehicle is used to tow the drag mat, make sure that the speed is slow enough to prevent the surface material from being thrown into the outfield grass or out of the skinned areas. Particular care shall be given to the transition zone between grass and skinned area surface so that it is smooth.
- e. After smoothing the surface with the drag mat, small pebbles and other debris, shall be removed.
- f. The skinned portion of the diamond shall be thoroughly watered with the proper amount of water to provide a suitable condition for play. As a rule, after about 1/2 hour of watering, the appearance of small water bubbles should indicate sufficient watering. In the watering of the diamond, the correct procedure is to water away from the body with the hose to the rear. Do not walk on the watered areas.
- g. As the field dries, clean and wash down dugouts, bleachers, concrete pads, and walks around the diamond. Make sure that the runoff from this operation does not create hazardous or unplayable conditions in the area.
- h. Make sure that the base pegs, pitching rubber, quick couplers, valve box covers, and sprinkler heads are visible.

### 41.2 Periodic Maintenance Operations

- a. The berm buildup that is created from play and the dragging operations shall be regularly raked level to insure a smooth transition between the skinned portion of the infield and the grass portion of the outfield.

## STATEMENT OF WORK PARK MAINTENANCE SERVICES

- b. Turf and weed encroachment shall be prevented within the skinned portion of the ballfield.
- c. A smooth line shall be kept between the turf grass and skinned portion of the ballfield by either mechanically edging or chemical application.
- d. Seasonally excessively wet diamonds may require the working of the skinned area until it is dry enough to prepare for play. Acceptable techniques shall be utilized to provide a playable diamond. If rain has stopped, and water is standing on the diamonds, Contractor shall broom, squeegee, absorb or otherwise remove standing water from the skinned portion of the diamond to help dry it for play.
- e. A soil sterilant or herbicide shall be applied under all fencing that does not have concrete mow strips.
- f. Foul lines and out-of-bound lines that extend into turf areas shall be burnt in on a regular basis to insure their visibility.

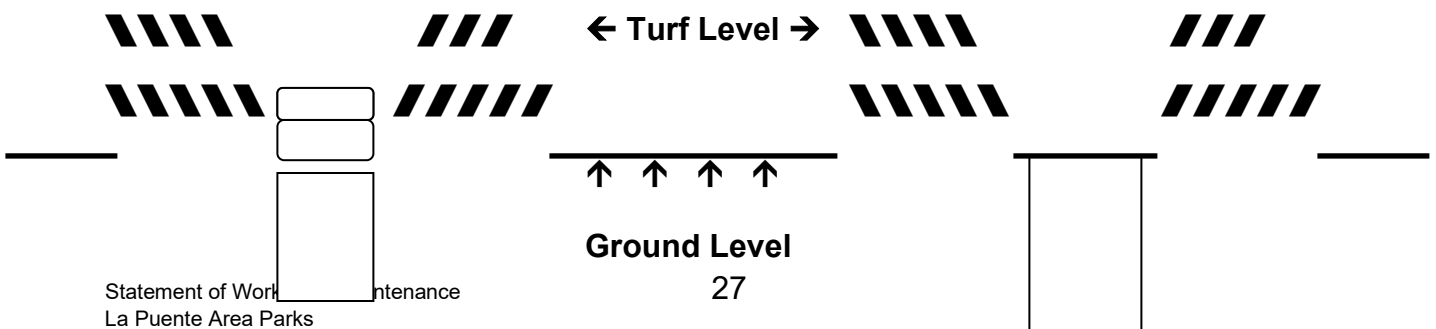
### 41.3 Scheduling of Maintenance Operations

Ballfield shall be prepared daily in compliance with the schedule of recreation use as set forth by the Director or designee. Said schedule shall be prepared by the appropriate recreation staff and forwarded by the monitor to the Contractor.

- 41.4 In the event that the Contractor elects to use power equipment to complete such operations, the Contractor shall be subject to local ordinances regarding noise levels. The Contractor shall not use any power equipment prior to 7:00 a.m. Further, any schedule of such operations may be modified by Director or designee in order to insure that the public is not unduly impacted by the noise created by such equipment.

### 41.5 Detailing Sports Field Areas

Sports fields shall be mechanically detailed with a weed eater or similar device on a weekly basis. The grass shall be trimmed even with the top of the sprinkler head or valve box so that the soil is not "dished" around the heads or boxes and no hazard is created or allowed to exist. Detailing should be done according to the following illustrations:



## STATEMENT OF WORK PARK MAINTENANCE SERVICES



### Irrigation Head

### Valve Box

#### 41.6 Horseshoe Pit Maintenance

Horseshoe Pits shall have their pegs properly oriented and placed. Eroded pit materials shall be returned to the pit and graded so that water applied to its surface will run away from the pit. Ball diamond "mound mix", only, will be used as a pit material.

#### 41.7 Equestrian Arena Maintenance Operations

##### 41.7.1 Daily Operations

- a. All areas shall be maintained at a level that ensures a safe condition. Equestrian Arena includes all wood and metal fencing, surrounding turf, trees, shrubs, groundcover, irrigation system, horse-drinking trough, entrance arena, and all surface areas of dressage, exercise, groom, and congregation of horses. Inspections shall be made daily prior to 7:00 AM, and the Director or designee shall be informed immediately thereafter of any hazardous conditions thereat, or any supplemental needs thereof. Unless otherwise specified, all contract specifications of this contract which govern the contractor's completion of required obligations shall apply to Equestrian Arena maintenance.
- b. All horse feces shall be scooped-up, placed into a double-plastic bag, tied closed, and disposed of with normal trash dumpster waste. This shall be accomplished prior to 8:00 AM and again before 1:30 PM.
- c. Fifty-five (55) gallon trash cans shall be emptied and placed outside of all perimeter fence areas of the Equestrian Arena.
- d. Fill the horse-water trough 1/3 of the way from the bottom of trough.
- e. Lightly water all surface areas of the dressage, exercise, groom, and congregation of horses, and then drag and level with a steel drag mat acceptable to the Director or designee. A light utility vehicle must be used, acceptable to the Director or designee, such as a John Deere Gator, shall be used to drag the surfaces.
- f. After smoothing the surface with the drag mat, small pebbles and other debris shall then be removed.
- g. Special attention shall be given to the metal fence railing that surrounds the large interior oval ring. The build-up of sand at the base and under said railing is to be leveled with the use of an aluminum landscape rake.
- h. It is important to note that once the leveling process described in subsections (e), (f), and (g) above is completed, the interior and

## STATEMENT OF WORK PARK MAINTENANCE SERVICES

exterior of the fence and arena areas should be at the same flat surface level.

- i. Low spots or locations of surface indentation shall be leveled using hand tools, such as shovels, aluminum landscape rakes, steel-bow rakes, etc.
- j. The Contractor shall make every effort to keep all areas in the Equestrian Arena in a level condition.
- k. No pesticide use is permissible within the areas designated for dressage, exercise, and congregation of horses.

### 41.7.2 Weekly Operations

- a. The Contractor shall mechanically remove all weeds in all surface areas of dressage, exercise, groom and congregation of horses.
- b. The Contractor shall clean the horse water trough and remove all leaves, debris, and any other foreign matter. Cleaning solvents or cleansers are not permissible.
- c. The Contractor shall check and inspect all irrigation components to ensure proper coverage and operability.
- d. The Contractor shall monitor the irrigation-watering schedule as follows, unless otherwise instructed by the Director or designee:
  - Watering shall be seven (7) days per week
  - Twice per day: first watering 6:00 AM, second watering 1:00 PM.
  - Cycle run time: four (4) minutes per station.

### 42.0 GROUP III SITE INSPECTION/REPORTING - Sports Field Maintenance

- 42.1 Prior to proceeding with sports field maintenance operations, the site is to be inspected by a knowledgeable and responsible employee of Los Angeles County, who will determine the practicality of initiating the operation.
- 42.2 If an operation cannot be thoroughly completed within the designated time frame, an employee of Los Angeles County shall be immediately notified through the Contractor's communication network.

### 43.0 GROUP III MANAGEMENT/SUPERVISION - Sports Field Maintenance

- 43.1 The Contractor has the responsibility of providing fully trained and qualified personnel as well as appropriate materials, supplies, and equipment.
- 43.2 This staff's activity is to be closely monitored to detect operational irregularities and non-compliance with contractual requirements. It is the Contractor's executive, management, and supervisory staff's responsibility to see that the organization daily oversees the activities of its staff,

## STATEMENT OF WORK PARK MAINTENANCE SERVICES

throughout the range of its activities, and does not delay, ignore, or otherwise limit contractual obligations to a task, site, or operational request from the Director or designee.

- 43.3 The Contractor's crew leader and operational staff, as well as their supervisory and management staff, shall be fully versed in the operational mandates and timelines. An outline of the task requirements, schedule, and timelines for each facility shall be kept with each operating crew.
- 43.4 The Contractor's executive, management, or supervisory staff shall provide on-going follow up behind operations to insure compliance. Neither the County's deficiency notifications, imposed deductions, nor inspections shall be utilized as substitutions for on-going direction and management of the Contractor's staff.

### GROUP IV– Interior Building Maintenance

#### 44.0 INTERIOR BUILDING MAINTENANCE

- 44.1 Pickup debris, trash, and remove cobwebs and other foreign materials from doors, walls, ceilings, partitions, vents, etc.
- 44.2 Dust counter tops and other horizontal surfaces.
- 44.3 Remove, empty, clean and disinfect all trash receptacles.
- 44.4 Stack chairs on tables and clear floor area.
- 44.5 Inspect and replace burnt out lights and tubes.
- 44.6 Remove all graffiti using graffiti removal materials, scrubbing techniques or paint when applicable.
- 44.7 Clean doors, door frames, light switch, kick and push plates and handles.
- 44.8 Clean and disinfect top and sides of drinking fountains and scrub and dry fixtures.
- 44.9 Sweep and dust mop floors taking care to clean corners and around obstacles.
- 44.10 Spot mop around entryways and all stains and spills.
- 44.11 Replace chairs, tables and containers, etc.
- 44.12 Deodorize room.
- 44.13 Immediately notify the Director or designee of any irregularities or hazards.
- 44.14 All areas shall be left clean and free of streaks, stains, film, debris, water spots and odors.
- 44.15 Thoroughly vacuum carpeted floors, taking care to clean corners and around obstacles.
- 44.16 Clean and disinfect all furniture including desks, chairs and tables.
- 44.17 Dust all exposed cabinets, bookcases, shelves and legs.
- 44.18 Empty, clean and sanitize all kitchen trash containers.

## STATEMENT OF WORK PARK MAINTENANCE SERVICES

- 44.19 Thoroughly mop and disinfect kitchen floors, taking care to clean corners and around other obstacles.
- 44.20 Inspect and refill all Kitchen Dispensers.
- 44.21 Wash and sanitize all kitchen walls, splashboards, cupboard doors and dispensers.
- 44.22 Clean and sanitize stoves, ovens, refrigerators, other appliances and food preparation surfaces. Note that special care is to be taken in the selection of products used in the food preparation areas.
- 44.23 Sweep and dust wood floors with commercial sweeping material daily.
- 44.24 Spot clean and remove foreign materials from the wood floors daily as necessary. Damp mop to remove spills and soiled spots only.
- 44.25 Buff the wood floors with a No. 2 steel wool pad or equivalent.
- 44.26 Dust and disinfest all telephones.
- 44.27 The Contractor shall provide appropriate hardwood floor products necessary to maintaining sealed-wood floors and submit to the Director or designee a copy of the floor care program contractor proposes to follow.
- 44.28 Twice a week or more frequently if warranted, due to excessive use of floors. Turkish towels will be immersed completely in an amount of Hil-Shine product, making sure to follow the label recommended rates and applications, then wrung out thoroughly to allow dampness but not excessive solution on floors. Towels should be rinsed frequently to ensure a clean and thorough job. After each use, towels will be wrung out and hung up to dry. A thirty-inch stiff bristle push broom or proper broom handle and frame should be used to drape the turkish towels over to utilize widest possible coverage of the floor. Both sides of the towels should be used during mopping procedures. If possible, building should remain closed for approximately an hour to allow complete drying of floor.

### 45.0 PERIODIC INTERIOR BUILDING MAINTENANCE

#### Weekly

- 45.1 Dust and disinfect all telephones.
- 45.2 Machine buff resilient floors.

#### Monthly

- 45.3 Wash all windows and glass doors.
- 45.4 Strip, clean, refinish and machine polish (Director or designee shall approve the type of non-skid wax) resilient floors.
- 45.5 Dust venetian blinds.

### 46.0 GYMNASIUM FLOOR MAINTENANCE

## STATEMENT OF WORK PARK MAINTENANCE SERVICES

- 46.1 The Contractor shall maintain the gymnasium floor by performing the following operations. All phases of these procedures will be followed to ensure the complete cleaning and removal of fine debris from the floors.
- 46.1.1 Where applicable, walk-off mats will be removed to outside where they will be swept with a corn broom to remove as much dirt and abrasive particles as possible. This must be done to enhance the mats protective potential.
  - 46.1.2 The entire floor will be swept, including under bleachers, with soft bristle tampico brooms. Remove all trash and debris that is collected. Any spots of gum must be removed with a plastic putty knife. Any spills of soda will be spot damp mopped as well as around drinking fountains and bleacher areas. Use a small amount of Hil-Shine in a mop bucket. Scuff marks may be removed with damp fine steel wool by scrubbing lightly.
  - 46.1.3 A previously prepared (treated) dust mop will be used each day following the brooming of the floor. Following the dust mopping of the floor, the dust mop will be prepared (shaken out and treated with a product appropriate to sealed-wood gym floors) for use the following morning.
  - 46.1.4 A complete damp mopping will be done twice a week or more frequently if warranted due to excessive use of gym.
  - 46.1.5 Turkish towels will be immersed completely in mopping solution then wrung out thoroughly to allow dampness but not excessive solution on floors. Towels should be rinsed frequently to ensure a clean and thorough job. After each use, towels will be wrung out and hung up to dry. A thirty-inch stiff bristle push broom or proper broom handle and frame should be used to drape the turkish towels over to utilize widest possible coverage of the floor. Both sides of the towels should be used during mopping procedures. If possible, gym should remain closed for approximately an hour to allow complete drying of floor.
- 46.2 Alternate patterns will be used in mopping to ensure even coverage. Patterns should always allow persons to mop away from rear of gym toward an exit.
- 46.3 Walk-off mats will be replaced when floor is dry and before activity is allowed to resume.
- 46.4 The Contractor shall provide appropriate gym floor products necessary to maintaining sealed-wood gymnasium floor and submit to the Director or designee a copy of the floor care program contractor proposes to follow.

### 47.0 SECURITY LIGHTS

## **STATEMENT OF WORK PARK MAINTENANCE SERVICES**

Check security lights around building and comfort stations to see that they are functioning. Replace light bulbs as needed.

### **48.0 HOSE OFF BUILDING EXTERIOR/ADJACENT PLANTS**

Hose off exterior of building and adjacent plant material to remove accumulated dust and grime and accumulated foreign materials.

### **49.0 STORAGE AND MAINTENANCE ROOMS**

49.1 Dust, clean and sweep all storage and maintenance rooms.

49.2 Storage and maintenance rooms utilized by the Contractor for storing the Contractor's equipment and supplies shall be arranged in an organized and neat manner.

49.3 Clean storage, maintenance and mechanical rooms located in restrooms.

### **50.0 RESTROOM MAINTENANCE – Daily Operation**

50.1 All restrooms shall be cleaned thoroughly once per day in accordance with the following tasks: all tasks shall be completed, and restrooms opened for public use prior to 8 a.m. unless otherwise specifically authorized by the Director or designee. Restrooms shall be thoroughly cleaned a second time daily: after 1 pm, but prior to 2:30 pm, in accordance with the following tasks.

50.2 Pick up debris and trash, then sweep floor. Removed materials are not to be swept outside of the restroom.

50.3 Empty trash and napkin receptacles, replace liners as needed.

50.4 Check and refill all dispensers as needed.

50.5 Replace burnt out light bulbs or tubes, inside of restroom.

50.6 Remove all graffiti using graffiti removal materials or other scrubbing techniques.

50.7 Remove spitballs, cobwebs, and other foreign materials from doors, walls, ceiling, partitions, vents, etc.

50.8 Do high and low dusting of ledges, tops of partitions, etc. using a dampened cloth or other device.

50.9 Disinfect the inside of urinals and toilets.

50.10 Disinfect the top and bottom of toilet seats, fixtures, and surfaces of and surrounding each fixture.

50.11 Disinfect stall walls and other areas where hands are normally placed. Clean doors and door frames.

50.12 Disinfect around urinals, under sinks, around floor drains, and other areas where bacteria might breed.

50.13 Disinfect sinks, dispensers, receptacles, trash containers, and walls around such areas.

50.14 Clean mirrors.



## STATEMENT OF WORK PARK MAINTENANCE SERVICES

- 50.15 Scrub sinks and wipe dry. Use a small scrub brush to clean corners, cracks, and narrow areas.
- 50.16 Scrub inside surfaces of toilets and urinals. Be sure to scrub upper lip. Do not flush.
- 50.17 Scrub outside of toilets, urinals, and rear wall.
- 50.18 Wipe toilet seats, toilet bowls, urinals, and fixtures until dry.
- 50.19 Spot clean walls and scrub handprints, etc. from walls and partitions and wipe dry.
- 50.20 Disinfect and mop floors, making sure that corners, drains, areas around toilets, and feet of partitions are thoroughly cleaned and there is no accumulation of dirt or other matter. Leave the floor as dry as possible.
- 50.21 Wipe off cove base and remove mop strands caught around posts, etc.
- 50.22 Replace receptacles and trash containers following their cleaning.
- 50.23 Deodorize the restrooms.
- 50.24 Immediately notify Director or designee of any irregularities or hazards.
- 50.25 If running water, broken fixtures, or plugged sewer lines cannot be normalized or isolated, the restroom is to be locked and the Director or designee immediately notified.
- 50.26 Remove graffiti from the outside of the restroom building and wash off any other dirt clods, mud, or foreign materials.
- 50.27 Clean top and sides of drinking fountains outside of restrooms and clear drains.
- 50.28 Disinfect drinking fountains, scrub the fixture, and dry it.
- 50.29 All areas are to be left clean and free of streaks, stains, film, debris, water spots, and odors. All fixtures shall be clean, including piping.
- 50.30 Make sure that supplies are in their appropriate dispensers and in adequate amounts to meet the demand.
- 50.31 All leaking fixtures; clogged drains; stopped up or damaged basins, toilets, or urinals; and damaged or inoperable lighting fixtures that cannot be repaired by the following shall be reported to the Director or designee: (a) tightened to stop leaks; (b) unclogged by using a "plumber's helper" and short snake.

### **51.0 RESTROOM MAINTENANCE - Weekly Operation**

The following tasks shall be completed the day prior to the scheduled inspection date.

- 51.1 Perform the following tasks prior to commencing the daily task identified in paragraph 50.9:
  - a. By using a plumber's help (plunger), lower water levels in toilet bowls below water line and use a bowl cleaner to descale and dissolve water

## STATEMENT OF WORK PARK MAINTENANCE SERVICES

rings on the bowls and under the flushing rims. Allow the bowl cleaner to soak for 20 to 30 minutes. Do not flush.

- b. Using a bowl cleaner, descale and dissolve water rings on urinal surfaces and under the flushing rim allowing the bowl cleaner to soak for 20 to 30 minutes. Do not flush.
  - c. Following the soaking period, scrub the bowls and urinals to remove deposits and stains and then flush the toilet bowls and urinals.
- 51.2 Perform the following task prior to commencing the daily task identified in paragraph 50.14:
- Wash all windows.
- 51.3 Perform the following task prior to commencing the daily task identified in paragraph 50.15:
- Scrub underneath sink and disinfect.
- 51.4 Perform the following task prior to commencing the daily task identified in paragraph 50.19:
- Disinfect and completely wipe dry all partitions, doors, door frames, metal plates, handles and hinges.
- 51.5 Perform the following task prior to commencing the daily task identified in paragraph 50.20:
- Scrub and clean all base molding and "hard to get at" areas.
- 51.6 Use only materials that are not caustic or damaging to the fixtures being cleaned.
- 51.7 Clean light fixture covers.

### **52.0 RESTROOM MAINTENANCE – Monthly Operation**

The following tasks shall be completed on a monthly basis prior to the scheduled daily and/or weekly operational tasks:

- 52.1 Scrub/clean walls and partitions from floor to ceiling and wipe dry.
- 52.2 Immediately notify Director or designee of any irregularities or hazards.

### **53.0 GROUP IV SITE INSPECTION/REPORTING - Interior Building Maintenance**

- 53.1 Prior to proceeding with any Group IV task, the site is to be inspected by a knowledgeable and responsible employee of Los Angeles County, who will determine the practicality of initiating the operation.
- 53.2 If an operation cannot be thoroughly completed within the designated time frame, an employee of Los Angeles County shall be immediately notified through the Contractor's communication network.

### **54.0 GROUP IV-MANAGEMENT/SUPERVISION - Interior Building Maintenance**

## **STATEMENT OF WORK PARK MAINTENANCE SERVICES**

- 54.1 The Contractor has the responsibility of providing fully trained and qualified personnel as well as appropriate materials, supplies and equipment.
- 54.2 This staff's activity is to be closely monitored to detect operational irregularities and non-compliance with contractual requirements. It is the Contractor's executive, management, and supervisory staff's responsibility to see that the organization daily oversees the activities of its staff, throughout the range of its activities, and does not delay, ignore, or otherwise limit contractual obligations to a task, site, or operational request from the Director or designee.
- 54.3 The Contractor's crew leader and operational staff, as well as their supervisory and management staff, shall be fully versed in the operational mandates and timelines. An outline of the task requirements, schedule, and timelines for each facility shall be kept with each operating crew.
- 54.4 The Contractor's executive, management, or supervisory staff shall provide on-going follow up behind operations to insure compliance. Neither the County's deficiency notifications, imposed deductions, nor inspections shall be utilized as substitutions for on-going direction and management of the Contractor's staff.

### **GROUP V- Chemical Application**

#### **55.0 CHEMICAL EDGING/DETAILING**

- 55.1 Chemical application may be used in and around areas such as planters, areas adjacent to buildings, trees, fence lines, sprinkler heads, etc. Prior to application of chemicals, all areas shall be trimmed to proper mowing height. Chemicals shall be applied in a manner to minimize drift. Precautionary measures shall be employed since all areas will be open for public access during application.
- 55.2 Water shall not be applied to treated areas for forty-eight (48) hours after each application.
- 55.3 Where trees and shrubs occur in turf areas, all grass growth shall be limited to at least eighteen (18) inches from the trunks of trees and away from the dripline of shrubs by use of approved chemicals.
- 55.4 Linear chemical edging of turf boundaries may be performed in a manner that ensures a defined turf edge and limits its encroachment into beds or across boundaries where it is impractical to edge mechanically. A six (6) inch barrier width shall be considered normal.
- 55.5 Detailing of sprinkler heads (to provide maximum water coverage), valve boxes, meter boxes, and similar obstacles in turf areas may be performed in a manner that ensures operability, ease of location and/or a clean appearance. A six (6) inch barrier width shall be considered normal.
- 55.6 Weeds treated with a contact weed chemical shall be left in place for a minimum of seven (7) days. If kill is not complete, additional application(s)

## **STATEMENT OF WORK PARK MAINTENANCE SERVICES**

shall be made, at no additional cost to the County, until target species are eliminated.

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

55.8 Immediately after complete kill, all dead weeds shall be removed from the area.

### **56.0 BROADLEAF CONTROL**

56.1 The product to be used for broadleaf control is Trimec, Turf Ester Herbicide, by Gordon's. This product must be used with precaution and the manufacturer's label must be strictly adhered to.

56.2 For optimum results, the application for broadleaf control or eradication shall be accomplished in early spring, subject to weather conditions and as scheduled by the Director or designee.

- In the event that weather conditions delay application of chemicals for broadleaf control, this task may be eliminated, and billing adjusted accordingly.

56.3 Contractor shall identify methods of broadleaf weed abatement and removal that Contractor uses or anticipates using.

### **57.0 ALGAE AND AQUATIC PLANT GROWTH CONTROL**

57.1 Lakes and streams shall be maintained free of algae, and noxious aquatic weeds.

57.2 Chemicals used in control of algae, and noxious aquatic weeds shall be approved for use by the Agricultural Commissioner's Office. Chemicals containing Glyphosate are prohibited from use in County facilities.

57.3 Cutrine Plus shall be used for control of algae and for noxious aquatic weeds in lakes. Where fish are stocked, usage must be in percentages that are not harmful to the stocked fish species.

57.4 Adjacent walkways and patio areas shall be maintained free of algae.

57.5 Filters to the lake aerification system shall be cleaned to remove all algae and debris.

### **58.0 GROUP V SITE INSPECTION AND REPORTING - Chemical Application**

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

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

## **STATEMENT OF WORK PARK MAINTENANCE SERVICES**

### **59.0 GROUP V-MANAGEMENT/SUPERVISION - Chemical Application**

- 59.1 The Contractor has the responsibility of providing fully trained and qualified personnel as well as appropriate materials, supplies, and equipment.
- 59.2 This staff's activity is to be closely monitored to detect operational irregularities and non-compliance with contractual requirements. It is the Contractor's executive, management, and supervisory staff's responsibility to see that the organization daily oversees the activities of its staff, throughout the range of its activities, and does not delay, ignore, or otherwise limit contractual obligations to a task, site, or operational request from the Director or designee.
- 59.3 The Contractor's crew leader and operational staff, as well as their supervisory and management staff, shall be fully versed in the operational mandates and timelines. An outline of the task requirements, schedule, and timelines for each facility shall be kept with each operating crew.
- 59.4 The Contractor's executive, management, or supervisory staff shall provide on-going follow up behind operations to insure compliance. Neither the County's deficiency notifications, imposed deductions, nor inspections shall be utilized as substitutions for on-going direction and management of the Contractor's staff.

### **GROUP VI – Watering and Irrigation System Management**

#### **60.0 WATERING AND IRRIGATION SYSTEM MANAGEMENT**

- 60.1 Since water requirements by plants vary according to the season and a particular year, extremely close attention shall be paid to the demands of the plants as influenced by their exposure to sun, wind, shade, and location in the individual planters. The variation in the size of plants installed as well as the varieties shall be taken into consideration. All landscaped and turf areas shall be irrigated as required to maintain adequate growth and appearance with a schedule most conducive to plant growth. The delivery of adequate moisture to the landscaped areas shall include, but not be limited to: hand watering, operation of manual valves, proper utilization of automatic controllers, and the bleeding of valves.
- 60.2 To provide adequate soil moisture, consideration must be given to the soil conditions, humidity, minimizing runoff and the relationship of conditions that affect day and night watering. This may include daytime watering during freezing weather to prevent icy conditions and manual operation of the irrigation system and/or hand watering with portable sprinklers during periods of windy or inclement weather. A soil probe shall be used to a depth of twelve (12) inches to determine the water penetration by random testing of the root zones.

## STATEMENT OF WORK PARK MAINTENANCE SERVICES

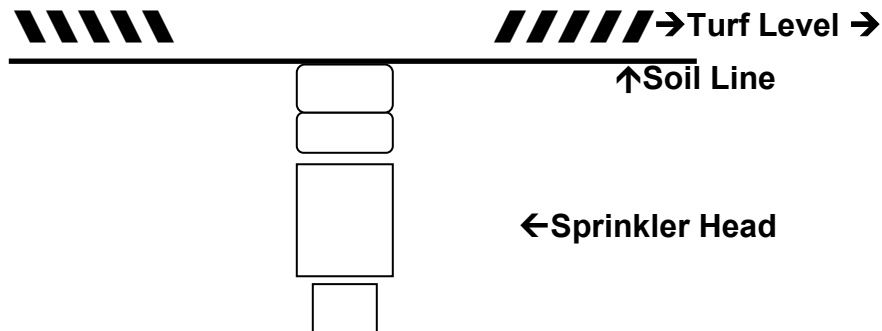
- 60.3 Watering shall be regulated to avoid interference with any use of the facility's roadways, paving, walks, or areas as designated for scheduled special events.
- 60.4 In the areas where wind creates problems of spraying water onto private property or road right-of-ways, the controllers shall be set to operate during the period of lowest wind velocity which would normally occur at night or early morning hours.
- 60.5 Irrigation system will be controlled in such a way as not to cause any excessively wet or "waterlogged" areas which could interfere with the ability to mow all turf. "In lawn" trees and other planting shall be protected from over watering and run-off drowning.
- 60.6 New turf (up through the sixth mowing) shall be watered immediately after mowing. Well-established turf shall not be watered for at least four (4) hours after mowing.
- 60.7 All groundcover areas shall be watered as needed to maintain a healthy condition, with appropriate care being taken not to over water in shady areas.
- 60.8 The Contractor shall be responsible for the operation of the automatic controllers, valves, and sprinkler heads in managing the overall irrigation water delivery system of the area. All irrigation systems shall be regularly inspected and tested in accordance with the specifications and frequencies specified herein.
- 60.9 The Contractor shall insure that all personnel working on the irrigation system are fully trained in all phases of landscape irrigation systems and can easily identify and isolate problems and perform the proper testing and inspection of the irrigation system and the maintenance of the sprinkler heads. This knowledge of landscape irrigation systems shall include, but not be limited to, the operation, maintenance, adjustment and repair of said systems and their components.
- 60.10 The Contractor is responsible for maintenance of the irrigation system by performing the following tasks:
- a. Monitor and Maintain bubbler/drip systems.
  - b. Monitoring all irrigation controllers.
  - c. Inspecting and reporting of irrigation system status.
  - d. Adjusting and cleaning of sprinkler heads (may require the removal of the sprinkler head for this function).
  - e. Repair or replacement of sprinkler heads having a ½" to 1" inlet with Rain Bird or equal or approved by Director or designee.
  - f. Locate and inform the Director or designee of malfunctioning and/or inoperable sprinkler heads having a 1" or larger inlet. Remove such

## STATEMENT OF WORK PARK MAINTENANCE SERVICES

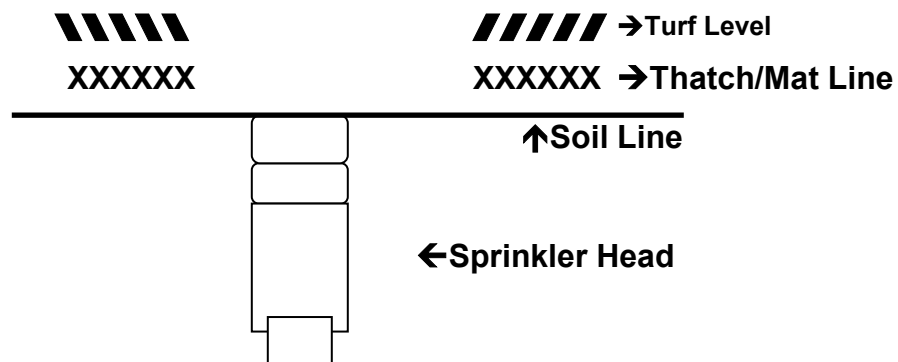
heads and replace same with heads as provided by, and instructed by, the Director or designee.

- g. Providing all nipples, caps, plugs, elbows, couplings, etc.
- h. Providing replacements of all risers and swing joints due to normal wear.
- i. Flushing irrigation pipelines following repairs and replacements.
- j. Replacement of valve box covers due to normal wear.
- k. The Contractor shall confer with the Director or designee regarding the need for replacement or relocation of inoperable sprinkler heads. The County may require the Contractor, at no additional cost, to exchange inoperable with operable sprinkler head(s) to priority areas within the facility, as identified by the Director or designee.
- l. Following the repair or exchange of sprinkler heads in turf areas, the sprinkler heads shall be returned to grade per the following illustrations:

1. Standard sprinkler head installation without consideration for the thatch and mat accumulation. . . .



2. Standard sprinkler head installation with consideration for the thatch and mat accumulation. . . .



## **STATEMENT OF WORK PARK MAINTENANCE SERVICES**

- m. Providing 1" x 1¼" inch angle iron, 30 inches in length for supporting risers on slopes and in beds.
- n. Providing ½" worn drive clamps for securing risers to stake.
- 60.11 The County is responsible for providing to the Contractor sprinkler heads with a 1-inch inlet or greater.
- 60.12 The County is responsible for the following components of the irrigation system: quick couplers, remote control valves, gate valves, automatic controller repairs, and backflow devices. The Contractor shall notify the Director or designee, of any damaged or inoperable major irrigation components, indicating the problem, location, size and type of irrigation equipment.
- 60.13 Replacement by the Contractor of all irrigation components provided by County to the Contractor shall be completed within twenty-four (24) hours upon receiving the component from the County.
- 60.14 Complete piping replacement of the irrigation system is not required by the Contractor. The County is responsible for the repair or replacement of leaking main and lateral irrigation lines.
- 60.15 Replacement of irrigation components that are identified as the Contractor's responsibility shall be completed within one (1) watering cycle of determining damaged or inoperable irrigation component.
- 60.16 Replacements for the irrigation system shall be with originally specified equipment of the same size and quality or substitutes approved by the Director or designee prior to any installation thereof.

### **61.0 IRRIGATION SYSTEM OPERABILITY AND TESTING**

- 61.1 In order to insure the operability of the irrigation system, the Contractor shall cycle controller(s) through each station manually and automatically to check the function of all facets of the irrigation system and report any damage or incorrect operation to the Director or designee.
- 61.2 During the testing the Contractor shall:
  - a. Adjust all sprinkler heads for correct coverage, to prevent excessive runoff and/or erosion and to prevent the spread of water onto roadways, sidewalks, hard surface areas and private property.
  - b. Unplug clogged heads and flush lines to free lines of rocks, mud and debris.
  - c. Record and report all system malfunctions, damage and obstructions to the Director or designee and take corrective action.



## STATEMENT OF WORK PARK MAINTENANCE SERVICES

- d. Replace or repair inoperable irrigation equipment identified as Contractor's responsibility.
- e. Check valve boxes for safety and security purposes.
- 61.3 In addition to regular testing, all irrigation systems shall be tested and inspected as necessary when damage is suspected, observed or reported.
- 61.4 Repair/replace malfunctioning sprinkler heads within one (1) watering cycle.
- 61.5 Correct malfunctioning irrigation systems and equipment that are identified as the Contractor's responsibility within two (2) hours of identification or following verbal notification.
- 61.6 Control the irrigation system during inclement weather conditions and limit the use of water concurrent with the weather situation to the satisfaction of the Director or designee.
- 61.7 Irrigate to maintain adequate growth and appearance as needed by hand watering, operation of manual valves, proper utilization and scheduling of controllers to comply with watering requirements of the premises and the bleeding of valves.
- 61.8 Flush irrigation pipeline after repair or replacement of irrigation components.
- 61.9 If an automatic irrigation system, or a portion of a system malfunctions, the contractor, when authorized by the Director or designee, is responsible for the manual manipulation of that system for a period of thirty days from the date of the authorization. If the system requires manual manipulation for a greater period, the Director, or Designee, may opt to pay the contractor supplementally to continue the manual manipulation, or may decide to terminate the supplemental irrigation.

### **62.0 GROUP VI SITE INSPECTION/REPORTING - Watering and Irrigation System Management**

- 62.1 Each facility shall be checked on each day that a facility normally receives service, for irrigation system malfunction and hazards created by the system. A comprehensive monthly system operability check shall identify malfunctions and needs for repair. It shall also cause repairs to be initiated. This shall be done by a knowledgeable and responsible employee of the Contractor.
- 62.2 The reporting of malfunctions, hazards, and emergencies shall be done in accordance with instructions received from an employee of Los Angeles County.
- 62.3 If an operation cannot be thoroughly completed within the designated time frame, an employee of Los Angeles County shall be immediately notified through the Contractor's communication network.

## STATEMENT OF WORK PARK MAINTENANCE SERVICES

62.4 Every crew or supervisor arriving upon a site has the responsibility of reporting malfunctions or emergencies and to mitigate hazards.

### **63.0 GROUP VI MANAGEMENT/SUPERVISION - Watering and Irrigation System Management**

63.1 Contractor has the responsibility of providing fully trained and qualified personnel as well as appropriate materials, supplies, and equipment.

63.2 This staff's activity is to be closely monitored to detect operational irregularities and non-compliance with contractual requirements. It is the Contractor's executive, management, and supervisory staff's responsibility to see that the organization daily oversees the activities of its staff, throughout the range of its activities, and does not delay, ignore, or otherwise limit contractual obligations to a task, site, or operational request from the Director or Designee.

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

63.4 Contractor executive, management, or supervisory staff shall provide on-going follow up behind operations to insure compliance. Neither County's deficiency notifications, imposed deductions, nor inspections shall be utilized as substitutions for on-going direction and management of Contractor's staff.

### **III. SEASONAL SPECIALTY TASKS**

The following Seasonal Specialty Tasks are to be performed at the request of the Director, or designee, for which the Contractor will be compensated per the identified cost in accordance with Section 4.0, Additional Work, of the Statement of Work.

#### **64.0 SHRUB AND TREE CARE/PRUNING**

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

- a. All trees shall be trimmed, shaped and thinned.
- b. All dead and damaged branches and limbs shall be removed at the point of breaking.
- c. All trees shall be trimmed to prevent encroachment on private property.

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

## STATEMENT OF WORK PARK MAINTENANCE SERVICES

### 64.3 Pruning Procedures

- a. Rapid healing of pruning wounds is dependent upon where the cut is made when removing limbs. Never Leave Short Stubs. Some trees produce a corky ring of growth where a limb originates. The pruning cut should be made toward the outside portion of this "collar". If a tree does not produce this characteristic collar, then make the cut flush to the limb where it is growing.
- b. All limbs 1½" or greater in diameter shall be undercut to prevent splitting.
- c. All limbs shall be lowered to the ground using a method which prevents damage to the remaining limbs.
- d. All cuts exceeding ½" shall be treated with an appropriate tree heal compound.
- e. All equipment utilized shall be clean, sharp and expressly designed for tree pruning.
- f. Climbing spurs shall not be used.

### 64.4 Pruning Criteria

- a. The initial step of pruning shall be the removal of all deadwood, weak, diseased, insect infested and damaged limbs.
- b. All trees shall be pruned for vertical and horizontal clearance. Such clearances are: seven feet (7') for pedestrian areas and walkways; fourteen feet (14') for vehicular roadways.
- c. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline. Limbs should extend alternately from the trunk on 12" or 24" spacing.
- d. All trees shall be thinned of smaller limbs to distribute the foliage evenly.
- e. All trees shall be trimmed and shaped to provide a symmetrical appearance typical of the species.
- f. All suckers and sprouts shall be cut flush with the trunk or limb.
- g. No stubs will be permitted.

64.5 All structural weaknesses such as split crotch or limbs, diseased or decayed limbs, or severe damage shall be reported to the Director or designee.

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

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

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

## STATEMENT OF WORK PARK MAINTENANCE SERVICES

### 65.0 CULTIVATING

Cultivate beds and planter areas to ensure a neat appearance using appropriate equipment designed to loosen the soil to a depth of three (3) inches. Care shall be taken so as not to disturb plant materials, or their roots in accomplishing this operation.

### 66.0 RENOVATION/ VERTICAL MOWING

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

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

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

#### 66.4 Vertical Mowing-Turf

Vertical mow to remove thatch in turf areas, to encourage healthy growth and to maintain acceptable appearance.

#### 66.5 Renovation-Turf

a. Renovate or blade to the soil line, level and remove all excessive thatch in turf area. Sprinkler heads are to remain one inch below the final grade.

b. After thatch is removed and upon completion of turf renovation all turf areas shall be seeded, mulched, fertilized and watered.

c. Areas to be overseeded will be seeded utilizing blends or mixtures at the rate application recommended by the Director or designee.

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

### 67.0 TURF RESEEDING/RESTORATION OF BARE AREAS

67.1 Overseed all damaged, vandalized or bare areas to reestablish turf to an acceptable quality.

67.2 Areas to be overseeded will be seeded utilizing blends or mixtures at the rate of application identified by the Director or Designee.

### 68.0 DISEASE/INSECT CONTROL

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

68.2 The Director or Designee shall be notified immediately of any disease, insects or unusual conditions that might develop.

68.3 A disease control program to prevent all common diseases from causing serious damage shall be provided on an as needed basis. Disease control

## STATEMENT OF WORK PARK MAINTENANCE SERVICES

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

### 69.0 PLANT MATERIALS

- 69.1 Plant materials shall conform to the requirements of the Landscape Plan of the area and to "Horticultural Standards" of American Association of Nurserymen as to kind, size, age, etc. Plans of record and specifications should be consulted to insure correct identification of species. Plant material larger than those specified may be supplied if complying in all other respects.
- 69.2 Substitutions may be allowed, but only with prior written approval by the Director or designee.
- 69.3 Nomenclature - Plant names used in the landscape plan of the area conform to "Standardized Plant Names" by American Joint Committee on Horticultural Nomenclature. In those cases not covered therein, the custom of the nursery trade shall be followed.
- 69.4 Quality
- a. Plants shall be sound, healthy, vigorous, free from plant disease, insect pest or their eggs, and shall have healthy normal root systems and comply with all state and local regulations governing these matters and shall be free from any noxious weeds.
  - b. All trees shall be measured six (6) inches above the ground surface.
  - c. Where caliper or other dimensions of any plant material are omitted from the Plant List, it shall be understood that these plant materials shall be normal stock for type listed. They must be sturdy enough to stand safely without staking.
  - d. Shape and Form: Plant materials shall be symmetrical, and/or typical for variety and species and conform to measures specified in the Plant List.
  - e. All plant materials must be provided from a licensed nursery and shall be subject to acceptance as to quality by the Director or designee.
- 69.5 Plant Materials Guarantee - All shrubs shall be guaranteed to live and remain in healthy condition for no less than thirty (30) days from the date of acceptance of the job by the Director or designee.

## IV. SPECIFIC REQUIREMENTS

### 70.0 COUNTY-PROVIDED MATERIALS

The County shall supply the Contractor with the following materials for which the Contractor will provide the labor at no additional cost to County:

## STATEMENT OF WORK PARK MAINTENANCE SERVICES

- a. Paint and/or graffiti removal material, when applicable.
- b. Paper products for all restrooms.
- c. Light bulbs and tubes for interior and exterior lighting of park building and restrooms.
- d. Fifty-five (55) gallon trash containers.
- e. Dog waste bags.
- f. Office - Five (5) to seven (7) gallon trash containers.
- g. Dog waste receptacles (11.5 inches diameter X 23 inches height) trash containers.

### 71.0 CONTRACTOR-PROVIDED MATERIALS

The Contractor shall supply the following materials:

- a. Trash can liners/trash bags for the fifty-five (55) gallon trash containers.
- b. Trash can liners/trash bags for the dog waste receptacles - trash containers.
- c. Trash can liners/trash bags for the office – five (5) to seven (7) gallon trash containers.

### 72.0 LOCKS AND KEYS

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

72.2 The Contractor may provide a chain and lock system, at the Contractor's expense, for trash containers located throughout the park for the purposes of securing and limiting the removal or tipping of the containers.

#### 72.3 Key Control

- a. The Contractor shall be responsible for the series of keys assigned to them and will in turn assign these keys to their personnel for use in maintaining these facilities.
- b. The Contractor will be held responsible for the proper use and safe keeping of all keys issued by the County to the Contractor.
- c. The Contractor shall report all lost or stolen keys to the Director or designee within twenty-four (24) hours of discovery of the loss. The Contractor shall reimburse the County for the cost as determined by the Director or designee, of rekeying the facility or duplicating additional keys.
- d. Upon termination, cancellation or expiration of this Contract all keys received by the Contractor shall be returned to the Director or designee.

## STATEMENT OF WORK PARK MAINTENANCE SERVICES

- e. California law stipulates that it is unlawful for a person to duplicate any keys without the permission by the owner. The penalty for violation of this law is either six (6) months imprisonment or a Five Hundred Dollar (\$500) fine or both.

### **73.0 GREEN WASTE DISPOSAL**

- 73.1 As of January 1, 2022, all organic waste including green waste must be diverted from landfills and recycled per Senate Bill 1383.
- 73.2 As of January 1, 2020, the use of green waste as alternative daily cover does not constitute diversion through recycling and will be considered disposal for purposes of measuring a jurisdiction's 50% per capita disposal rate.
- 73.3 For key elements of this law, review CalRecycle's site: [Click Here](#)

### **74.0 PROCUREMENT OF SB 1383-COMPLIANT COMPOST AND MULCH**

- 74.1 Pursuant to Senate Bill (SB) 1383, jurisdictions using compost or mulch are required to procure compost or mulch that was created from municipal organic waste produced in the state of California and produced at a facility in the state of California. Documentation is required to track procurement and validate the source of the compost or mulch. Procurement does not necessarily mean purchase. Chipping and Grinding facilities are not an allowable source of SB 1383 compliant mulch.
- 74.2 For more information on the State requirements for using recycled organic products: [Click Here](#)

## V. SPECIFIC FACILITY REQUIREMENTS

**LA PUENTE AREA PARKS**  
**EXHIBIT A1 – STATEMENT OF WORK**  
**Attachments**

Attachment 1    Technical Exhibits

Attachment 2    Contractor Discrepancy Form

Attachment 3    Performance Requirements Summary (PRS) Chart



**La Puente Area Parks**  
**Statement of Work Technical Exhibits**  
**Park Maintenance Services**

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

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

**Required Chemical Licensing; Facts Sheets can be found  
through the following Links:**

[https://www.cdpr.ca.gov/docs/license/app\\_packets/pcb.pdf](https://www.cdpr.ca.gov/docs/license/app_packets/pcb.pdf)

[https://www.cdpr.ca.gov/docs/license/app\\_packets/adviser.pdf](https://www.cdpr.ca.gov/docs/license/app_packets/adviser.pdf)

[https://www.cdpr.ca.gov/docs/license/app\\_packets/qal.pdf](https://www.cdpr.ca.gov/docs/license/app_packets/qal.pdf)

**Contract Discrepancy Report (Attached)**

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

## CONTRACT DISCREPANCY REPORT

CONTRACTOR RESPONSE DUE BY \_\_\_\_\_ (enter date and time)

<b>Date:</b>		<b>Contractor Response Received:</b>
<b>Contractor:</b>	<b>Contract No.</b>	<b>County's Project Manager:</b>
<b>Contact Person:</b>	<b>Telephone: (    )    -</b>	<b>County's Project Manager Signature:</b>
<b>Email:</b>		<b>Email:</b>

A contract discrepancy(s) is specified below. The Contractor will take corrective action and respond back to the **County personnel** 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	Approved
1					
2					
3					
4					

\*Use additional sheets if necessary

\_\_\_\_\_

*Contractor's Representative Signature*

\_\_\_\_\_

*Date Signed*

<b>Additional Comments:</b>

## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Contract: Paragraph 7.0 - Administration of Contract - Contractor	Contractor must notify the County in writing of any change in name or address to information on Exhibit E, Contractors Administration	Inspection & Observation	\$50 per occurrence
Contract: Sub-paragraph 8.5 – Complaints	Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints in accordance with the provisions of this paragraph, including any subparagraphs.	Inspection & Observation	\$50 per occurrence
Contract: Sub-paragraph 8.26 – Liquidated Damages	If the Director, or their designee, determines that there are deficiencies in the performance of this Contract and are deemed correctable by the Contractor over a certain time, and written notice was given to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said 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	Inspection & Observation	\$100 per day

**Exhibit A1 SOW  
Attachment 3**

<p>Contract: Sub-paragraph 8.28 - Nondiscrimination and Affirmative Action</p>	<p>The parties agree that if the Contractor violates any of the anti-discrimination provisions of the Contract, County shall, 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.</p>	<p>Inspection &amp; Observation</p>	<p>\$500 for each violation</p>
<p>Contract: Sub-paragraph 8.38 - Record Retention &amp; Inspection-Audit Settlement</p>	<p>Contractor to maintain all required documents as specified in Sub-paragraph 8.38</p>	<p>Inspection of files</p>	<p>\$50 per occurrence</p>
<p>Contract: Sub-paragraph 8.40 - Subcontracting</p>	<p>Contractor must obtain County's written approval prior to subcontracting any work.</p>	<p>Inspection &amp; Observation</p>	<p>\$100 per occurrence; possible termination for default of contract</p>
<p>SOW: Sub-paragraph 72.3 – Key Control</p>	<p>Contractor shall report loss/stolen County keys within 24hours. \$100 for each occurrence</p>	<p>Inspection &amp; Observation</p>	<p>\$100 for each occurrence</p>

EXHIBIT B

Appendix B, Exhibit 9b  
PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

La Puente Area Parks

		Annual Frequency	Cost Per Frequency	Annual Costs
FACILITY: Avocado Heights Parks 14105 Don Julian Road, La Puente				
SOW	GROUP I			
17	Mowing			
	a. General Turf Areas *	43	\$600.00	\$25,800.00
	(Once per week, Apr thru Nov; every 2 weeks, Dec thru Mar)			
18	Site Inspection and Reporting			
	a. Per Requirements *	43	\$30.00	\$1,290.00
19	Management/Supervision			
	a. Group I Management/Supervision *	43	\$30.00	\$1,290.00
SOW	GROUP II			
20	Mechanical Edging			
	a. Turf Areas	26	\$80.00	\$2,080.00
	(Once every 2 weeks)			
	b. Ground Cover Areas	6	\$20.00	\$120.00
	(Every other month)			
21	Weed Removal			
	a. Walks, Beds, Planters, Hardscape	52	\$20.00	\$1,040.00
	(Once per week)			
22	Litter Control			
	a. Developed Areas	364	\$3.00	\$1,092.00
	(Daily)			
23	Empty Exterior Trash Containers	364	\$3.00	\$1,092.00
	(Daily)			
24	Trash Bin Contents-Removal From Site	104	\$100.00	\$10,400.00
	(1 bin twice per week)			
25	Raking			
	a. Turf Under Trees *	12	\$20.00	\$240.00
	(Once per month)			
	b. Planter Beds and Planters	52	\$20.00	\$1,040.00
	(Once per week)			
26	Clearance Pruning/Hedge Trimming			
	a. Tree Clearance	12	\$20.00	\$240.00
	(Once per month)			
	b. Shrub Pruning *	12	\$20.00	\$240.00
	(Once per month)			
	c. Hedge Shaping and Trimming *	12	\$40.00	\$480.00
	(Once per month)			
27	Sweeping			
	a. Concrete Surfaces, Walks, Steps, Parking Lot Corners, Tennis & Basketball Courts	364	\$3.00	\$1,092.00
	(Daily)			
	b. Picnic Table Pads *	364	\$3.00	\$1,092.00
	(Daily)			
	c. Picnic Shelters, Patios *	364	\$3.00	\$1,092.00
	(Daily)			
28	Washing			
	a. Picnic Shelters	52	\$15.00	\$780.00
	(Once per week after the Sweeping Task above)			
	b. Picnic Tables Pads	52	\$15.00	\$780.00
	(Once per week after the Sweeping Task above)			
29	Graffiti Control			
	a. Interior	364	\$3.00	\$1,092.00
	(Daily)			
	b. Exterior	364	\$3.00	\$1,092.00

**Appendix B, Exhibit 9b  
PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES**

**La Puente Area Parks**

		Annual Frequency	Cost Per Frequency	Annual Costs
<b>FACILITY:</b>	<b>Avocado Heights Parks</b>			
	14105 Don Julian Road, La Puente			
	(Daily)			
30	Sand and/or Playground Surface Play Area			
	a. Safety Inspect Playground Site & Equipment* (Daily)	364	<u>\$ 3.00</u>	\$ 1,092.00
	b. Maintain Sand/Playground Surface Play Area(s) (Daily)	364	<u>\$ 3.00</u>	\$ 1,092.00
	c. Sweep Walks Around Play Area & Return Sand to Play Area (Daily)	364	<u>\$ 3.00</u>	\$ 1,092.00
	d. Replace Fibar P(Performed once per year as instructed by the Director)	1	<u>\$ 1,971.00</u>	\$ 1,971.00
31	Picnic Areas & Similar Appurtenances			
	a. Daily Operations * (Daily)	364	<u>\$ 3.00</u>	\$ 1,092.00
	b. Weekly Operations (Once per week)	52	<u>\$ 10.00</u>	\$ 520.00
32	Drinking Fountains			
	a. Daily Operations * (Daily)	364	<u>\$ 3.00</u>	\$ 1,092.00
33	Aerification (Twice per year Apr thru Nov, as instructed by the Director)	2	<u>\$ 80.00</u>	\$ 160.00
34	Fertilization (Once per year as instructed by the Director)	1	<u>\$ 1,500.00</u>	\$ 1,500.00
35	Rodent Control			
	a. Per Specification - Section 35.1* (Once per month)	12	<u>\$ 10.00</u>	\$ 120.00
	b. Per Specification - Section 35.2 (Task performed prior to each mowing frequency)	43	<u>\$ 3.00</u>	\$ 129.00
36	Swales and Drains (Weekly)	52	<u>\$ 15.00</u>	\$ 780.00
37	Service Yards and Storage Areas (Once per month)	12	<u>\$ 15.00</u>	\$ 180.00
39	Site Inspection and Reporting			
	a. Per Requirements	364	<u>\$ 3.00</u>	\$ 1,092.00
40	Management/Supervision			
	a. Group II Management/Supervision	364	<u>\$ 3.00</u>	\$ 1,092.00
SOW	<b>GROUP III</b>			
41	Sports Field Maintenance			
	a. Ballfield Preparation for each Diamond Per Recreation Schedule (1x 364) (Daily each field)	364	<u>\$ 3.00</u>	\$ 1,092.00
	b. Periodic Preparations for each Diamond (1 x 12) (Monthly each field)	12	<u>20</u>	\$ 240.
	c. Detailing Sports Field Areas (26 x 1) (every two weeks each field)	26	<u>80</u>	\$ 2,080.
	e. Equestrian Arena Maintenance (Daily)	364	<u>3</u>	\$ 1,092.
	f. Weekly (Once per Week)	52	<u>1</u>	\$ 52
42	Site Inspection and Reporting			
	a. Per Requirements	364	<u>3</u>	\$ 1,092.
43	Management/Supervision			
	a. Group III Management/Supervision	364	<u>3</u>	\$ 1,092.

**Appendix B, Exhibit 9b  
PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES**

**La Puente Area Parks**

		Annual Frequency	Cost Per Frequency	Annual Costs
<b>FACILITY:</b>	Avocado Heights Parks 14105 Don Julian Road, La Puente			
<b>SOW GROUP IV</b>				
44	<b>Building Maintenance</b> Level III - Requires that daily and weekly agreement mandates be performed together once weekly	52	<u>20</u>	\$ <u>1,040</u>
45	<b>Periodic Interior Building Maintenance</b> Monthly (Once per month)	12	<u>20</u>	\$ <u>240</u>
46	<b>Gymnasium Floor Maintenance</b>	N/A		
47	<b>Inspect/Replace Exterior Security Lights</b> (Once per month)	12	<u>15</u>	\$ <u>180</u>
48	<b>Hose Off Exterior of Building and Adjacent Plants</b> (Once per month)	12	<u>15</u>	\$ <u>180</u>
49	<b>Clean Interior and Exterior Storage and Maintenance Rooms</b> (Once per month)	12	<u>15</u>	\$ <u>180</u>
50	<b>Daily Restroom Maintenance</b>			
	a. Comfort Stations * (Daily)	364	<u>3</u>	\$ <u>1,092</u>
	Second cleaning after 1 pm & before 2:30 pm (Daily)	364	<u>3</u>	\$ <u>1,092</u>
51	<b>Weekly Restroom Maintenance</b>			
	a. Comfort Stations * (Once per week)	52	<u>12</u>	\$ <u>624</u>
53	<b>Site Inspection and Reporting</b>			
	a. Per Requirements	364	<u>3</u>	\$ <u>1,092</u>
54	<b>Management/Supervision</b>			
	a. Group IV Management/Supervision	364	<u>3</u>	\$ <u>1,092</u>
<b>SOW GROUP V</b>				
55	<b>Chemical Application</b>			
	a. Turf - detailing general turf areas with systemic herbicides (Once each month)	12	<u>30</u>	\$ <u>360</u>
	b. Beds, Planters, Walkways, Hard Surfaces, Picnic Areas, Undeveloped Areas, Drainage Areas, Play Areas, Patios, Walkways, Curbs, Gutters, Expansion Joints, Roadways, Stream Beds - with systemic herbicides (Once each month)	12	<u>30</u>	\$ <u>360</u>
58	<b>Site Inspection and Reporting</b>			
	a. Per Requirements	12	<u>20</u>	\$ <u>240</u>
59	<b>Management/Supervision</b>			
	a. Group V Management/Supervision	12	<u>20</u>	\$ <u>240</u>
<b>SOW GROUP VI</b>				
60	<b>Irrigation/Watering</b>			
	a. Valve Box Integrity and Visual System Check (Daily)	364	<u>3</u>	\$ <u>1092</u>
	b. Inspect and Make Adjustments (Once per week)	52	<u>10</u>	\$ <u>520</u>

**Appendix B, Exhibit 9b  
PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES**

**La Puente Area Parks**

	Annual Frequency	Cost Per <u>Frequency</u>	Annual <u>Costs</u>
FACILITY: Avocado Heights Parks 14105 Don Julian Road, La Puente			
61 Test System for Operability, Ongoing Repair of System Components and Response to Intermittent Malfunctions <small>(Once per week)</small>	52	<u>10</u>	\$ <u>520</u>
62 Group VI Site Inspection and Reporting	364	<u>3</u>	\$ <u>1092</u>
63 Group VI Management/Supervision	364	<u>3</u>	\$ <u>1092</u>
SOW SEASONAL SPECIALTY TASKS	Annual Frequency		
64 43. Shrub and Tree Care/Pruning	N/A		
65 44. Cultivating <small>Tasks performed daily as indicated on the SOW</small>	N/A		
66 45. Renovation/Vertical Mowing	N/A		
67 46. Turf Reseeding/Restoration of Bare Areas	N/A		
68 47. Disease/Insect Control	N/A		
69 48. Plant Materials a. Replacement <small>Tasks performed as indicated on the SOW</small> b. Slope Bare Areas	N/A  N/A		

**HOURS AND DAYS OF MAINTENANCE SERVICES**

- a. For the months of November through April, 7:00 a.m. to 3:30 p.m.
- b. For the months of May through October, 6:00 a.m. to 2:30 p.m.

FACILITY: Avocado Heights Parks  
14105 Don Julian Road, La Puente

**ANNUAL COSTS**

GROUP I	\$ <u>28,380</u>
GROUP II	\$ <u>38,088</u>
GROUP III	\$ <u>6,740</u>
GROUP IV	\$ <u>6,812</u>
GROUP V	\$ <u>1,200</u>
GROUP VI	\$ <u>4,316</u>

SEASONAL SPECIALTY TASKS N/A

TOTAL ANNUAL COSTS \$ 85,536.



Appendix B, Exhibit 9b

La Puente Area Parks PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

		Annual Frequency	Cost Per Frequency	Annual Costs
<b>FACILITY:</b>	Bassett Park 510 North Vineland Avenue, La Puente			
SOW	<b>GROUP I</b>			
17	Mowing			
	a. General Turf Areas *	43	<u>753</u>	<u>\$ 32,379</u>
	(Once per week, Apr thru Nov; every 2 weeks, Dec thru Mar)			
18	Site Inspection and Reporting			
	a. Per Requirements *	43	<u>2</u>	<u>\$ 86</u>
19	Management/Supervision			
	a. Group I Management/Supervision *	43	<u>2</u>	<u>\$ 86</u>
SOW	<b>GROUP II</b>			
20	Mechanical Edging			
	a. Turf Areas	26	<u>20</u>	<u>\$ 520</u>
	(Once every 2 weeks)			
21	Weed Removal			
	a. Walks, Beds, Planters, Hardscape	52	<u>16</u>	<u>\$ 832</u>
	(Once per week)			
22	Litter Control	364	<u>9</u>	<u>\$ 3,276</u>
	(Daily)			
23	Empty Exterior Trash Containers	364	<u>9</u>	<u>\$ 3,276</u>
	(Daily)			
24	Trash Bin Contents-Removal From Site	104	<u>95</u>	<u>\$ 9,880</u>
	(4 bins twice per week)			
25	Raking			
	a. Turf Under Trees *	12	<u>7</u>	<u>\$ 84</u>
	(Once per month)			
	b. Planter Beds and Planters	52	<u>12</u>	<u>\$ 624</u>
	(Once per week)			
26	Clearance Pruning/Hedge Trimming			
	a. Tree Clearance	12	<u>15</u>	<u>\$ 180</u>
	(Once per month)			
	b. Shrub Pruning *	12	<u>24</u>	<u>\$ 288</u>
	(Once per month)			
	c. Hedge Shaping and Trimming *	12	<u>20</u>	<u>\$ 240</u>
	(Once per month)			
27	Sweeping			
	a. Concrete Surfaces, Walks, Steps, Parking Lot Corners, Tennis & Basketball Courts	364	<u>4</u>	<u>\$ 1,456</u>
	(Daily)			
	b. Picnic Table Pads	364	<u>4</u>	<u>\$ 1,456</u>
	(Daily)			
28	Washing			
	a. Picnic Shelters	52	<u>3</u>	<u>\$ 156</u>
	(Once weekly after the sweeping task)			
	b. Picnic Table Pads	52	<u>3</u>	<u>\$ 156</u>
	(Once weekly after the sweeping task)			
29	Graffiti Control			
	a. Interior	364	<u>1</u>	<u>\$ 364</u>
	(Daily)			
	b. Exterior	364	<u>1</u>	<u>\$ 364</u>
	(Daily)			
30	Sand and/or Playground Surfaces Play Area			
	a. Safety Inspect Playground Site & Equipment	364	<u>2</u>	<u>\$ 728</u>
	(Daily)			
	b. Maintain Sand/Playground Surface Play Area(s)	364	<u>2</u>	<u>\$ 728</u>
	(Daily)			

Appendix B, Exhibit 9b

La Puente Area Parks PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

		Annual Frequency	Cost Per <u>Frequency</u>	Annual <u>Costs</u>
FACILITY:	Bassett Park			
	510 North Vineland Avenue, La Puente			
	c. Sweep Walks Around Play Area & Return Sand to Play Area (Daily)	364	<u>2</u>	<u>\$ 728.-</u>
	d. Replace Sand (Once annually as instructed by Director)	1	<u>320</u>	<u>\$ 320.-</u>
31	Picnic Areas & Similar Appurtenances			
	a. Daily Operations (Daily)	364	<u>4</u>	<u>\$ 1,456</u>
	b. Weekly Operations (Once per week)	52	<u>6</u>	<u>\$ 312.-</u>
32	Drinking Fountains			
	a. Daily Operations (Daily)	364	<u>1</u>	<u>\$ 364.-</u>
33	Aerification (Twice per year Apr thru Nov, as instructed by the Director)	2	<u>124</u>	<u>\$ 248.-</u>
34	Fertilization (Once per year as instructed by the Director)	1	<u>512</u>	<u>\$ 512</u>
35	Rodent Control	12	<u>6</u>	<u>\$ 72.-</u>
	a. Per specification - section 35.1 (Once per month)			
	b. Per Specification - Section 35.2 (Task performed prior to each mowing frequency)	43	<u>9</u>	<u>\$ 387.-</u>
36	Swales and Drains (Weekly)	52	<u>14</u>	<u>\$ 728.-</u>
37	Service Yards and Storage Areas (Once per month)	12	<u>2</u>	<u>\$ 24.-</u>
39	Site Inspection and Reporting			
	a. Per Requirements	364	<u>2</u>	<u>\$ 728.-</u>
40	Management/Supervision			
	a. Group II Management/Supervision	364	<u>2</u>	<u>\$ 728.-</u>
SOW	GROUP III			
41	Sports Field Maintenance			
	a. Detailing Sports Field Areas (Once weekly as determined by Monitor)	52	<u>12</u>	<u>\$ 624.-</u>
	b. Horseshoe Pit Maintenance (Once weekly)	52	<u>4</u>	<u>\$ 208.-</u>
42	Site Inspection and Reporting			
	a. Per Requirements	52	<u>2</u>	<u>\$ 104.-</u>
43	Management/Supervision			
	a. Group III Management/Supervision	52	<u>2</u>	<u>\$ 104.-</u>
SOW	GROUP IV			
44	Building Maintenance			
	a. Basic Interior Building Maintenance			
	Level I - Requires full agreement mandates plus additional stipulated functions (Daily, Monday thru Saturday)	312	<u>6</u>	<u>\$ 1,872</u>
	Level II - Requires full agreement mandates (Daily 3 days per week, Tuesday, Thursday, Sunday)	156	<u>8</u>	<u>\$ 1,248</u>
45	b. Periodic Interior Building Maintenance			
	Weekly (Once weekly on Sunday)	52	<u>9</u>	<u>\$ 468.-</u>
	Monthly	12	<u>12</u>	<u>\$ 144.-</u>
46	c. Gymnasium Floor (Daily)	364	<u>10</u>	<u>\$ 3,640</u>

**Appendix B, Exhibit 9b**

**La Puente Area Parks PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES**

		<u>Annual Frequency</u>	<u>Cost Per Frequency</u>	<u>Annual Costs</u>
<b>FACILITY:</b> Bassett Park 510 North Vineland Avenue, La Puente				
47	Inspect/Replace Exterior Security Lights (Once weekly)	12	<u>1</u>	<u>\$ 12 -</u>
48	Hose Off Exterior of Building and Adjacent Plants (Once weekly)	12	<u>2</u>	<u>\$ 24 -</u>
49	Clean Interior and Exterior Storage and Maintenance Rooms (Once monthly)	12	<u>2</u>	<u>\$ 24 -</u>
50	Daily Restroom Maintenance			
	a. Interior Restrooms			
	First cleaning prior to 8 am	364	<u>4</u>	<u>\$ 1,456</u>
	Second cleaning after 1 pm & before 2:30 pm	364	<u>4</u>	<u>\$ 1,456</u>
	b. Comfort Stations			
	First cleaning prior to 8 am	364	<u>4</u>	<u>\$ 1,456</u>
	Second cleaning after 1 pm & before 2:30 pm	364	<u>4</u>	<u>\$ 1,456</u>
51	Weekly Restroom Maintenance			
	a. Interior Restrooms (Task Performed weekly)	52	<u>5</u>	<u>\$ 260.</u>
	b. Comfort Stations (Task Performed weekly)	52	<u>5</u>	<u>\$ 260.</u>
53	Site Inspection and Reporting			
	a. Per Requirements	364	<u>2</u>	<u>\$ 728.</u>
54	Management/Supervision			
	a. Group IV Management/Supervision	364	<u>2</u>	<u>\$ 728.</u>
<b>GROUP V</b>				
55	Chemical Application			
	a. Turf - detailing general turf areas with systemic herbicides (Once each month)	12	<u>69</u>	<u>\$ 828.</u>
	b. Beds, Planters, Walkways, Hard Surfaces, Picnic Areas, Undeveloped Areas, Drainage Areas, Play Areas, Patios, Walkways, Curbs, Gutters, Expansion Joints, Roadways, Stream Beds - with systemic herbicides (Once each month)	12	<u>94</u>	<u>\$ 1,128</u>
56	c. Broadleaf Control in Turf Areas (Once annually as instructed by Director)	1	<u>290</u>	<u>\$ 290.</u>
58	Site Inspection and Reporting			
	a. Per Requirements	12	<u>2</u>	<u>\$ 24.</u>
59	Management/Supervision			
	a. Group V Management/Supervision	12	<u>2</u>	<u>\$ 24.</u>
<b>GROUP VI</b>				
60	Irrigation/Watering			
	a. Valve Box Integrity and Visual System Check (Daily)	364	<u>4</u>	<u>\$ 1,456</u>
	b. Inspect and Make Adjustments (Once weekly)	52	<u>168</u>	<u>\$ 8,736</u>
61	Test System for Operability, Ongoing Repair of System Components and Response to Intermittent Malfunctions (Once weekly)	52	<u>187</u>	<u>\$ 9,724</u>
62	Site Inspection and Reporting			
	a. Per Requirements	364	<u>2</u>	<u>\$ 728.</u>
63	Management/Supervision			
	a. Group VI Management/Supervision	364	<u>2</u>	<u>\$ 728.</u>

**Appendix B, Exhibit 9b**

**La Puente Area Parks PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES**

		Annual Frequency	Cost Per <u>Frequency</u>	Annual <u>Costs</u>
<b>FACILITY:</b> Bassett Park 510 North Vineland Avenue, La Puente				
<b>SOW SEASONAL SPECIALTY TASKS</b>		<b>Annual Frequency</b>		
64	43. Shrub and Tree Care/Pruning	N/A		
65	44. Cultivating <small>Tasks performed daily as indicated on the SOW</small>	N/A		
66	45. Renovation/Vertical Mowing	N/A		
67	46. Turf Reseeding/Restoration of Bare Areas	N/A		
68	47. Disease/Insect Control	N/A		
69	48. Plant Materials			
	a. Replacement <small>Tasks performed as indicated on the SOW</small>	N/A		
	b. Slope Bare Areas	N/A		

**HOURS AND DAYS OF MAINTENANCE SERVICES**

- a. For the months of November through April, 7:00 a.m. to 3:30 p.m.
- b. For the months of May through October, 6:00 a.m. to 2:30 p.m.

**FACILITY:** Bassett Park  
510 North Vineland Avenue, La Puente

**ANNUAL COSTS**

GROUP I	<u>32,551</u>
GROUP II	<u>31,215</u>
GROUP III	<u>1,040</u>
GROUP IV	<u>15,232</u>
GROUP V	<u>2,294</u>
GROUP VI	<u>21,372</u>
SEASONAL SPECIALTY TASKS	<u>N/A</u>
<b>TOTAL ANNUAL COSTS</b>	<b>\$ <u>103,704</u></b>

**Appendix B, Exhibit 9b**  
**PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES**

**La Puente Area Parks**

		Annual Frequency	Cost Per Frequency	Annual Costs
<b>FACILITY:</b> Allen J. Martin Park 1483D Giordano Street, La Puente				
SOW	<b>GROUP I</b>			
17	Mowing <small>(Once per week, Apr thru Nov, every 2 weeks, Dec thru Mar)</small>	43	<u>250</u>	\$ <u>10,750</u>
18	Site Inspection and Reporting a. Per Requirements	43	<u>10</u>	\$ <u>430</u>
19	Management/Supervision a. Group I Management/Supervision	43	<u>10</u>	\$ <u>430</u>
SOW	<b>GROUP II</b>			
20	Mechanical Edging a. Turf Areas <small>(Every 2 weeks)</small>	26	<u>30</u>	\$ <u>780</u>
21	Weed Removal a. Walks, Beds, Planters, Hardscape <small>(Once per week)</small>	52	<u>10</u>	\$ <u>520</u>
	b. Bare Areas <small>(Once per month)</small>	12	<u>10</u>	\$ <u>120</u>
22	Litter Control a. Developed Areas <small>(Daily)</small>	364	<u>3</u>	\$ <u>1,092</u>
23	Empty Exterior Trash Containers <small>(Daily)</small>	364	<u>3</u>	\$ <u>1,092</u>
24	Trash Bin Contents-Removal From Site <small>(2 bins twice per week)</small>	104	<u>250</u>	\$ <u>26,000</u>
25	Raking a. Turf Under Trees <small>(Once per month)</small>	12	<u>10</u>	\$ <u>120</u>
	b. Planter Beds and Planters <small>(Once per week)</small>	52	<u>12</u>	\$ <u>624</u>
26	Clearance Pruning/Hedge Trimming a. Tree Clearance <small>(Once per month)</small>	12	<u>10</u>	\$ <u>120</u>
27	Sweeping a. Concrete Surfaces, Walks, Steps, Parking Lot Corners, Tennis & Basketball Courts <small>(Daily)</small>	364	<u>1.50</u>	\$ <u>546</u>
	b. Picnic Table Pads <small>(Daily)</small>	364	<u>1.50</u>	\$ <u>546</u>
	c. Picnic Shelters, Patios <small>(Daily)</small>	364	<u>1.50</u>	\$ <u>546</u>
28	Washing a. Patio/Designated Areas Used for Food Service* <small>(Monday-Friday, July &amp; August)</small>	100	<u>3</u>	\$ <u>300</u>
	b. Picnic Shelters <small>(Once per month)</small>	52	<u>3</u>	\$ <u>156</u>
	c. Picnic Table Pads <small>(Once per month)</small>	52	<u>3</u>	\$ <u>156</u>
29	Graffiti Control a. Interior <small>(Daily)</small>	364	<u>3</u>	\$ <u>1092</u>
	b. Exterior <small>(Daily)</small>	364	<u>3</u>	\$ <u>1092</u>

**Appendix B, Exhibit 9b**  
**PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES**

**La Puente Area Parks**

	Annual Frequency	Cost Per Frequency	Annual Costs
30 Sand and/or Playground Surfaces Play Area			
a. Inspect Playground Site and Equipment for Safety (Daily)	364	<u>1.50</u>	\$ <u>546</u>
b. Maintain Sand and/or Playground Surfaces Play Area(s) (Daily)	364	<u>1.50</u>	\$ <u>546</u>
c. Sweep Walks Around Play Area & Return Sand to Play Area (Daily)	364	<u>1.50</u>	\$ <u>546</u>
d. Fitness Zone - Fibar (Replace Fibar once per year as instructed by the Director)	1	<u>1,200</u>	\$ <u>1,200</u>
31 Picnic Areas & Similar Appurtenances			
a. Daily Operations * (Daily)	364	<u>1.50</u>	\$ <u>546.00</u>
b. Weekly Operations (Once per week)	52	<u>3</u>	\$ <u>156</u>
32 Drinking Fountains			
a. Daily Operations * (Daily)	364	<u>1.50</u>	\$ <u>546</u>
33 Aerification (Task performed twice per year, Apr thru Nov, as instructed by the Director)	2	<u>80</u>	\$ <u>160.00</u>
34 Fertilization (Performed once per year as instructed by the Director)	1	<u>1,800</u>	\$ <u>1,800</u>
35 Rodent Control			
a. Per Specification - Section 35.1 (Once per Mmonth)	12	<u>20</u>	\$ <u>240</u>
b. Per Specification - Section 35.2 (Task performed prior to each mowing frequency)	43	<u>3</u>	\$ <u>129</u>
36 Swales and Drains (Performed on a weekly basis)	52	<u>3</u>	\$ <u>156</u>
37 Service Yards and Storage Areas (Performed once per month)	12	<u>3</u>	\$ <u>36</u>
39 Site Inspection and Reporting			
a. Per Requirements	364	<u>3</u>	\$ <u>1,092</u>
40 Management/Supervision			
a. Group II Management/Supervision	364	<u>3</u>	\$ <u>1,092</u>
SOW <b>GROUP III</b>			
41 Sports Field Maintenance			
a. Ballfield Preparation for each Diamond Per Recreation Schedule (Daily each field)	364	<u>3</u>	\$ <u>1,092</u>
b. Periodic Preparations for each Diamond (Monthly each field)	12	<u>10</u>	\$ <u>120</u>
c. Detailing Sports Field Areas (Every 2 weeks each field)	26	<u>10</u>	\$ <u>260</u>
42 Site Inspection and Reporting			
a. Per Requirements	364	<u>3</u>	\$ <u>1,092</u>
43 Management/Supervision			
a. Group III Management/Supervision	364	<u>3</u>	\$ <u>1,092</u>

**Appendix B, Exhibit 9b**  
**PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES**

**La Puente Area Parks**

	Annual Frequency	Cost Per <u>Frequency</u>	Annual <u>Costs</u>
<b>SOW GROUP IV</b>			
44	<b>Building Maintenance</b>		
	a. Basic Interior Building Maintenance		
	Level I - Requires full agreement mandates plus additional stipulated functions (Tasks performed daily, Monday thru Saturday)		
	312	<u>1.50</u>	\$ <u>468</u>
	Level II - Requires full agreement mandates (Tasks performed daily, Tuesday, Thursday, Saturday)		
	156	<u>1.50</u>	\$ <u>234</u>
45	b. Periodic Interior Building Maintenance		
	Weekly (Tasks performed once per week)		
	52	<u>3</u>	\$ <u>156</u>
	Monthly (Tasks performed once per month)		
	12	<u>3</u>	\$ <u>36</u>
46	c. Gymnasium		
	N/A		
47	Inspect/Replace Exterior Security Lights (Tasks performed once per month)		
	12	<u>3</u>	\$ <u>36</u>
48	Hose Off Exterior of Building and Adjacent Plants (Tasks performed once per month)		
	12	<u>3</u>	\$ <u>36</u>
49	Clean Interior and Exterior Storage and Maintenance Rooms (Tasks performed once per month)		
50	Daily Restroom Maintenance		
	a. Interior Restrooms		
	First cleaning prior to 8 am (daily)		
	364	<u>3</u>	\$ <u>1,092</u>
	Second cleaning after 1 pm & before 2:30 pm (daily)		
	364	<u>3</u>	\$ <u>1,092</u>
	b. Comfort Stations		
	First cleaning prior to 8 am (daily)		
	364	<u>3</u>	\$ <u>1,092</u>
	Second cleaning after 1 pm & before 2:30 pm (daily)		
	364	<u>3</u>	\$ <u>1,092</u>
51	Weekly Restroom Maintenance		
	a. Interior Restrooms (Tasks performed once per week)		
	52	<u>3</u>	\$ <u>156</u>
	b. Comfort Stations (Tasks performed once per week)		
	52	<u>3</u>	\$ <u>156</u>
52	Monthly Restroom Maintenance		
	a. Interior Restrooms (Tasks performed once per month)		
	12	<u>10</u>	\$ <u>120</u>
	b. Comfort Stations (Tasks performed once per month)		
	12	<u>10</u>	\$ <u>120</u>
53	Site Inspection and Reporting		
	a. Per Requirements		
	364	<u>1.50</u>	\$ <u>546</u>
54	Management/Supervision		
	a. Group IV Management/Supervision		
	364	<u>1.50</u>	\$ <u>546</u>

**Appendix B, Exhibit 9b**  
**PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES**

**La Puente Area Parks**

	Annual Frequency	Cost Per Frequency	Annual Costs
<b>SOW GROUP V</b>			
55			
<b>Chemical Application</b>			
a. Turf - detailing general turf areas with systemic herbicides (Once each month)	12	<u>30</u>	\$ <u>360</u>
b. Beds, Planters, Walkways, Hard Surfaces, Picnic Areas, Undeveloped Areas, Drainage Areas, Play Areas, Patios, Walkways, Curbs, Gutters, Expansion Joints, Roadways, Stream Beds - with systemic herbicides (Once each month)	12	<u>30</u>	\$ <u>360</u>
56			
c. Broadleaf Control in Turf Areas (Once annually in Spring as directed)	1	<u>279</u>	\$ <u>279</u>
57			
Algae and Aquatic Growth Control	N/A		
58			
Site Inspection and Reporting			
a. Per Requirements	12	<u>3</u>	\$ <u>36</u>
59			
Management/Supervision			
a. Group V Management/Supervision	12	<u>3</u>	\$ <u>36</u>
<b>SOW GROUP VI</b>			
60			
Irrigation/Watering			
a. Valve Box Integrity and Visual System Check (daily)	364	<u>3</u>	\$ <u>1,092</u>
b. Inspect and Make Adjustments (Tasks performed once per week)	52	<u>3</u>	\$ <u>156</u>
61			
Test System for Operability, Ongoing Repair of System Components and Response to Intermittent Malfunctions (Tasks performed once per week)	52	<u>3</u>	\$ <u>156</u>
62			
Site Inspection and Reporting			
a. Per Requirements	364	<u>1.50</u>	\$ <u>546</u>
63			
Management/Supervision			
a. Group VI Management/Supervision	364	<u>1.50</u>	\$ <u>546</u>
<b>SOW SEASONAL SPECIALTY TASKS</b>			
64			
43. Shrub and Tree Care/Pruning	N/A		
65			
44. Cultivating Tasks performed daily as indicated on the SOW	N/A		
66			
45. Renovation/Vertical Mowing	N/A		
67			
46. Turf Reseeding/Restoration of Bare Areas	N/A		
68			
47. Disease/Insect Control	N/A		
69			
48. Plant Materials			
a. Replacement Tasks performed as indicated on the SOW	N/A		
b. Slope Bare Areas	N/A		



**Appendix B, Exhibit 9b**  
**PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES**

La Puente Area Parks

Annual Frequency	Cost Per <u>Frequency</u>	<u>Annual Costs</u>
---------------------	------------------------------	-------------------------

**HOURS AND DAYS OF MAINTENANCE SERVICES**

- a. For the months of November through April, 7:00 a.m. to 3:30 p.m.
- b. For the months of May through October, 6:00 a.m. to 2:30 p.m.

**FACILITY:** Allen J. Martin Park  
 14830 Giordano Street, La Puente

**ANNUAL COSTS**

GROUP I	\$ 11,610
GROUP II	\$ 43,693
GROUP III	\$ 3,656
GROUP IV	\$ 6,978
GROUP V	\$ 1,071
GROUP VI	\$ 2,496

SEASONAL SPECIALTY TASKS N/A

TOTAL ANNUAL COSTS \$ 69,504.<sup>00</sup>

Appendix B, Exhibit 9b

PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES  
 La Puente Area Parks

		Annual Frequency	Cost Per Frequency	Annual Costs
FACILITY: Ringrove Park 747 Ringrove Drive, La Puente				
SOW GROUP I				
17	Mowing			
	a. General Turf Areas (Once per week, Apr thru Nov; every 2 weeks, Dec thru Mar)	43	<u>450</u>	<u>\$ 19,350</u>
18	Site Inspection and Reporting			
	a. Per Requirements	43	<u>30</u>	<u>\$ 1,290</u>
19	Management/Supervision			
	a. Group I Management/Supervision	43	<u>30</u>	<u>\$ 1,290</u>
SOW GROUP II				
20	Mechanical Edging			
	a. Turf Areas (Every 2 weeks)	26	<u>60</u>	<u>\$ 1,560</u>
	b. Ground Cover Areas (Every other month)	6	<u>10</u>	<u>\$ 60</u>
21	Weed Removal			
	a. Walks, Beds, Planters, Hardscape (Once per week)	52	<u>10</u>	<u>\$ 520</u>
22	Litter Control			
	a. Developed Areas (Daily)	364	<u>3</u>	<u>\$ 1,092</u>
23	Empty Exterior Trash Containers (Daily)	364	<u>3</u>	<u>\$ 1,092</u>
24	Trash Bin Contents-Removal From Site (2 bins twice per week)	104	<u>300</u>	<u>\$ 31,200</u>
25	Raking			
	a. Turf Under Trees (Once per month)	12	<u>20</u>	<u>\$ 240</u>
	b. Planter Beds and Planters (Once per week)	52	<u>20</u>	<u>\$ 1,040</u>
26	Clearance Pruning/Hedge Trimming			
	a. Tree Clearance (Once per month)	12	<u>40</u>	<u>\$ 480</u>
	b. Shrub Pruning (Once per month)	12	<u>40</u>	<u>\$ 480</u>
	c. Hedge Shaping and Trimming (Once per month)	12	<u>40</u>	<u>\$ 480</u>
27	Sweeping			
	a. Concrete Surfaces, Walks, Steps, Parking Lot Corners, Tennis & Basketball Courts (Daily)	364	<u>4</u>	<u>\$ 1,456</u>
	b. Picnic Table Pads (Daily)	364	<u>4</u>	<u>\$ 1,456</u>
	c. Picnic Shelters, Patios (Daily)	364	<u>4</u>	<u>\$ 1,456</u>

Appendix B, Exhibit 9b

PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

La Puente Area Parks

		Annual Frequency	Cost Per Frequency	Annual Costs
	<b>FACILITY:</b> Rimgrove Park 747 Rimgrove Drive, La Puente			
28	<b>Washing</b>			
	a. Picnic Table Pads * (Once per week)	52	<u>4</u>	\$ <u>208</u>
	b. Patio/Designated Areas Used for Food Service (Mon-Fri, July and August)	100	<u>2</u>	\$ <u>200</u>
	c. Picnic Shelters (Once per week)	52	<u>4</u>	\$ <u>208</u>
29	<b>Graffiti Control</b>			
	a. Interior (Daily)	364	<u>3</u>	\$ <u>1,092</u>
	b. Exterior (Daily)	364	<u>3</u>	\$ <u>1,092</u>
30	<b>Sand and/or Playground Surfaces Play Area</b>			
	a. Inspect Playground Site and Equipment for Safety (Daily)	364	<u>3</u>	\$ <u>1,092</u>
	b. Maintain Sand and/or Playground Surfaces Play Area(s) (Daily)	364	<u>3</u>	\$ <u>1,092</u>
	c. Sweep Walks Around Play Area & Return Sand to Play Area (Daily)	364	<u>3</u>	\$ <u>1,092</u>
31	<b>Picnic Areas &amp; Similar Appurtenances</b>			
	a. Daily Operations (Daily)	364	<u>3</u>	\$ <u>1,092</u>
	b. Weekly Operations (Once per week)	52	<u>4</u>	\$ <u>208</u>
32	<b>Drinking Fountains</b>			
	a. Daily Operations (Daily)	364	<u>3</u>	\$ <u>1,092</u>
33	<b>Aerification</b> (Task performed twice annually between Apr and Nov as instructed by Director)	2	<u>80</u>	\$ <u>160</u>
34	<b>Fertilization</b> (Performed once annually as instructed by Director)	1	<u>2,500</u>	\$ <u>2,500</u>
35	<b>Rodent Control</b>			
	a. Per Specification - Section 31.1 (Once per month)	12	<u>80</u>	\$ <u>960</u>
	b. Per Specification - Section 31.2 (Task performed prior to each mowing frequency)	43	<u>3</u>	\$ <u>129</u>
36	<b>Swales and Drains</b> (Once per week)	52	<u>10</u>	\$ <u>520</u>
37	<b>Service Yards and Storage Areas</b> (Once per month)	12	<u>3</u>	\$ <u>36</u>
39	<b>Site Inspection and Reporting</b>			
	a. Per Requirements	364	<u>3</u>	\$ <u>1,092</u>
40	<b>Management/Supervision</b>			
	a. Group II Management/Supervision	364	<u>3</u>	\$ <u>1,092</u>

Appendix B, Exhibit 9b

PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

La Puente Area Parks

		Annual Frequency	Cost Per Frequency	Annual Costs
<b>FACILITY:</b> Rimgrove Park 747 Rimgrove Drive, La Puente				
<b>SOW GROUP III</b>				
41	Sports Field Maintenance			
	a. Ballfield Preparation for each Diamond Per recreation schedule (Daily each field, 2 x 364)	728	<u>3</u>	\$ <u>2,184</u>
	b. Periodic Preparations for each Diamond (once per month each field, 2 X 12)	24	<u>20</u>	\$ <u>480</u>
	c. Detailing Sports Field Areas ( every other week each field, 2 X 26)	52	<u>30</u>	\$ <u>1560</u>
42	Site Inspection and Reporting			
	a. Per Requirements	364	<u>3</u>	\$ <u>1,092</u>
43	Management/Supervision			
	a. Group III Management/Supervision	364	<u>3</u>	\$ <u>1,092</u>
<b>SOW GROUP IV</b>				
44	Building Maintenance			
	a. Basic Interior Building Maintenance			
	Level I - Requires full agreement mandates plus additional stipulated functions (Tasks performed daily 6 days per week, Monday thru Saturday)	312	<u>3</u>	\$ <u>936</u>
	Level II - Requires full agreement mandates (Tasks performed 3 days per week, Tuesday, Thursday, Sunday)	156	<u>6</u>	\$ <u>936</u>
	Level III - Requires that daily and weekly agreement mandates be performed together once weekly (Tasks performed 1 day per week)	52	<u>10</u>	\$ <u>520</u>
45	b. Periodic Interior Building Maintenance			
	Weekly (Tasks performed once each week)	52	<u>10</u>	\$ <u>520</u>
	Monthly (Tasks performed once each month)	12	<u>10</u>	\$ <u>120</u>
47	Inspect/Replace Exterior Security Lights (Tasks performed once each month)	12	<u>10</u>	\$ <u>120</u>
48	Hose Off Exterior of Building and Adjacent Plants (Tasks performed once each month)	12	<u>10</u>	\$ <u>120</u>
49	Clean Interior and Exterior Storage and Maintenance Rooms (Tasks performed once each month)	12	<u>10</u>	\$ <u>120</u>
50	Daily Restroom Maintenance			
	a. Comfort Stations			
	First cleaning prior to 8 am (Daily)	364	<u>3</u>	\$ <u>1,092</u>
	Second cleaning after 1 pm & before 2:30 pm (Daily)	364	<u>3</u>	\$ <u>1,092</u>
51	Weekly Restroom Maintenance			
	a. Comfort Stations (Tasks performed once each week)	52	<u>10</u>	\$ <u>520</u>
52	Monthly Restroom Maintenance			
	a. Comfort Stations (Tasks performed once each month)	12	<u>10</u>	\$ <u>120</u>

Appendix B, Exhibit 9b

La Puente Area Parks PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

		Annual Frequency	Cost Per Frequency	Annual Costs
FACILITY: Rimgrove Park 747 Rimgrove Drive, La Puente				
53	Site Inspection and Reporting a. Per Requirements	364	<u>3</u>	<u>\$ 1,092</u>
54	Management/Supervision a. Group IV Management/Supervision	364	<u>3</u>	<u>\$ 1,092</u>
SOW GROUP V				
55	Chemical Application			
	a. Turf - detailing general turf areas with systemic herbicides (Once each month)	12	<u>10</u>	<u>\$ 120</u>
	b. Beds, Planters, Walkways, Hard Surfaces, Picnic Areas, Undeveloped Areas, Drainage Areas, Play Areas, Patios, Walkways, Curbs, Gutters, Expansion Joints, Roadways, Stream Beds - with systemic herbicides (Once each month)	12	<u>6</u>	<u>\$ 72</u>
56	c. Broadleaf Control in Turf Areas (Task performed once each year as instructed by the Director)	1	<u>2,017</u>	<u>\$ 2,017</u>
58	Site Inspection and Reporting a. Per Requirements	12	<u>3</u>	<u>\$ 36</u>
59	Management/Supervision a. Group V Management/Supervision	12	<u>3</u>	<u>\$ 36</u>
SOW GROUP VI				
60	Irrigation/Watering			
	a. Valve Box Integrity and Visual System Check (Daily)	364	<u>6</u>	<u>\$ 2,184</u>
	b. Inspect and Make Adjustments (Tasks performed once each week)	52	<u>4</u>	<u>\$ 208</u>
61	Test System for Operability, Ongoing Repair of System Components and Response to Intermittent Intermittent Malfunctions (Tasks performed once each week)	52	<u>8</u>	<u>\$ 416</u>
62	Site Inspection and Reporting a. Per Requirements	364	<u>3</u>	<u>\$ 1,092</u>
63	Management/Supervision a. Group VI Management/Supervision	364	<u>3</u>	<u>\$ 1,092</u>
SOW SEASONAL SPECIALTY TASKS		Annual Frequency		
64	43. Shrub and Tree Care/Pruning	N/A		
65	44. Cultivating Tasks performed daily as indicated on the SOW	N/A		
66	45. Renovation/Vertical Mowing	N/A		
67	46. Turf Reseeding/Restoration of Bare Areas	N/A		

Appendix B, Exhibit 9b

La Puente Area Parks **PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES**

		Annual Frequency	Cost Per <u>Frequency</u>	Annual <u>Costs</u>
FACILITY: Ringrove Park 747 Ringrove Drive, La Puente				
68	47. Disease/Insect Control		N/A	
69	48. Plant Materials			
	a. Replacement		N/A	
	Tasks performed as indicated on the SOW			
	b. Slope Bare Areas		N/A	

**HOURS AND DAYS OF MAINTENANCE SERVICES**

- a. For the months of November through April, 7:00 a.m. to 3:30 p.m.
- b. For the months of May through October, 6:00 a.m. to 2:30 p.m.

FACILITY: Ringrove Park  
747 Ringrove Drive, La Puente

**ANNUAL COSTS**

GROUP I	<u>\$ 21,930.00</u>
GROUP II	<u>\$ 57,569.00</u>
GROUP III	<u>\$ 6,408.00</u>
GROUP IV	<u>\$ 8,400.00</u>
GROUP V	<u>\$ 2,281.00</u>
GROUP VI	<u>\$ 4,992.00</u>

SEASONAL SPECIALTY TASKS N/A

TOTAL ANNUAL COSTS \$ 101,580.00

Appendix B, Exhibit 9b

PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

La Puente Area Parks

		Annual Frequency	Cost Per <u>Frequency</u>	Annual <u>Costs</u>
<b>FACILITY:</b> San Angelo Park 245 South San Angelo Avenue, La Puente				
<b>SOW GROUP I</b>				
17	Mowing a. General Turf Areas (Once per week, Apr thru Nov; every 2 weeks, Dec thru Mar)	43	<u>350</u>	\$ <u>15,050</u>
18	Site Inspection and Reporting a. Per Requirements	43	<u>20</u>	\$ <u>860</u>
19	Management/Supervision a. Group I Management/Supervision	43	<u>20</u>	\$ <u>860</u>
<b>SOW GROUP II</b>				
20	Mechanical Edging a. Turf Areas (Once every 2 weeks)	26	<u>40</u>	\$ <u>1,040</u>
21	Weed Removal a. Walks, Beds, Planters, Hardscape (Once every week)	52	<u>10</u>	\$ <u>520</u>
22	Litter Control a. Developed Areas (Daily)	364	<u>3</u>	\$ <u>1,092</u>
23	Empty Exterior Trash Containers (Daily)	364	<u>3</u>	\$ <u>1,092</u>
24	Trash Bin Contents-Removal From Site (3 bins twice per week)	104	<u>300</u>	\$ <u>31,200</u>
25	Raking a. Turf Under Trees (Once every month)	12	<u>20</u>	\$ <u>240</u>
	b. Planter Beds and Planters (Once every week)	52	<u>18</u>	\$ <u>936</u>
26	Clearance Pruning/Hedge Trimming a. Tree Clearance (Once every month)	12	<u>40</u>	\$ <u>480</u>
	b. Shrub Pruning (Once every month)	12	<u>45</u>	\$ <u>540</u>
	c. Hedge Shaping and Trimming (Once every month)	12	<u>30</u>	\$ <u>360</u>
27	Sweeping a. Concrete Surfaces, Walks, Steps, Parking Lot Corners, Tennis & Basketball Courts (Daily)	364	<u>4</u>	\$ <u>1,456</u>
	b. Picnic Table Pads (Daily)	364	<u>4</u>	\$ <u>1,456</u>
	c. Picnic Shelters, Patios (Daily)	364	<u>4</u>	\$ <u>1,456</u>
28	Washing a. Tennis Courts/Basketball Courts (Performed twice per week, not on the same day as sweeping)	104	<u>6</u>	\$ <u>624</u>
	c. Patio/Designated Areas Used for Food Service (Monday-Friday, July & August)	100	<u>6</u>	\$ <u>600</u>
	c. Picnic Table Pads (Once every week)	52	<u>4</u>	\$ <u>208</u>

Appendix B, Exhibit 9b

PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

La Puente Area Parks

		Annual Frequency	Cost Per Frequency	Annual Costs
FACILITY: San Angelo Park 245 South San Angelo Avenue, La Puente				
	d. Picnic Shelters (Once every week)	52	<u>4</u>	\$ <u>208</u>
29	Graffiti Control			
	a. Interior (Daily)	364	<u>3</u>	\$ <u>1,092</u>
	b. Exterior (Daily)	364	<u>3</u>	\$ <u>1,092</u>
30	Sand and/or Playground Surfaces Play Area			
	a. Safety Inspect Playground Site & Equipment (Daily)	364	<u>3</u>	\$ <u>1,092</u>
	b. Maintain Sand and/or Playground Surfaces Play Area(s) (Daily)	364	<u>3</u>	\$ <u>1,092</u>
	c. Sweep Walks Around Play Area & Return Sand to Play Area (Daily)	364	<u>3</u>	\$ <u>1,092</u>
	d. Fibar Replacement - Fitness Zone (Replace Fibar annually as instructed by Director)	1	<u>1,500</u>	\$ <u>1,500</u>
	e. Fibar Replacement - Play Area (Replace Fibar annually as instructed by Director)	1	<u>1,500</u>	\$ <u>1,500</u>
31	Picnic Areas & Similar Appurtenances			
	a. Daily Operations * (Daily)	364	<u>3</u>	\$ <u>1,092</u>
	b. Weekly Operations (Once every week)	52	<u>7</u>	\$ <u>364</u>
32	Drinking Fountains			
	a. Daily Operations * (Daily)	364	<u>3</u>	\$ <u>1,092</u>
33	Aerification (Task performed twice per year from April thru November)	2	<u>80</u>	\$ <u>160</u>
34	Fertilization (Task performed once annually as instructed by Director)	1	<u>2,423</u>	\$ <u>2,423</u>
35	Rodent Control			
	a. Per Specification - Section 31.1 (Once every month)	12	<u>40</u>	\$ <u>480</u>
	b. Per Specification - Section 31.2 (Task performed prior to each mowing frequency)	43	<u>3</u>	\$ <u>129</u>
36	Swales and Drains (Once every month)	52	<u>6</u>	\$ <u>312</u>
37	Service Yards and Storage Areas (Once every month)	12	<u>3</u>	\$ <u>36</u>
39	Site Inspection and Reporting			
	a. Per Requirements	364	<u>3</u>	\$ <u>1,092</u>
40	Management/Supervision			
	a. Group II Management/Supervision	364	<u>3</u>	\$ <u>1,092</u>
<b>GROUP III</b>				
41	Sports Field Maintenance			
	a. Ballfield Preparation for each Diamond Per Recreation Schedule (Daily each field, 1 x 364)	364	<u>3</u>	\$ <u>1,092</u>
	b. Periodic Preparations for each Diamond (Once every month each field, 1 x 12)	12	<u>10</u>	\$ <u>120</u>



Appendix B, Exhibit 9b

PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

La Puente Area Parks

	Annual Frequency	Cost Per Frequency	Annual Costs
<b>FACILITY: San Angelo Park</b> 245 South San Angelo Avenue, La Puente			
c. Detailing Sports Field Areas* (Once every 2 weeks each field, 1 x 26)	26	<u>15</u>	\$ <u>390</u>
42 Site Inspection and Reporting a. Per Requirements	364	<u>3</u>	\$ <u>1,092</u>
43 Management/Supervision a. Group III Management/Supervision	364	<u>3</u>	\$ <u>1,092</u>
<b>SOW GROUP IV</b>			
44 Building Maintenance a. Basic Interior Building Maintenance Level I - Requires full agreement mandates plus additional stipulated functions* (Tasks performed daily, 6 days per week, Monday thru Saturday)	312	<u>1.50</u>	\$ <u>468</u>
Level II - Requires full agreement mandates* (Tasks performed 3 times per week, Tuesday, Thursday, Sunday)	156	<u>1.50</u>	\$ <u>234</u>
45 b. Periodic Interior Building Maintenance Weekly * (Once every week)	52	<u>6</u>	\$ <u>312</u>
Monthly * (Once every month)	12	<u>7.50</u>	\$ <u>90</u>
47 Inspect/Replace Exterior Security Lights* (Once every month)	12	<u>3</u>	\$ <u>36</u>
48 Hose Off Exterior of Building and Adjacent Plants (Once every month)	12	<u>4</u>	\$ <u>48</u>
49 Clean Interior and Exterior Storage and Maintenance Rooms * (Once every month)	12	<u>4</u>	\$ <u>48</u>
50 Daily Restroom Maintenance a. Comfort Stations * (Daily)	364	<u>3</u>	\$ <u>1,092</u>
Second cleaning after 1 pm & before 2:30 pm (Daily)	364	<u>3</u>	\$ <u>1,092</u>
51 Weekly Restroom Maintenance (tasks performed once every week)	52	<u>6</u>	\$ <u>312</u>
52 Monthly Restroom Maintenance (tasks performed once every month)	12	<u>6</u>	\$ <u>72</u>
53 Site Inspection and Reporting a. Per Requirements	364	<u>1.50</u>	\$ <u>546</u>
54 Management/Supervision a. Group IV Management/Supervision	364	<u>1.50</u>	\$ <u>546</u>

**Appendix B, Exhibit 9b**

**PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES**

**La Puente Area Parks**

		Annual Frequency	Cost Per Frequency	Annual Costs
<b>FACILITY:</b> San Angelo Park 245 South San Angelo Avenue, La Puente				
<b>sow GROUP V</b>				
55	<b>Chemical Application</b>			
	a. Turf - detailing general turf areas with systemic herbicides (Once every month)	12	<u>40</u>	\$ <u>480</u>
	b. Beds, Planters, Walkways, Hard Surfaces, Picnic Areas, Undeveloped Areas, Drainage Areas, Play Areas, Patios, Walkways, Curbs, Gutters, Expansion Joints, Roadways, Stream Beds - with systemic herbicides (Once every month)	12	<u>40</u>	\$ <u>480</u>
56	c. Broadleaf Control in Turf Areas* (Task performed on an annual basis as instructed by Director)	1	<u>1,200</u>	\$ <u>1,200</u>
58	<b>Site Inspection and Reporting</b>			
	a. Per Requirements	12	<u>3</u>	\$ <u>36</u>
59	<b>Management/Supervision</b>			
	a. Group V Management/Supervision	12	<u>3</u>	\$ <u>36</u>
<b>sow GROUP VI</b>				
60	<b>Irrigation/Watering</b>			
	a. Valve Box Integrity and Visual System Check (Daily)	364	<u>4</u>	\$ <u>1,456</u>
	b. Inspect and Make Adjustments (Once every week)	52	<u>4</u>	\$ <u>208</u>
61	<b>Test System for Operability, Ongoing Repair of System Components and Response to Intermittent Malfunctions</b> (Once every week)	52	<u>4</u>	\$ <u>208</u>
62	<b>Site Inspection and Reporting</b>			
	a. Per Requirements	364	<u>1.50</u>	\$ <u>546</u>
63	<b>Management/Supervision</b>			
	a. Group VI Management/Supervision	364	<u>1.50</u>	\$ <u>546</u>
<b>sow SEASONAL SPECIALTY TASKS</b>		<b>Annual Frequency</b>		
64	43. Shrub and Tree Care/Pruning	N/A		
65	44. Cultivating Tasks performed daily as indicated on the SOW	N/A		
66	45. Renovation/Vertical Mowing	N/A		
67	46. Turf Reseeding/Restoration of Bare Areas	N/A		
68	47. Disease/Insect Control	N/A		
69	48. Plant Materials			
	a. Replacement Tasks performed as indicated on the SOW	N/A		
	b. Slope Bare Areas	N/A		

Appendix B, Exhibit 9b

PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

La Puente Area Parks

FACILITY: San Angelo Park  
245 South San Angelo Avenue, La Puente

HOURS AND DAYS OF MAINTENANCE SERVICES

- a. For the months of November through April, 7:00 a.m. to 3:30 p.m.
- b. For the months of May through October, 6:00 a.m. to 2:30 p.m.

FACILITY: San Angelo Park  
245 South San Angelo Avenue, La Puente

Annual Frequency	Cost Per <u>Frequency</u>	Annual <u>Costs</u>
---------------------	------------------------------	------------------------

ANNUAL COSTS

GROUP I	<u>\$ 16,770.00</u>
GROUP II	<u>\$ 60,240.00</u>
GROUP III	<u>\$ 3,786.00</u>
GROUP IV	<u>\$ 4,896.00</u>
GROUP V	<u>\$ 2,232.00</u>
GROUP VI	<u>\$ 2,964.00</u>

SEASONAL SPECIALTY TASKS N/A

TOTAL ANNUAL COSTS \$ 90,888.00

**Appendix B, Exhibit 9b**

**PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES**

**La Puente Area Parks**

		<b>Annual Frequency</b>	<b>Cost Per Frequency</b>	<b>Annual Costs</b>
<b>FACILITY:</b> Sunshine Park 515 South Deepmead Avenue, La Puente				
SOW	<b>GROUP I</b>			
17	Mowing			
	a. General Turf Areas *	43	<u>580</u>	<u>\$ 24,940</u>
	<small>(Once per week, Apr thru Nov; every 2 weeks, Dec thru Mar)</small>			
18	Site Inspection and Reporting			
	a. Per Requirements *	43	<u>2</u>	<u>\$ 86.</u>
19	Management/Supervision			
	a. Group I Management/Supervision *	43	<u>2</u>	<u>\$ 86.</u>
SOW	<b>GROUP II</b>			
20	Mechanical Edging			
	a. Turf Areas	26	<u>18</u>	<u>\$ 468.</u>
	<small>(Once every 2 weeks)</small>			
	b. Ground Cover Areas	6	<u>12</u>	<u>\$ 72.</u>
	<small>(Once every other month)</small>			
21	Weed Removal			
	a. Walks, Beds, Planters, Hardscape	52	<u>38</u>	<u>\$ 1,976</u>
	<small>(Once every week)</small>			
	b. Bare Areas	12	<u>19</u>	<u>\$ 228.</u>
	<small>(Once every month)</small>			
22	Litter Control			
	a. Developed Areas	364	<u>8</u>	<u>\$ 2,912</u>
	<small>(Daily)</small>			
23	Empty Exterior Trash Containers	364	<u>8</u>	<u>\$ 2,912</u>
	<small>(Daily)</small>			
24	Trash Bin Contents-Removal From Site	104	<u>85</u>	<u>\$ 8,840</u>
	<small>(2 bins twice per week)</small>			
25	Raking			
	a. Turf Under Trees *	12	<u>6</u>	<u>\$ 72.</u>
	<small>(Once every month)</small>			
	b. Planter Beds and Planters	52	<u>11</u>	<u>\$ 572.</u>
	<small>(Once every week)</small>			
26	Clearance Pruning/Hedge Trimming			
	a. Tree Clearance	12	<u>14</u>	<u>\$ 168.</u>
	<small>(Once every month)</small>			
	b. Shrub Pruning *	12	<u>22</u>	<u>\$ 264.</u>
	<small>(Once every month)</small>			
	c. Hedge Shaping and Trimming *	12	<u>18</u>	<u>\$ 216.</u>
27	Sweeping			
	a. Concrete Surfaces, Walks, Steps, Parking Lot Corners, Tennis & Basketball Courts	364	<u>4</u>	<u>\$ 1,456</u>
	<small>(Daily)</small>			
	b. Picnic Table Pads *	364	<u>4</u>	<u>\$ 1,456</u>
	<small>(Daily)</small>			
	c. Picnic Shelters, Patios *	364	<u>4</u>	<u>\$ 1,456</u>
	<small>(Daily)</small>			
28	Washing			
	a. Patio/Designated Areas Used for Food Service	100	<u>3</u>	<u>\$ 300</u>
	<small>(Monday-Friday, July &amp; August)</small>			
	b. Picnic Shelters	52	<u>3</u>	<u>\$ 156.</u>
	<small>(Once every week, not to be performed on the same day as sweeping)</small>			
	c. Picnic Table Pads	52	<u>3</u>	<u>\$ 156</u>
	<small>(Once every week, not to be performed on the same day as sweeping)</small>			

**Appendix B, Exhibit 9b**

**PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES**

**La Puente Area Parks**

		Annual Frequency	Cost Per Frequency	Annual Costs
	<b>FACILITY: Sunshine Park</b> 515 South Deepmead Avenue, La Puente			
29	Graffiti Control			
	a. Interior (Daily)	364	<u>1</u>	<u>\$ 364-</u>
	b. Exterior (Daily)	364	<u>1</u>	<u>\$ 364-</u>
30	Sand and/or Playground Surfaces Play Area			
	a. Safety Inspect Playground Site & Equipment (Daily)	364	<u>2</u>	<u>\$ 728-</u>
	b. Maintain Sand and/or Playground Area(s) (Daily)	364	<u>2</u>	<u>\$ 728</u>
	c. Sweep Walks Around Play Area & Return Sand to Play Area (Daily)	364	<u>2</u>	<u>\$ 728-</u>
	d. Fibar Replacement - Fitness Zone (Replace Fibar annually as instructed by Director)	1	<u>390</u>	<u>\$ 390-</u>
31	Picnic Areas & Similar Appurtenances			
	a. Daily Operations * (Daily)	364	<u>4</u>	<u>\$ 1,456</u>
	b. Weekly Operations (Once every week)	52	<u>6</u>	<u>\$ 312</u>
32	Drinking Fountains			
	a. Daily Operations * (Daily)	364	<u>1</u>	<u>\$ 364</u>
33	Aerification (Task performed twice per year from April thru November)	2	<u>112</u>	<u>\$ 224-</u>
34	Fertilization (Task performed once annually as instructed by Director)	1	<u>429</u>	<u>\$ 429-</u>
35	Rodent Control			
	a. Per Specification - Section 35.1 (Once every month)	12	<u>6</u>	<u>\$ 72-</u>
	b. Per Specification - Section 35.2 (Tasks performed prior to each mowing frequency)	43	<u>8</u>	<u>\$ 344-</u>
36	Swales and Drains (Once every week)	52	<u>12</u>	<u>\$ 624</u>
37	Service Yards and Storage Areas (Once every month)	12	<u>2</u>	<u>\$ 24-</u>
39	Site Inspection and Reporting			
	a. Per Requirements	364	<u>2</u>	<u>\$ 728</u>
40	Management/Supervision			
	a. Group II Management/Supervision	364	<u>2</u>	<u>\$ 728</u>
sow	<b>GROUP III</b>			
41	Sports Field Maintenance			
	a. Ballfield Preparation for each Diamond Per Recreation Schedule (Daily each field, 1 x 364)	364	<u>4</u>	<u>\$ 1,456</u>
	b. Periodic Preparations for each Diamond (Once every month each field, 1 x 12)	12	<u>16</u>	<u>\$ 192</u>
	c. Detailing Sports Field Areas (Once every two weeks each field, 1 x 26)	26	<u>18</u>	<u>\$ 468-</u>
42	Site Inspection and Reporting			
	a. Per Requirements	364	<u>2</u>	<u>\$ 728</u>
43	Management/Supervision			
	a. Group III Management/Supervision	364	<u>2</u>	<u>\$ 728</u>

**Appendix B, Exhibit 9b**

**PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES**

**La Puente Area Parks**

		Annual Frequency	Cost Per Frequency	Annual Costs
<b>FACILITY:</b> Sunshine Park				
515 South Deepmead Avenue, La Puente				
<b>SOW GROUP IV</b>				
44	<b>Building Maintenance</b>			
	<b>a. Basic Interior Building Maintenance</b>			
	Level I - Requires full agreement mandates plus additional stipulated functions (Tasks performed daily, 6 days per week, Monday thru Saturday)	312	<u>3</u>	\$ 936
	Level II - Requires full agreement mandates (Tasks performed 3 times per week, Tuesday, Thursday, Sunday)	156	<u>4</u>	\$ 624
45	<b>b. Periodic Interior Building Maintenance</b>			
	<b>Weekly *</b> (Once every week)	52	<u>5</u>	\$ 260.
	<b>Monthly *</b> (Once every month)	12	<u>8</u>	\$ 96.
47	<b>Inspect/Replace Exterior Security Lights*</b> (Once every month)	12	<u>1</u>	\$ 12.
48	<b>Hose Off Exterior of Building and Adjacent Plants</b> (Once every month)	12	<u>2</u>	\$ 24.
49	<b>Clean Interior and Exterior Storage and Maintenance Rooms</b> (Once every month)	12	<u>2</u>	\$ 24.
50	<b>Daily Restroom Maintenance</b>			
	<b>a. Comfort Stations *</b>			
	First cleaning prior to 8 am (Daily)	364	<u>3</u>	\$ 1,092
	Second cleaning after 1 pm & before 2:30 pm (Daily)	364	<u>3</u>	\$ 1,092
51	<b>Weekly Restroom Maintenance</b>			
	<b>a. Comfort Stations *</b> (Tasks Performed once per week)	52	<u>4</u>	\$ 208.
52	<b>Monthly Restroom Maintenance</b>			
	<b>a. Comfort Stations *</b> (Tasks performed once every month)	12	<u>5</u>	\$ 60.
53	<b>Site Inspection and Reporting</b>			
	<b>a. Per Requirements</b>	364	<u>2</u>	\$ 728.
54	<b>Management/Supervision</b>			
	<b>a. Group IV Management/Supervision</b>	364	<u>2</u>	\$ 728
<b>SOW GROUP V</b>				
55	<b>Chemical Application</b>			
	<b>a. Turf - detailing general turf areas with systemic herbicides</b> (Once every month)	12	<u>34</u>	\$ 408
	<b>b. Beds, Planters, Walkways, Hard Surfaces, Picnic Areas, Undeveloped Areas, Drainage Areas, Play Areas, Patios, Walkways, Curbs, Gutters, Expansion Joints, Roadways, Stream Beds - with systemic herbicides</b> (Once every month)	12	<u>42</u>	\$ 504.
56	<b>c. Broadleaf Control in Turf Areas*</b> (Task performed once annually as instructed by Director)	1	<u>113</u>	\$ 113.
58	<b>Site Inspection and Reporting</b>			
	<b>a. Per Requirements</b>	12	<u>2</u>	\$ 24.
59	<b>Management/Supervision</b>			
	<b>a. Group V Management/Supervision</b>	12	<u>2</u>	\$ 24.

**Appendix B, Exhibit 9b**

**PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES**

**La Puente Area Parks**

		Annual Frequency	Cost Per Frequency	Annual Costs
<b>FACILITY:</b> Sunshine Park				
515 South Deepmead Avenue, La Puente				
SOW	<b>GROUP VI</b>			
60	<b>Irrigation/Watering</b>			
	a. Valve Box Integrity and Visual System Check (Daily)	364	<u>2</u>	\$ 728
	b. Inspect and Make Adjustments (Once every week)	52	<u>32</u>	\$ 1,664
61	Test System for Operability, Ongoing Repair of System Components and Response to Intermittent Malfunctions (Once every week)	52	<u>59</u>	\$ 3,068
62	Site Inspection and Reporting			
	a. Per Requirements	364	<u>2</u>	\$ 728
63	Management/Supervision			
	a. Group VI Management/Supervision	364	<u>2</u>	\$ 728
 <b>SOW SEASONAL SPECIALTY TASKS</b>		<b>Annual Frequency</b>		
64	43. Shrub and Tree Care/Pruning	N/A		
65	44. Cultivating <small>Tasks performed daily as indicated on the SOW</small>	N/A		
66	45. Renovation/Vertical Mowing	N/A		
67	46. Turf Reseeding/Restoration of Bare Areas	N/A		
68	47. Disease/Insect Control	N/A		
69	48. Plant Materials			
	a. Replacement <small>Tasks performed as indicated on the SOW</small>	N/A		
	b. Slope Bare Areas	N/A		

Appendix B, Exhibit 9b

PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

La Puente Area Parks

	Annual Frequency	Cost Per <u>Frequency</u>	Annual <u>Costs</u>
<p>FACILITY: Sunshine Park 515 South Deepmead Avenue, La Puente</p>			
<p><b>HOURS AND DAYS OF MAINTENANCE SERVICES</b></p>			
<p>a. For the months of November through April, 7:00 a.m. to 3:30 p.m.</p>			
<p>b. For the months of May through October, 6:00 a.m. to 2:30 p.m.</p>			

FACILITY: Sunshine Park  
515 South Deepmead Avenue, La Puente

**ANNUAL COSTS**

GROUP I	<u>25,112</u>
GROUP II	<u>32,287</u>
GROUP III	<u>3,572</u>
GROUP IV	<u>5,884</u>
GROUP V	<u>1,073</u>
GROUP VI	<u>6,916</u>
SEASONAL SPECIALTY TASKS	<u>N/A</u>
TOTAL ANNUAL COSTS \$	<u>74,844 -</u>



**Appendix B, Exhibit 9b  
PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES**

**La Puente Area Parks**

		Annual Frequency	Cost Per Frequency	Annual Costs
	<b>FACILITY:</b> East Agency Headquarters Complex 265 Cloverdale Drive, Baldwin Park			
SOW	<b>GROUP I</b>			
17	Mowing			
	a. General Turf Areas *	43	<u>15</u>	\$ <u>645.</u>
	<small>(Once per week, Apr thru Nov; every 2 weeks, Dec thru Mar)</small>			
18	Site Inspection and Reporting			
	a. Per Requirements *	43	<u>1</u>	\$ <u>43.</u>
19	Management/Supervision			
	a. Group I Management/Supervision *	43	<u>1</u>	\$ <u>43.</u>
SOW	<b>GROUP II</b>			
20	Mechanical Edging			
	a. Turf Areas	26	<u>2</u>	\$ <u>52.</u>
	<small>(Once every 2 weeks)</small>			
	b. Ground Cover Areas	6	<u>3</u>	\$ <u>18.</u>
	<small>(Once every other month)</small>			
21	Weed Removal			
	a. Walks, Beds, Planters, Hardscape	52	<u>4</u>	\$ <u>208.</u>
	<small>(Once every week)</small>			
22	Litter Control			
	a. Developed Areas	52	<u>2</u>	\$ <u>104.</u>
	<small>(Once every week)</small>			
23	Raking			
	a. Turf Under Trees *	12	<u>2</u>	\$ <u>24.</u>
	<small>(Once every month)</small>			
	b. Planter Beds and Planters	52	<u>2</u>	\$ <u>104.</u>
	<small>(Once every week)</small>			
26	Clearance Pruning/Hedge Trimming			
	a. Tree Clearance	12	<u>3</u>	\$ <u>36.</u>
	<small>(Once every month)</small>			
	b. Shrub Pruning *	12	<u>4</u>	\$ <u>48.</u>
	<small>(Once every month)</small>			
	c. Hedge Shaping and Trimming *	12	<u>5</u>	\$ <u>60.</u>
	<small>(Once every month)</small>			
27	Sweeping			
	a. Concrete Surfaces, Walks, Steps, Parking Lot Corners, Tennis & Basketball Courts	52	<u>2</u>	\$ <u>104.</u>
	<small>(Once every week)</small>			
33	Aerification	2	<u>28</u>	\$ <u>56.</u>
	<small>(Twice per year between Apr thru Nov as instructed by Director)</small>			
35	Rodent Control			
	a. Per Specification - Section 35.1	12	<u>4</u>	\$ <u>48.</u>
	<small>(Once every month)</small>			
	b. Per Specification - Section 35.2	43	<u>5</u>	\$ <u>215.</u>
	<small>(Task performed prior to each mowing frequency)</small>			
39	Site Inspection and Reporting			
	a. Per Requirements	52	<u>1</u>	\$ <u>52.</u>
40	Management/Supervision			
	a. Group II Management/Supervision	52	<u>1</u>	\$ <u>52.</u>

**Appendix B, Exhibit 9b**  
**PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES**

**La Puente Area Parks**

	Annual Frequency	Cost Per <u>Frequency</u>	Annual <u>Costs</u>
<b>FACILITY:</b> East Agency Headquarters Complex 265 Cloverdale Drive, Baldwin Park			
<b>GROUP III</b>	<u>Not Applicable</u>		
<b>GROUP IV</b>	<u>Not Applicable</u>		
<b>SOW GROUP V</b>			
55 Chemical Application			
a. Turf - detailing general turf areas with systemic herbicides (Once every month, March thru October, inclusive)	8	<u>18</u>	<u>\$ 144.</u>
b. Beds, Planters, Walkways, Hard Surfaces, Picnic Areas, Undeveloped Areas, Drainage Areas, Play Areas, Patios, Walkways, Curbs, Gutters, Expansion Joints, Roadways, Stream Beds - with systemic herbicides (Once every month)	12	<u>29</u>	<u>\$ 348.</u>
58 Site Inspection and Reporting			
a. Per Requirements	12	<u>2</u>	<u>\$ 24.</u>
59 Management/Supervision			
a. Group V Management/Supervision	12	<u>2</u>	<u>\$ 24.</u>
<b>SOW GROUP VI</b>			
60 Irrigation/Watering			
a. Valve Box Integrity and Visual System Check (Once every week)	52	<u>4</u>	<u>\$ 208.</u>
b. Inspect and Make Adjustments (Once every week)	52	<u>16</u>	<u>\$ 832.</u>
61 Test System for Operability, Ongoing Repair of System Components and Response to Intermittent Malfunctions (Once every week)	52	<u>22</u>	<u>\$1,144.</u>
62 Site Inspection and Reporting			
a. Per Requirements	52	<u>1</u>	<u>\$ 52.</u>
63 Management/Supervision			
a. Group VI Management/Supervision	52	<u>1</u>	<u>\$ 52.</u>

**Appendix B, Exhibit 9b  
PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES**

**La Puente Area Parks**

		<u>Annual Frequency</u>	<u>Cost Per Frequency</u>	<u>Annual Costs</u>
<b>FACILITY:</b>	East Agency Headquarters Complex 265 Cloverdale Drive, Baldwin Park			
<b>SOW</b>	<b>SEASONAL SPECIALTY TASKS</b>	<b>Annual Frequency</b>		
64	43. Shrub and Tree Care/Pruning	N/A		
65	44. Cultivating <small>Tasks performed daily as indicated on the SOW</small>	N/A		
66	45. Renovation/Vertical Mowing	N/A		
67	46. Turf Reseeding/Restoration of Bare Areas	N/A		
68	47. Disease/Insect Control	N/A		
69	48. Plant Materials a. Replacement <small>Tasks performed as indicated on the SOW</small> b. Slope Bare Areas	N/A  N/A		

**HOURS AND DAYS OF MAINTENANCE SERVICES**

- a. For the months of November through April, 7:00 a.m. to 3:30 p.m.
- b. For the months of May through October, 6:00 a.m. to 2:30 p.m.

**FACILITY:** East Agency Headquarters Complex  
265 Cloverdale Drive, Baldwin Park

**ANNUAL COSTS**

GROUP I	<u>731</u>
GROUP II	<u>1,181</u>
GROUP III	<u>N/A</u>
GROUP IV	<u>N/A</u>
GROUP V	<u>540</u>
GROUP VI	<u>2,288</u>

SEASONAL SPECIALTY TASKS N/A

**TOTAL ANNUAL COSTS \$ 4,740 .**

**Appendix B, Exhibit 9b**

**La Puente Area PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES**

	<u>Annual Frequency</u>	<u>Cost Per Frequency</u>	<u>Annual Costs</u>
<b>FACILITY: Avenue Park</b>			
553 South Fourth Avenue, La Puente			
<b>SOW GROUP I</b>			
17			
Mowing			
a. General Turf Areas *	43	<u>409</u>	<u>\$ 17,587</u>
<small>Apri thru Nov., Once per Week (35); Dec. thru Mar. (8)</small>			
b. Specialized Turf Areas *	N/A		
18			
Site Inspection and Reporting			
a. Per Requirements *	43	<u>2</u>	<u>\$ 86 -</u>
19			
Management/Supervision			
a. Group I Management/Supervision *	43	<u>2</u>	<u>\$ 86 -</u>
<b>SOW GROUP II</b>			
20			
Mechanical Edging			
a. Turf Areas	26	<u>12</u>	<u>\$ 312</u>
<small>(once every 2 wks)</small>			
b. Ground Cover Areas	6	<u>9</u>	<u>\$ 54 -</u>
<small>(Once every other month)</small>			
21			
Weed Removal			
a. Walks, Beds, Planters, Hardscape	52	<u>24</u>	<u>\$ 1,248</u>
<small>(Once every week)</small>			
b. Bare Areas	N/A		
c. Undeveloped Areas	N/A		
22			
Litter Control			
a. Developed Areas	364	<u>6</u>	<u>\$ 2,184</u>
<small>(Daily)</small>			
b. Undeveloped Areas	N/A		
23			
Empty Exterior Trash Containers	364	<u>6</u>	<u>\$ 2,184</u>
<small>(Daily)</small>			
24			
Trash Bin Contents-Removal From Site	156	<u>46</u>	<u>\$ 7,176</u>
<small>3 each (5 cubic yard bins) three times per week, Mon., Wed. &amp; Fri</small>			
25			
Raking			
a. Turf Under Trees *	12	<u>4</u>	<u>\$ 48 -</u>
<small>(Once per month)</small>			
b. Planter Beds and Planters	52	<u>9</u>	<u>\$ 468 -</u>
<small>(Once every week)</small>			
26			
Clearance Pruning/Hedge Trimming			
a. Tree Clearance	12	<u>10</u>	<u>\$ 120 -</u>
<small>(Once per month)</small>			
b. Shrub Pruning *	12	<u>16</u>	<u>\$ 192</u>
<small>(Once per month)</small>			
c. Hedge Shaping and Trimming *	12	<u>14</u>	<u>\$ 168 -</u>
<small>(Once per month)</small>			
d. Ground cover Thinning *	N/A		

**Appendix B, Exhibit 9b**

**La Puente Area PICNIC AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES**

	Annual Frequency	Cost Per Frequency	Annual Costs
27			
Sweeping			
a. Concrete Surfaces, Walks, Steps, Parking Lot Corners, (Daily)	364	<u>3</u>	<u>\$ 1,092</u>
b. Picnic Table Pads * (Daily)	364	<u>3</u>	<u>\$ 1092</u>
c. Picnic Shelters, Patios * (Task performed twice per week)	104	<u>3</u>	<u>\$ 312</u>
28			
Washing			
a. polystar Play Ground Surface (Once every week)	52	<u>2</u>	<u>\$ 104-</u>
b. Picnic Table Pads * Concrete Walks (Once every week)	52	<u>2</u>	<u>\$ 104-</u>
c. Skate Park (Once every week)	52	<u>4</u>	<u>\$ 208-</u>
29			
Graffiti Control			
a. Interior (Daily)	364	<u>1</u>	<u>\$ 364-</u>
b. Exterior (Daily)	364	<u>1</u>	<u>\$ 364-</u>
30			
Sand Play Area			
a. Safety Inspect Playground Site and Equipment* (Daily)	364	<u>2</u>	<u>\$ 728</u>
b. Maintain Sand Play Area(s) & Polystar Surface Per Specification No. 26* (Daily)	364	<u>2</u>	<u>\$ 728</u>
Per Specification No. 26.4.3 & 26.4.4 (Once per month)	12	<u>6</u>	<u>\$ 72-</u>
c. Sweep Walks Around Play Area & Return Sand to Play Area (Daily)	364	<u>2</u>	<u>\$ 728-</u>
d. Replace sand (Task performed once annually as instructed by the Director)	1	<u>285</u>	<u>\$ 285</u>
31			
Picnic Areas & Similar Appurtenances			
a. Daily Operations * (Daily)	364	<u>3</u>	<u>\$ 1,092</u>
b. Weekly Operations (Once every week)	52	<u>4</u>	<u>\$ 208</u>
32			
Drinking Fountains			
a. Daily Operations * (Daily)	364	<u>1</u>	<u>\$ 364</u>
33			
Aerification (Tasks performed twice annually from April thru November as instructed by Director)	2	<u>78</u>	<u>\$ 156</u>
34			
Fertilization	N/A		

**Appendix B, Exhibit 9b**

**La Puente Area PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES**

	Annual Frequency	Cost Per Frequency	Annual Costs
35 Rodent Control			
a. Per Specification - Section 35.1 (Once per month)	12	<u>4</u>	<u>\$ 48-</u>
b. Per Specification - Section 35.2 (Tasks performed prior to each moving frequency)	43	<u>6</u>	<u>\$ 258</u>
36 Swales and Drains (Once every week)	52	<u>10</u>	<u>\$ 520-</u>
37 Service Yards and Storage Areas (Once per month)	12	<u>2</u>	<u>\$ 24-</u>
39 Site Inspection and Reporting			
a. Per Requirements	364	<u>2</u>	<u>\$ 1,456</u>
40 Management/Supervision			
a. Group II Management/Supervision	364	<u>2</u>	<u>\$ 1,456</u>
<b>GROUP III</b>	<b>Not Applicable</b>		
<b>GROUP IV</b>			
44 Building Maintenance			
a. Basic Interior Building Maintenance	N/A		
Level I - Requires full agreement mandates plus additional stipulated functions*			
Level II - Requires full agreement mandates*	N/A		
45 Periodic Interior Building Maintenance			
Weekly *	N/A		
Monthly *	N/A		
46 Gymnasium	N/A		
47 Inspect/Replace Exterior Security Lights* (Once per month)	12	<u>1</u>	<u>\$ 12-</u>
48 Hose Off Exterior of Building and Adjacent Plants (Once per month)	12	<u>2</u>	<u>\$ 24-</u>
49 Clean Interior and Exterior Storage and Maintenance Rooms (Once per month)	12	<u>2</u>	<u>\$ 24-</u>
50 Daily Restroom Maintenance			
a. Interior Restrooms *	N/A		
b. Comfort Stations *			
First cleaning prior to 8 am (Daily)	364	<u>3</u>	<u>\$ 1,092</u>
Second cleaning after 1 pm & before 2:30 pm (Daily)	364	<u>3</u>	<u>\$ 1,092</u>
51 Weekly Restroom Maintenance			
b. Comfort Stations * (Once every week)	52	<u>4</u>	<u>\$ 208</u>

**Appendix B, Exhibit 9b**

**La Puente Area Park BILLING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES**

	<u>Annual Frequency</u>	<u>Cost Per Frequency</u>	<u>Annual Costs</u>
50 Monthly Restroom Maintenance b. Comfort Stations * (Once per month)	12	<u>5</u>	<u>\$ 60 -</u>
53 Site Inspection and Reporting a. Per Requirements	364	<u>2</u>	<u>\$ 728</u>
54 Management/Supervision a. Group IV Management/Supervision	364	<u>2</u>	<u>\$ 728</u>
<b>SOW GROUP V</b>			
55 Chemical Application a. Turf - detailing general turf areas with systemic herbicides (Once per month)	12	<u>22</u>	<u>\$ 264 -</u>
b. Beds, Planters, Walkways, Hard Surfaces, Picnic Areas, Undeveloped Areas, Drainage Areas, Play Areas, Patios, Walkways, Curbs, Gutters, Expansion Joints, Roadways, Stream Beds - with systemic herbici (Once per month)	12	<u>28</u>	<u>\$ 336</u>
56 Broadleaf Control in Turf Areas* (Task performed once annually as instructed by the Director)	1	<u>64</u>	<u>\$ 64 -</u>
57 Algae and Aquatic Growth Control*	N/A		
58 Site Inspection and Reporting a. Per Requirements	12	<u>2</u>	<u>\$ 24 -</u>
59 Management/Supervision a. Group V Management/Supervision	12	<u>2</u>	<u>\$ 24 -</u>
<b>SOW GROUP VI</b>			
60 Irrigation/Watering a. Valve Box Integrity and Visual System Check (Daily)	364	<u>2</u>	<u>\$ 728 -</u>
b. Inspect and Make Adjustments (Once per month)	12	<u>33</u>	<u>\$ 396 -</u>
61 Test System for Operability, Ongoing Repair of System Components and Response to Intermittent Malfunctions (Once every week)	52	<u>42</u>	<u>\$ 2,184</u>
62 Site Inspection and Reporting a. Per Requirements	364	<u>1</u>	<u>\$ 364 -</u>
63 Management/Supervision a. Group VI Management/Supervision	364	<u>1</u>	<u>\$ 364 -</u>

**Appendix B, Exhibit 9b**

**La Puente Area PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES**

SOW	SEASONAL SPECIALTY TASKS	Annual Frequency Annual Frequency	Cost Per <u>Frequency</u>	Annual <u>Costs</u>
64	43. Shrub and Tree Care/Pruning	N/A		
65	44. Cultivating <small>Tasks performed daily as indicated on the SOW</small>	N/A		
66	45. Renovation/Vertical Mowing	N/A		
67	46. Turf Reseeding/Restoration of Bare Areas	N/A		
68	47. Disease/Insect Control	N/A		
69	48. Plant Materials			
	a. Replacement <small>Tasks performed as indicated on the SOW</small>	N/A		
	b. Slope Bare Areas	N/A		

**HOURS AND DAYS OF MAINTENANCE SERVICES**

- a. For the months of November through April, 7:00 a.m. to 3:30 p.m.
- b. For the months of May through October, 6:00 a.m. to 2:30 p.m.

**FACILITY:** Avenue Park  
553 South Fourth Avenue, La Puente

**ANNUAL COSTS**

GROUP I	<u>17,759</u>
GROUP II	<u>25,917</u>
GROUP III	<u>N/A</u>
GROUP IV	<u>3,968</u>
GROUP V	<u>712</u>
GROUP VI	<u>4,036</u>
SEASONAL SPECIALTY TASKS	<u>N/A</u>
<b>TOTAL ANNUAL COSTS</b>	<b><u>\$ 52,392 -</u></b>



Appendix B, Exhibit 9b  
PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

LA PUENTE AREA PARKS  
COSTS SUMMARY

<u>Facility</u>	<u>ANNUAL COSTS</u>
Avocado Heights	<u>\$ 85,536.00</u>
Basset Park	<u>\$ 103,704.00</u>
Allen J. Martin Park	<u>\$ 69,504.00</u>
Rimgrove Park	<u>\$ 101,580.00</u>
San Angelo Park	<u>\$ 90,888.00</u>
Sunshine Park	<u>\$ 74,844.00</u>
East Agency HQ	<u>\$ 4,740.00</u>
Avenue Park	<u>\$ 52,392.00</u>
TOTAL ANNUAL COSTS	<u>\$ 583,188.00</u>

# SECTION D

## Quality Control Plan

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

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

Lorenzo Gomez, Account Manager, will be responsible for the overall management of the landscape maintenance operations. Mr. Gomez has extensive landscape field experience and has been employed with our company for over 35 years. A landscape maintenance foreman will also be assigned to oversee and supervise the day to day landscape maintenance work of our crews.

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

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

Please see the attached sample forms that are used in our frequent monitoring.

- Irrigation Log – will be provided to our Irrigation Technicians to mark each controller and site location inspected. They will report their inspection finding, such as valves not working, sprinkler replacements, etc. These irrigation inspection reports will be provided to Los Angeles County Parks and Recreation Contract Monitors. (See Attached)
- Field Deficiency Report – will be filled out by the Foreman and Supervisor to be given to the Account Manager for all deficiencies in the landscape. (See Attached)

- Daily Inspection Reports – will be furnished to our crew Foreman to mark all items that are completed on scheduled days (See Attached)
- Task Schedule – will be furnished to our Account Manager outlining the Statement of Work in our contract. (See Attached)
- Authorization for Work – will be furnished to our Account Manager to obtain approval from the Los Angeles County Parks and Recreation Contract Monitors for contract extras which require approval prior to work being performed. (See Attached)

Any claims for damage to personal or Los Angeles County Parks property will be handled by Contract Compliance Manager, Veronica Avila. Ms. Avila will gather the information from the claimant and work directly with our Account Manager and Foreman to resolve the situation. Should a conflict of interest situation occur at any time, David Melito, President will be immediately notified to investigate and handle the situation.





# Parkwood

## FIELD DEFICIENCY REPORT

Date: \_\_\_\_\_

Reported to: \_\_\_\_\_

Job: \_\_\_\_\_

Location: \_\_\_\_\_

Deficiency to Report: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reported by: \_\_\_\_\_

## Monthly Landscape Inspection Report

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

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

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

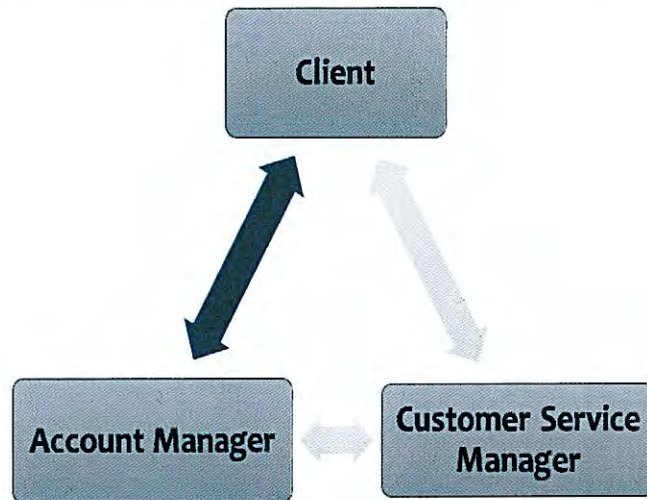


FREQUENCY	TASK	DESCRIPTION	S	M	T	W	T	F	S
Weekly	Trash Bin Removal	Remove trash bin contents from Site			X				
Monthly (Week 3)	Raking	Remove accumulated leaves from beds, planters and turf areas under trees and all other landscape areas.			X				
Monthly (Week 3)	Raking	Turf under trees		X					
Weekly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

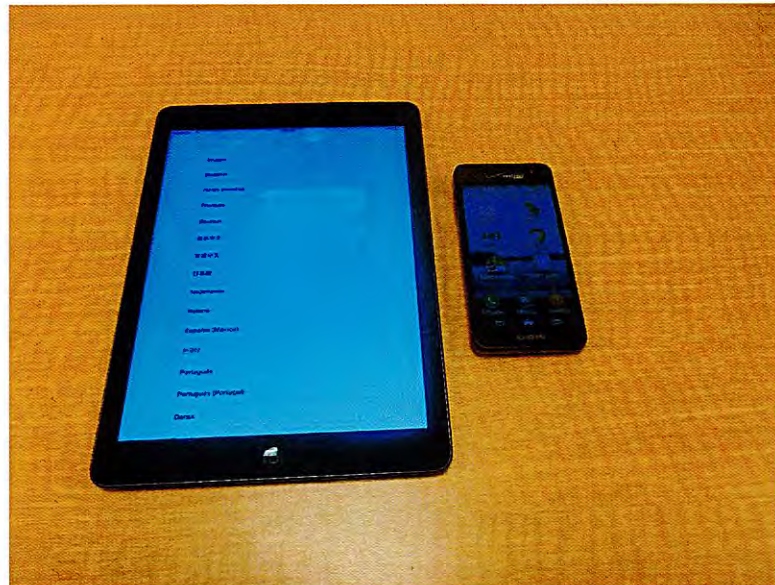


## Client Communication

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



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



## Traffic Safety



Parkwood account managers and foreman are California – Combination Work Zone Traffic Control Technician & Flagger Training Course Certified. Parkwood workers are educated in basic fundamentals of traffic controls in accordance with the current California Manual on Uniform Traffic Control Devices (MUTCD) (Referred to in the California Vehicle Code, Section 21400).

### Safety Equipment

- Traffic control signs designated for each truck
- Traffic safety cones designated for each truck.
- All PPE to include ear protection, safety glasses, gloves, etc.
- Safety vests with company logo
- Company Uniform to identify Contractor

### Crew Time Tracking

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

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

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

## Green Waste Initiative

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

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

## Peterbilt Roll-off Truck



40 yd. Dumpster Bin



# Integrated Pest Management Plan

## Introduction

Our Pest Control Advisor, Will Harrison, will provide all pesticide recommendations tailored specifically to the site locations. An integrated pest management plan approach will be recommend based on site location, soil conditions and exposure. Soil tests will be performed for various site locations to determine soil conditions in order to recommend fertilizers and receive the best results from each fertilizer application.

Pests are populations of living organism (animals, plants, or microorganism) that interfere with the health and safety of the general public.

Integrated Pest Management (IPM) is an approach that establishes a sustainable approach to managing pests by combining biological, cultural, physical and chemical tools in a way that minimizes economic, health and environmental risks.

Parkwood Landscape Maintenance, Inc. has adopted this Integrated Pest Management Plan for the grounds Parkwood Landscape Maintenance, Inc. manages. The plan outlines procedures to be followed to protect the health and safety of the public from pest and pesticide hazards. The plan is designed to voluntarily comply with policies and regulations promulgated by the Department of Pesticide Regulations.

Objectives of this IPM plan include:

- Elimination of significant threats caused by pests to the health and safety of the public.
- Prevention of loss or damage to hardscape or property by pests.
- Protection of environmental quality.

This IPM plan will be stored in the office of the IPM Coordinator.

## IPM Coordinator

The Parkwood Landscape Maintenance Inc. IPM Coordinator, (Will Harrison, 562-412-6094) shall be responsible to implement and maintain the IPM plan and coordinate pest management-related communications between Parkwood Landscape Maintenance, Inc. and its clients.

## IPM Committee

Parkwood Landscape Maintenance, Inc. will maintain an IPM or other safety-

related committee with responsibility for annual review of the IPM program and for assisting the IPM Coordinator in resolving pest-related issues. The committee will address IPM issues as needed and at least annually. Membership will include the IPM Coordinator and two Pest Control Advisors (PCA).

### **Record Keeping & Public Access to Information**

Parkwood Landscape Maintenance, Inc. will maintain records of all applications. Information regarding pest management activities will be made available upon request from the Parkwood Landscape Maintenance, Inc. administrative office.

### **Training**

All Parkwood Landscape Maintenance, Inc team members will be provided with training on Parkwood Landscape Maintenance, Inc.'s IPM policy at hire and during annual update training. Training will include the rationale for the IPM policy and program.

Additionally, designated staff including the IPM Coordinator and those who conduct regular inspections of Parkwood Landscape Maintenance, Inc. client jobsites and locations will receive advanced training on identifying pest infestations and pest-conducive conditions. This training will improve the ability of Parkwood Landscape Maintenance Inc. team members to comply with Parkwood Landscape Maintenance Inc.'s IPM policy and plan.

### **General IPM Strategies**

Pest management strategies may include education, exclusion, sanitation, maintenance, biological, mechanical controls, site-appropriate pesticides, habitat manipulation, modification of cultural practices and use of resistant varieties.

An Integrated Pest Management decision at Parkwood Landscape Maintenance, Inc. shall consist of the following steps:

1. Identify pest species.
2. Characterize pest populations and compare to established action thresholds.
3. Select the appropriate management tactics based on target organisms and on-site information.
4. Assess effectiveness of pest management.
5. Keep appropriate records.

Decisions concerning whether or not pesticides should be applied in a given situation will be based on a review of all available options. When it is determined that a pesticide must be used in order to meet pest management objectives, the least environmentally hazardous material, appropriate for the job, will be chosen.

All pesticide storage, transportation, and application will be conducted in accordance with the requirement of the Federal Insecticide, Fungicide, and



Rodenticide Act (7 United States Code 136 et seq.), Environmental Protection Agency regulations in 40 CFR, Occupational Safety and Health Administration regulations, Parkwood Landscape Maintenance, Inc's policies and procedures, and local ordinances.

No person shall apply, store, or dispose of any pesticide on Parkwood Landscape Maintenance, Inc. client jobsite locations without an appropriate pesticide applicator license. All pesticide applicators will be trained in the principles and practices of IPM and the use of pesticides approved for use by Parkwood Landscape Maintenance, Inc. All applicators must comply with the IPM policy and follow appropriate regulations and label precautions when using pesticides in or around client jobsite locations.

### **Parkwood Landscape Maintenance, Inc. Staff Roles**

Parkwood Landscape Maintenance, Inc. team members will provide support to assist the IPM Coordinator in maintaining a vibrant IPM program that minimizes pesticide use. Such support will include efforts to promptly address any issues that may detrimentally impact the IPM program.

Furthermore, Parkwood Landscape Maintenance, Inc team members will assist the IPM Coordinator in developing and delivering materials and programs for clients to educate them about the importance of a good Integrated Pest Management (IPM) program.

The IPM Coordinator is responsible for ensuring team members compliance with the IPM policy and plan.

### **Weed Control Strategies**

The following strategies will be used for encountered weeds:

- a. Identify the targeted weed population. Identifying the types of weeds present is a foundation for the entire program. This enables the IPM Coordinator to best tailor the program for each individual situation.
- b. Where practical, alternatives to chemical weed control methods will be considered.
- c. Characterize the severity of the weed population by location. Determining the density of the weed population is important. Some areas may require minimal management, while other areas, having significantly having higher densities of weeds, may require additional management inputs.
- d. When possible, prevent plant (weed) maturity which results in seed development. By minimizing the amount of new seed being introduced into the environment, this will reduce the need for additional chemical

control treatments.

- e. Prevent and inhibit the germination and development of weed population through the use of pre-emergent herbicides. Our Pest Control Advisor (PCA/IPM Coordinator) will identify and characterize the weed populations. After this evaluation is performed, determination will be made as to the most environmentally sound and efficacious materials to be utilized.
- f. After evaluation by the Parkwood Landscape Maintenance, Inc IPM Coordinator pre-emergent materials will be carefully chosen to minimize the amount of active ingredient that will be released into the environment while maintaining the level of weed control desired.
- g. Timing of pre-emergent herbicide applications should be done to coincide with time periods when weed seeds are preparing to germinate. Additionally, ensure no application of pesticides or fertilizers are applied to an area immediately prior to, during or immediately after a rain event, or when water is flowing off the area.
- h. When spraying for weeds in pavement cracks we will use hand held equipment for spot treatments only. No curb areas or asphalt areas will be sprayed.
- i. Any time trees are being treated; SGI's preferred method of treatment is trunk injections, not broadlake spray applications.
- j. Within four to eight weeks of these applications, evaluations will be made as to what, if any, weeds have broken through the pre-emergent treatments. The weeds will be characterized for density and type. Then appropriate treatments will be taken to eliminate them.
- k. After evaluation by Parkwood Landscape Maintenance, Inc IPM Coordinator post-emergent materials will be carefully chosen to minimize the amount of active ingredient that could be released into the environment while maintaining the level of weed control desired.

**COUNTY'S ADMINISTRATION**

CONTRACT NO. \_\_\_\_\_

**COUNTY PROJECT DIRECTOR:**

Name: Mr. Kenya Williams

Title: Regional Grounds Maintenance Supervisor

Address: 265 Cloverleaf Drive.  
Baldwin Park 91706

Telephone: 626-369-5958 Facsimile: \_\_\_\_\_

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

**COUNTY PROJECT MANAGER:**

Name: Henry Brouwer

Title: Assistant Regional Grounds Maintenance Supervisor

Address: 265 Cloverleaf Drive.  
Baldwin Park 91706

Telephone: 626-369-5958 Facsimile: \_\_\_\_\_

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

**COUNTY CONTRACT PROJECT MONITOR:**

Name: TBD

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
 \_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**CONTRACTOR'S ADMINISTRATION****CONTRACTOR'S NAME:** Parkwood Landscape Maintenance**CONTRACT NO:** La Puente Area Parks**CONTRACTOR'S PROJECT MANAGER:** Fidel Gomez

Name: Fidel Gomez  
 Title: Regional Account Manager  
 Address: 16443 Hart Street, Van Nuys CA 91406

Telephone: 818-988-9697  
 Facsimile: 818-988-4934  
 E-Mail Address: fgomez@parkwoodlandscape.com

**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**

Name: David Melito  
 Title: President  
 Address: 16443 Hart Street, Van Nuys CA 91406

Telephone: 818-988-9697  
 Facsimile: 818-988-4934  
 E-Mail Address: dmelito@parkwoodlandscape.com

Name: Veronica Avila  
 Title: Contract Compliance Manager  
 Address: 16443 Hart Street, Van Nuys CA 91406

Telephone: 818-988-9697  
 Facsimile: 818-988-4934  
 E-Mail Address: vavila@parkwoodlandscape.com

**Notices to Contractor shall be sent to the following:**

Name: David Melito  
 Title: President  
 Address: 16443 Hart Street, Van Nuys CA 91406

Telephone: 818-988-9697  
 Facsimile: 818-988-4934  
 E-Mail Address: dmelito@parkwoodlandscape.com

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR NAME Parkwood Landscape Maintenance, Inc. Contract No. La Puente Area Parks

**GENERAL INFORMATION:**

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

**CONTRACTOR ACKNOWLEDGEMENT:**

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

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

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

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

SIGNATURE: 

DATE: 07 / 31 / 2024

PRINTED NAME: Veronica Avila

POSITION: Contract Compliance Manager

# 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](http://BabySafeLA.org) to learn more.

No shame | No blame | No names

ANY FIRE STATION.  
ANY HOSPITAL.  
ANY TIME.

1.877.222.9723  
[BabySafeLA.org](http://BabySafeLA.org)

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



No shame | No blame | No names





## FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

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

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

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

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

## ANSWERS TO YOUR QUESTIONS

### Who is legally allowed to surrender the baby?

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

### Do you need to call ahead before surrendering a baby?

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

### What information needs to be provided?

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

### What happens to the baby?

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

### What happens to the parent or surrendering adult?

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

### How can a parent get a baby back?

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

### If you're unsure of what to do:

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

**1.877.222.9723 or BabySafeLA.org**

English, Spanish and 140 other languages spoken.





COUNTY OF LOS ANGELES  
LIVING WAGE PROGRAM

PAYROLL STATEMENT OF COMPLIANCE

I, \_\_\_\_\_, \_\_\_\_\_  
(Name of Owner or Company Representative) (Title)

Do hereby state:

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

# Smoking Ban Ordinance

## **ORDINANCE NO. 2009-0044**

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

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

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

### **17.04.035 Contract-operated facilities.**

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

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

### **17.04.185 Smoking.**

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

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

### **17.04.645 Smoking Prohibited,**

Smoking shall be prohibited at all parks, except:

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

[1704035CSCC]



# Contribution and Agent Declaration Form

This form must be completed separately by all bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles ("County").

Pursuant to the Levine Act (Government Code section 84308), a member of the Board of Supervisors, other elected County officials (the Sheriff, Assessor, and the District Attorney), and other County employees and/or officers ("County Officers") are disqualified and not able to participate in a proceeding involving contracts, franchises, licenses, permits and other entitlements for use if the County Officer received more than \$250 in contributions in the past 12 months from the bidder, proposer or applicant, any paid agent of the bidder, proposer, or applicant, or any financially interested participant who actively supports or opposes a particular decision in the proceeding.

**State law requires you to disclose information about contributions made by you, your company, and lobbyists and agents paid to represent you. Failure to complete the form in its entirety may result in significant delays in the processing of your application and potential disqualification from the procurement or application process.**

**You must fully answer the applicable questions below. You ("Declarant"), or your company, if applicable, including all entities identified below (collectively, "Declarant Company") must also answer the questions below. The term "employee(s)" shall be defined as employees, officers, partners, owners, or directors of Declarant Company.**

**An affirmative response to any questions will not automatically cause the disqualification of your bid/proposal, or the denial of your application for a license, permit or other entitlement. However, failure to answer questions completely, in good faith, or providing materially false answers may subject a bidder/proposer to disqualification from the procurement.**

*This material is intended for use by bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles and does not constitute legal advice. If you have questions about the Levine Act and how it applies to you, you should call your lawyer or contact the Fair Political Practices Commission for further guidance.*



# Contribution and Agent Declaration Form

Complete each section below. State "none" if applicable.

## A. COMPANY OR APPLICANT INFORMATION

1) Declarant Company or Applicant Name:

---

- a) If applicable, identify all subcontractors that have been or will be named in your bid or proposal:
  
  - b) If applicable, variations and acronyms of Declarant Company's name used within the past 12 months:
  
  - c) Identify all entities or individuals who have the authority to make decisions for you or Declarant Company about making contributions to a County Officer, regardless of whether you or Declarant Company have actually made a contribution:
- 

### [IF A COMPANY, ANSWER QUESTIONS 2 - 3]

- 2) Identify only the Parent(s), Subsidiaries and Related Business Entities that Declarant Company has controlled or directed, or been controlled or directed by. "Controlled or directed" means shared ownership, 50% or greater ownership, or shared management and control between the entities.
  - a) Parent(s):
  
  - b) Subsidiaries:
  
  - c) Related Business Entities:
  
- 3) If Declarant Company is a closed corporation (non-public, with under 35 shareholders), identify the majority shareholder.



# Contribution and Agent Declaration Form

4) Identify all entities (proprietorships, firms, partnerships, joint ventures, syndicates, business trusts, companies, corporations, limited liability companies, associations, committees, and any other organization or group of persons acting in concert) whose contributions you or Declarant Company have the authority to direct or control.

5) Identify any individuals such as employees, agents, attorneys, law firms, lobbyists, and lobbying firms who are or who will act on behalf of you or Declarant Company and who will receive compensation to communicate with a County Officer regarding the award or approval of **this** contract or project, license, permit, or other entitlement for use.

*(Do **not** list individuals and/or firms who, as part of their profession, either (1) submit to the County drawings or submissions of an architectural, engineering, or similar nature, **or** (2) provide purely technical data or analysis, **and** who will not have any other type of communication with a County agency, employee, or officer.)*

6) If you or Declarant Company are a 501(c)(3) non-profit organization, identify the compensated officers of your organization and the compensated members of your board.

## B. CONTRIBUTIONS

1) Have you or the Declarant Company solicited or directed your employee(s) or agent(s) to make contributions, whether through fundraising events, communications, or any other means, to a County Officer in the past 12 months? If so, provide details of each occurrence, including the date.

Date (contribution solicited, or directed)	Recipient Name (elected official)	Amount

\*Please attach an additional page, if necessary.



# Contribution and Agent Declaration Form

2) Disclose all contributions made by you or any of the entities and individuals identified in Section A to a County officer in the past 12 months.

Date (contribution made)	Name (of the contributor)	Recipient Name (elected official)	Amount

\*Please attach an additional page, if necessary.

### C. DECLARATION

By signing this Contribution and Agent Declaration form, you (Declarant), or you and the Declarant Company, if applicable, attest that you have read the entirety of the Contribution Declaration and the statements made herein are true and correct to the best of your knowledge and belief. (Only complete the one section that applies.)

There are \_\_\_\_\_ additional pages attached to this Contribution Declaration Form.

#### **COMPANY BIDDERS OR APPLICANTS**

I, \_\_\_\_\_ (Authorized Representative), on behalf of \_\_\_\_\_ (Declarant Company), at which I am employed as \_\_\_\_\_ (Title), attest that after having made or caused to be made a reasonably diligent investigation regarding the Declarant Company, the foregoing responses, and the explanation on the attached page(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject Declarant Company to consequences, including disqualification of its bid/proposal or delays in the processing of the requested contract, license, permit, or other entitlement.

#### **IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:**

By signing this Contribution and Agent Declaration form, you also agree that, if Declarant Company hires an agent, such as, but not limited to, an attorney or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, you agree to inform the County of the identity of the agent or lobbyist and the date of their hire. You also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County officer (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by the Declarant Company, or, if applicable, any of the Declarant Company's proposed subcontractors, agents, lobbyists, and employees who have communicated or will communicate with the County about this contract, license, permit, or other entitlement after



# Contribution and Agent Declaration Form

the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

*Daniel Merito*

Signature

Date

## **INDIVIDUAL BIDDERS OR APPLICANTS**

I, \_\_\_\_\_, declare that the foregoing responses and the explanation on the attached sheet(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject me to consequences, including disqualification of my bid/proposal or delays in the processing of the requested license, permit, or other entitlement.

## **IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:**

If I hire an agent or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, I agree to inform the County of the identity of the agent or lobbyist and the date of their hire. I also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County official (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by me, or an agent such as, but not limited to, a lobbyist or attorney representing me, that are made after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

*Daniel Merito*

Signature

Date

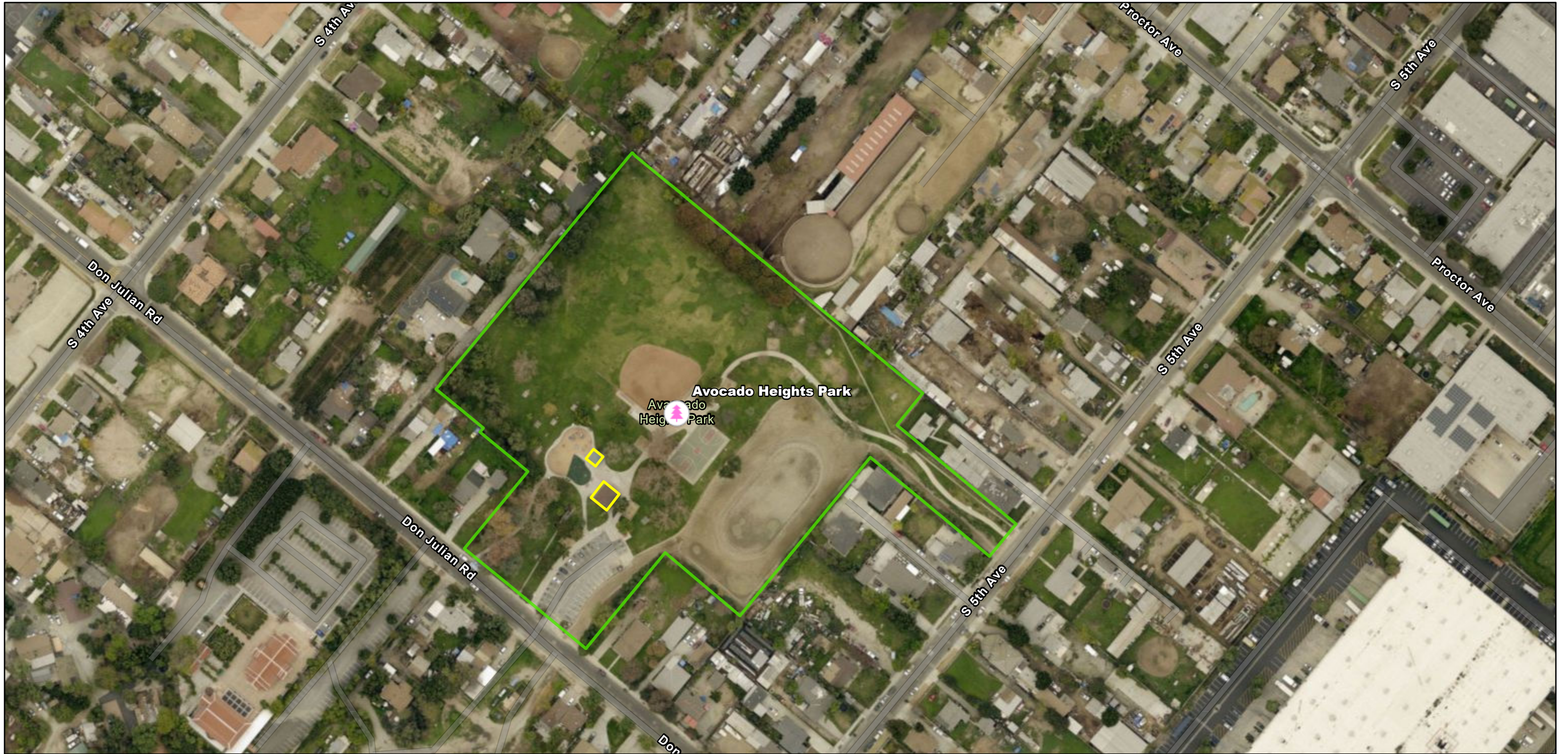
## **EXHIBIT K – FACILITY SITE MAPS**

### **1. La Puente Area Parks (Park Maintenance):**

- Avocado Heights Park
- Basset Park
- Allen J. Martin Park
- Rimgrove Park
- San Angelo Park
- Sunshine Park
- East Agency HQ
- Avenue Park







# Avocado Heights Park

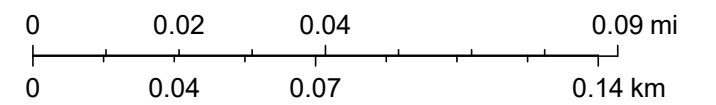


11/16/2023, 2:47:18 PM

DPR Parks (Points)

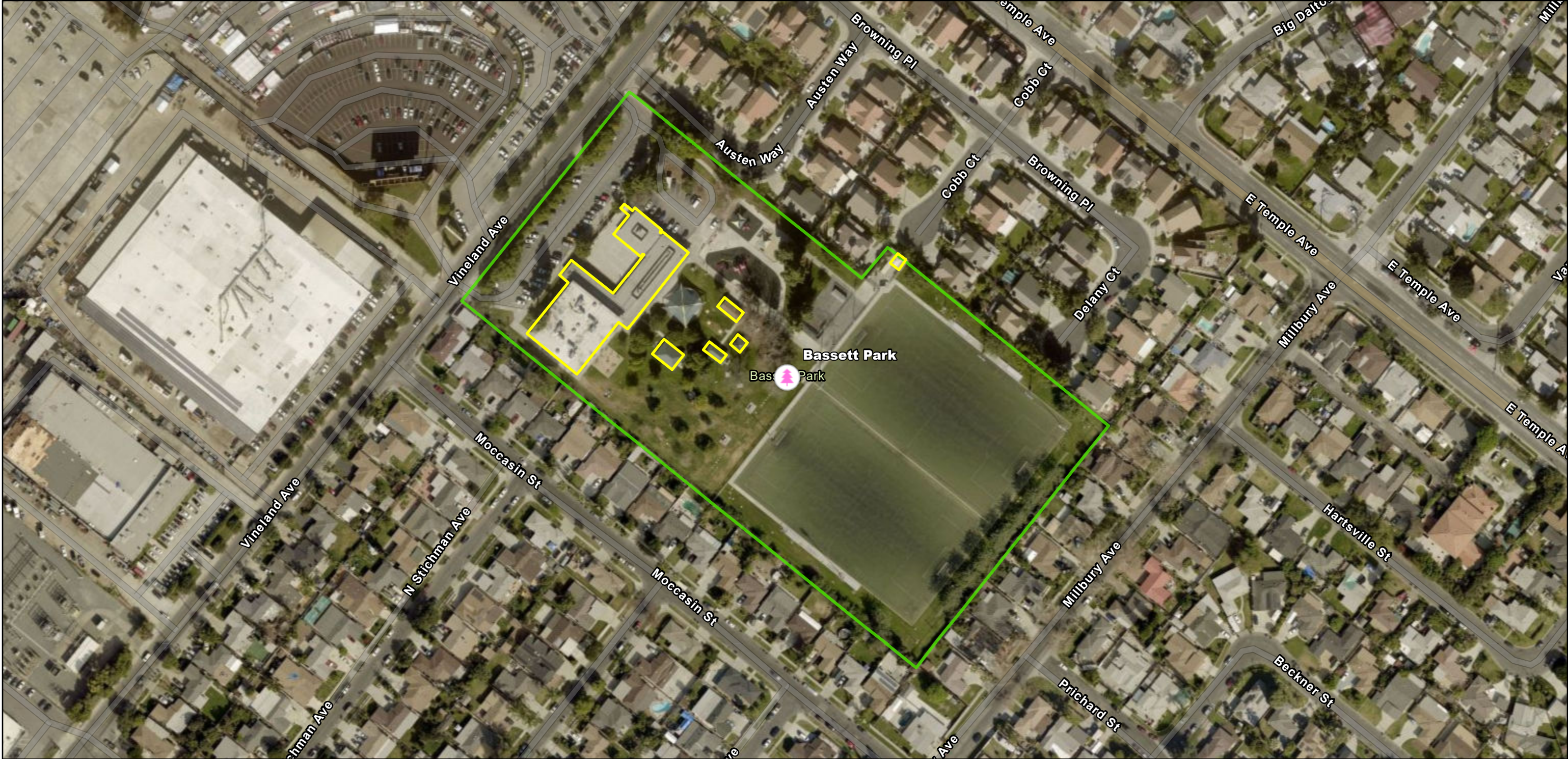
-  East
-  DPR Park Buildings
-  DPR Park Facilities View - County Parks (Outline)
-  2021 Supervisorial Districts (Black)

1:2,257







Esri Community Maps Contributors, County of Los Angeles, California State Parks, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA

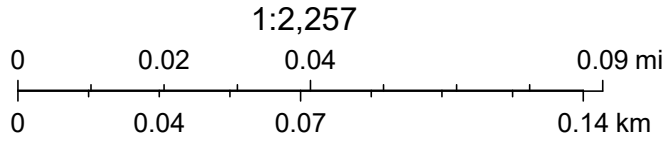
# Bassett Park



11/16/2023, 2:57:04 PM

DPR Parks (Points)

-  East
-  DPR Park Buildings
-  DPR Park Facilities View - County Parks (Outline)
-  2021 Supervisorial Districts (Black)







Esri Community Maps Contributors, County of Los Angeles, California State Parks, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA

# Allen J. Martin Park

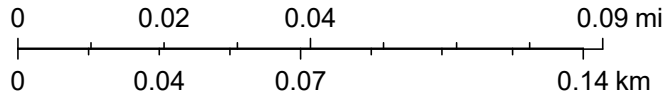


11/16/2023, 3:07:20 PM

DPR Parks (Points)

-  East
-  DPR Park Buildings
-  DPR Park Facilities View - County Parks (Outline)
-  2021 Supervisorial Districts (Black)

1:2,257







Esri Community Maps Contributors, City of West Covina, County of Los Angeles, California State Parks, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/ NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA

# Ringrove Park

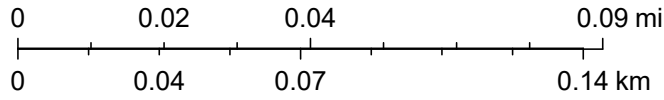


11/16/2023, 5:48:23 PM

DPR Parks (Points)

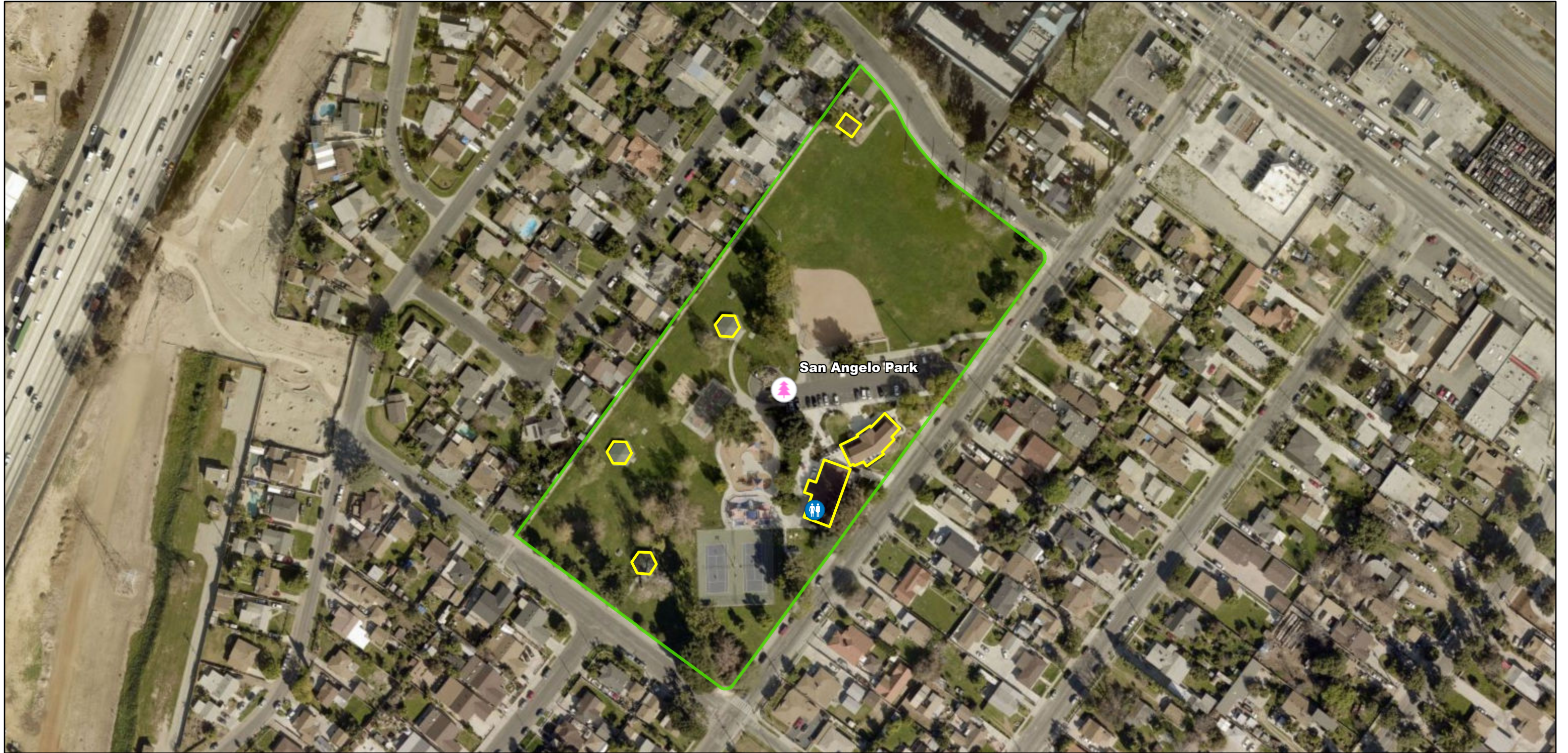
-  East
-  DPR Park Buildings
-  DPR Park Facilities View - County Parks (Outline)
-  2021 Supervisorial Districts (Black)

1:2,257








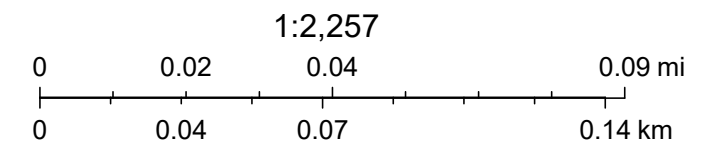
Esri Community Maps Contributors, City of West Covina, County of Los Angeles, California State Parks, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/ NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA

# San Angelo Park



11/16/2023, 6:02:10 PM

- DPR Parks (Points)  DPR Park Buildings
-  East  DPR Park Facilities View - County Parks (Outline)
-  DPR Restrooms  2021 Supervisorial Districts (Black)



# Sunshine Park



11/16/2023, 6:07:19 PM

DPR Parks (Points)



East



DPR Park Buildings

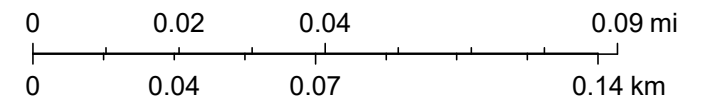


DPR Park Facilities View - County Parks (Outline)



2021 Supervisorial Districts (Black)

1:2,257



# East Agency HQ Complex



11/16/2023, 6:18:05 PM

DPR Parks (Points)



Admin

DPW Existing Bikeways



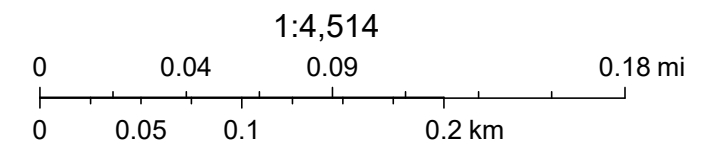
Bike Path



DPR Park Facilities View - County Parks (Outline)



2021 Supervisorial Districts (Black)



# Avenue Park



11/16/2023, 6:09:39 PM

DPR Parks (Points)

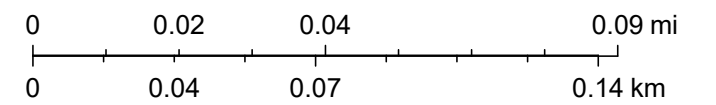


East

 DPR Park Facilities View - County Parks (Outline)

 2021 Supervisorial Districts (Black)

1:2,257







**CONTRACT BY AND BETWEEN**

**COUNTY OF LOS ANGELES  
DEPARTMENT OF PARKS AND RECREATION**

**AND**

**MARIPOSA LANDSCAPES, INC.**

**FOR**

**MOWING SERVICES**

**FOR THE**

**FRANK G. BONELLI REGIONAL PARK**

**TABLE OF CONTENTS**

<b><u>PARAGRAPH</u></b>	<b><u>PAGE</u></b>
<b>RECITALS</b> .....	<b>1</b>
<b>1.0 APPLICABLE DOCUMENTS</b> .....	<b>2</b>
<b>2.0 DEFINITIONS</b> .....	<b>2</b>
2.1 Standard Definitions.....	2
<b>3.0 WORK</b> .....	<b>4</b>
<b>4.0 TERM OF CONTRACT</b> .....	<b>4</b>
<b>5.0 CONTRACT SUM</b> .....	<b>4</b>
5.1 Total Contract Sum.....	4
5.2 Written Approval for Reimbursement.....	4
5.3 Notification of 75% of Total Contract Sum.....	5
5.4 No Payment for Services Provided Following Expiration - Termination of Contract.....	5
5.5 Invoices and Payments.....	5
5.6 Cost of Living Adjustments (COLA's).....	6
5.7 Default Method of Payment: Direct Deposit or Electronic Funds Transfer.....	7
<b>6.0 ADMINISTRATION OF CONTRACT - COUNTY</b> .....	<b>7</b>
6.1 County's Administration.....	7
6.2 County's Project Director.....	7
6.3 County's Project Manager.....	7
6.4 County's Project Monitor.....	8
<b>7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR</b> .....	<b>8</b>
7.1 Contractor's Administration.....	8
7.2 Contractor's Project Manager.....	8
7.3 Approval of Contractor's Staff.....	8
7.4 Contractor's Staff Identification.....	8
7.5 Background and Security Investigations.....	8
7.6 Confidentiality.....	9
<b>8.0 STANDARD TERMS AND CONDITIONS</b> .....	<b>10</b>
8.1 Amendments and Change Notices.....	10
8.2 Assignment and Delegation/Mergers or Acquisitions.....	10

## TABLE OF CONTENTS

<b><u>PARAGRAPH</u></b>	<b><u>PAGE</u></b>
8.3 Authorization Warranty.....	11
8.4 Budget Reductions.....	11
8.5 Complaints .....	12
8.6 Compliance with Applicable Laws .....	12
8.7 Compliance with Civil Rights Laws.....	13
8.8 Compliance with the County’s Jury Service Program.....	13
8.9 Conflict of Interest .....	15
8.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List.....	15
8.11 Consideration of Hiring GAIN/START Participants.....	15
8.12 Contractor Responsibility and Debarment.....	16
8.13 Contractor’s Acknowledgement of County’s Commitment to Safely Surrendered Baby Law .....	18
8.14 Contractor’s Warranty of Adherence to County’s Child Support Compliance Program .....	18
8.15 County’s Quality Assurance Plan .....	18
8.16 Damage to County Facilities, Buildings or Grounds .....	19
8.17 Employment Eligibility Verification.....	19
8.18 Counterparts and Electronic Signatures and Representations.....	19
8.19 Fair Labor Standards .....	20
8.20 Force Majeure .....	20
8.21 Governing Law, Jurisdiction, and Venue.....	21
8.22 Independent Contractor Status .....	21
8.23 Indemnification .....	21
8.24 General Provisions for all Insurance Coverage.....	21
8.25 Insurance Coverage.....	25
8.26 Liquidated Damages .....	26
8.27 Most Favored Public Entity.....	27
8.28 Nondiscrimination and Affirmative Action .....	28
8.29 Non Exclusivity.....	29
8.30 Notice of Delays .....	29

## TABLE OF CONTENTS

<b><u>PARAGRAPH</u></b>	<b><u>PAGE</u></b>
8.31 Notice of Disputes .....	29
8.32 Notice to Employees Regarding the Federal Earned Income Credit .....	29
8.33 Notice to Employees Regarding the Safely Surrendered Baby Law .....	30
8.34 Notices .....	30
8.35 Prohibition Against Inducement or Persuasion.....	30
8.36 Public Records Act.....	30
8.37 Publicity.....	31
8.38 Record Retention and Inspection-Audit Settlement.....	31
8.39 Recycled Bond Paper .....	33
8.40 Subcontracting .....	33
8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program.....	34
8.42 Termination for Convenience .....	34
8.43 Termination for Default.....	35
8.44 Termination for Improper Consideration.....	36
8.45 Termination for Insolvency .....	37
8.46 Termination for Non-Adherence of County Lobbyist Ordinance .....	37
8.47 Termination for Non-Appropriation of Funds .....	37
8.48 Validity.....	37
8.49 Waiver .....	38
8.50 Warranty Against Contingent Fees .....	38
8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program .....	38
8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program.....	38
8.53 Time Off for Voting .....	38
8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking .....	39
8.55 Integrated Pest Management (IPM) Program Compliance.....	39
8.56 Compliance with Fair Chance Employment Hiring Practices.....	40
8.57 Compliance with the County Policy of Equity .....	40
8.58 Prohibition from Participation in Future Solicitation(s).....	40

## TABLE OF CONTENTS

<b><u>PARAGRAPH</u></b>	<b><u>PAGE</u></b>
8.59 Injury and Illness Prevention Program .....	41
8.60 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding .....	41
<b>9.0 UNIQUE TERMS AND CONDITIONS .....</b>	<b>41</b>
9.1 Compliance with the County’s Living Wage Program.....	41
9.2 Organic Waste Recycling .....	47
9.3 Procurement of SB 1383-Compliant Compost and Mulch.....	48
<b>10.0 UNIQUE TERMS AND CONDITIONS - DPR .....</b>	<b>48</b>
<b>11.0 SURVIVAL.....</b>	<b>50</b>
<b>12.0 ENFORCEMENT OF CONTRACT .....</b>	<b>51</b>
<b>13.0 ENTIRE CONTRACT.....</b>	<b>52</b>
<b>SIGNATURES.....</b>	<b>53</b>

### STANDARD EXHIBITS

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

**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
AND  
MARIPOSA LANDSCAPES, INC.  
FOR  
MOWING SERVICES AT  
FRANK G. BONELLI REGIONAL PARK**

This Contract (“Contract”) made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 by and between the County of Los Angeles, hereinafter referred to as “County” and Mariposa Landscapes, Inc., hereinafter referred to as “Contractor”.

**RECITALS**

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

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

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

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; 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 K are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

### Standard Exhibits:

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

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

## 2.0 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 **Contractor's Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.5 **County's Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.1.6 **County's Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.1.7 **County's 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.
- 2.1.8 **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/>.
- 2.1.9 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.10 **Department:** The County of Los Angeles Department of Parks and Recreation, which is entering into this Contract on behalf of the County of Los Angeles.
- 2.1.11 **Director:** Director of Department, including those delegated to exercise authority on behalf of the Director.
- 2.1.12 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.13 **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.
- 2.1.14 **Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.1.15 **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 **December 1, 2024**, after execution by County's Board, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2** The County will have the sole option to extend this Contract term for up to two (2) additional one (1) year periods and six (6) month-to-month extensions, for a maximum total Contract term of five (5) years and six (6) months. Each such extension option may be exercised at the sole discretion of the Director, or designee, as authorized by the Board of Supervisors.
- 4.3** The County maintains a database that track/monitor Contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.
- 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**

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

#### **5.2 Written Approval for Reimbursement**

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

### **5.3 Notification of 75% of Total Contract Sum**

The Contractor must maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor must send written notification to 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 and Billing Schedule and Performance Frequencies. Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment will be due to the Contractor for that work.

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

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

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

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

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

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

**Department of Parks and Recreation  
Frank G. Bonelli Regional Park  
120 Via Verde Park Road  
San Dimas, CA 91773  
Attention: Mr. John Norcia**

5.5.6 **County Approval of Invoices**

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

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

**5.6 Cost of Living Adjustments (COLA's)**

If the County elects, in its sole determination, to exercise the option years, and if requested by the Contractor, the Contract (hourly, daily, monthly, etc.) amount (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**

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

#### **7.4 Contractor's Staff Identification**

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

#### **7.5 Background and Security Investigations**

7.5.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, must undergo and pass a background investigation to the satisfaction of County as a condition of beginning

and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

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

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

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 Amendments and Change Notices**

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

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

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

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

### **8.2 Assignment and Delegation/Mergers or Acquisitions**

8.2.1 The Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County

of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

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

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

### **8.3 Authorization Warranty**

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

### **8.4 Budget Reductions**

In the event that the County's Board 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 ten (10) 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 five (5) 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 five (5) 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 three (3) business days of mailing to the complainant.

## **8.6 Compliance with Applicable Laws**

8.6.1 In the performance of this Contract, Contractor must comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under 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](mailto:gainstart@dpss.lacounty.gov) and [BSERVICES@OPPORTUNITY.LACOUNTY.GOV](mailto: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  
Department of Parks and Recreation  
Attention: Contracts and Procurement Division

1000 South Fremont Avenue, Unit #40  
Building A9 West, 2<sup>ND</sup> Floor  
Alhambra, CA 91803

- 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 **Property Coverage**

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

8.25.5 **Pollution Liability Insurance**

Such insurance shall cover liability arising from the release, discharge, escape, dispersal or emission of 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. Contractor shall maintain limits not less than \$ 1 million per occurrence and \$ 1 million aggregate.

**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/safely-surrender/>.

### **8.34 Notices**

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

County of Los Angeles  
Department of Parks and Recreation  
Attention: Contracts and Procurement Division  
1000 South Fremont Avenue, Unit #40  
Building A9 West, 2<sup>ND</sup> Floor  
Alhambra, CA 91803

#### **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](http://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.

## **8.60 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding**

Pursuant to [Government Code Section 84308](#), Contractor and its Subcontractors, are prohibited from making a contribution of more than \$250 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.

# **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 Intentionally Omitted**

**9.1.12 Neutrality in Labor Relations**

The Contractor must not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction will not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

**9.2 Organic Waste Recycling**

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

9.2.2 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.

9.2.3 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.

9.2.4 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.

### **9.3 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. The 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 UNIQUE TERMS AND CONDITIONS - DPR**

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

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

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

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

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

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

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

## **10.2 Extraordinary Incidents, Acts of God, Third Party Negligence**

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

## **10.3 Right of Entry**

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

Director, arising therefrom over and above the compensation set forth within this Contract, may be charged against the Contractor.

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

#### **10.4 Compliance with the County's Smoking Ban Ordinance**

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

### **11.0 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 and Change notices
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 11.0	Survival

## **12.0 ENFORCEMENT OF CONTRACT**

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




### **13.0 ENTIRE CONTRACT**

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

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

**CONTRACTOR**

**MARIPOSA LANDSCAPES, INC.**

By  \_\_\_\_\_  
Name  
Terry Noriega - President  
\_\_\_\_\_  
Title

**COUNTY OF LOS ANGELES**

By \_\_\_\_\_  
Chair, Board of Supervisors


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  \_\_\_\_\_  
Senior Deputy County Counsel

## 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 July 24, 2024 before me, Brandon James Williamson, Notary Public  
(insert name and title of the officer)

personally appeared Terry Noriega,  
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.

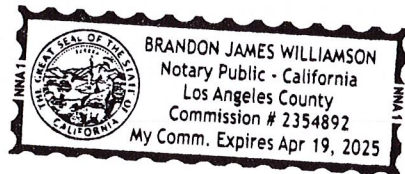
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



## STATEMENT OF WORK MOWING SERVICES

### I. ADMINISTRATIVE SPECIFICATIONS

#### 1.0 GENERAL REQUIREMENTS

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

## STATEMENT OF WORK MOWING SERVICES

### 2.0 FACILITIES TO BE MAINTAINED

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

***(Refer to the attached Appendix B, Required Forms, Exhibit 9, Pricing and Billing Schedule and Performance Frequencies, for Sites and Addresses)***

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

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

### 3.0 CERTIFICATIONS/REPORTS

#### 3.1 Payroll Report

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

#### 3.2 Maintenance Function Report

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

#### 3.3 Certified Monitoring Reports for Living Wage Program

The Contractor shall submit to the County, certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of the Contractor's

## STATEMENT OF WORK MOWING SERVICES

current health care benefits plan, and the Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

### 4.0 ADDITIONAL WORK

- 4.1 As authorized in **Section 8.1, Amendments and Change Notices**, of the Contract, the Director or designee may at his/her discretion, modify the Contractor's On-Going Maintenance Task and Schedule when such work arises out of extraordinary incidents such as vandalism, Acts of God, and third-party negligence; or services required due to new or the modification of existing facilities or recreation programs.
- 4.2 Prior to performing any additional work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. No work shall commence without a written authorization from the Director or designee.
- 4.3 Notwithstanding the above authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the Director or designee may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. However, within twenty-four (24) hours after receiving a verbal authorization, the Contractor shall submit a written estimate to the Director or designee for approval.

### 5.0 SAFETY

- 5.1 The Contractor agrees to perform all work outlined in this Contract in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all local, County, State or other legal requirements including but not limited to, full compliance with the terms of the applicable O.S.H.A. and CAL-O.S.H.A. Safety Orders at all times so as to protect all persons, including the Contractor's employees, agents of the County, vendors, members of the public or others from foreseeable injury, or damage to their property. The Contractor shall inspect all potential hazards at said facilities and keep a log indicating date inspected and action taken.
- 5.2 It shall be the Contractor's responsibility to inspect, and identify, any condition(s) that renders any portion of the premises unsafe, as well as any

## STATEMENT OF WORK MOWING SERVICES

unsafe practices occurring thereon. The Director or designee shall be notified within 24 hours if an unsafe condition or safety hazard is discovered on the premises that requires major correction. A major correction would constitute a maintenance issue that cannot be easily corrected within 24 hours by Contractor and could be hazardous to park visitors. The Contractor will be responsible for alerting the Director or designee of the hazard and reporting it to the Maximo Call Center to create a work order. The Director or designee shall be notified immediately of any unsafe condition that requires major correction. The Contractor shall be responsible for making minor corrections including, but not limited to; filling holes in turf areas and paving, using barricades or traffic cones to alert patrons of the existence of hazards, replacing valve box covers, and securing play apparatus so as to protect members of the public or others from injury. During normal hours the Contractor shall obtain emergency medical care for any member of the public who is in need thereof, because of illness or injury occurring on the premises. The Contractor shall cooperate fully with the County in the investigation of any accidental injury or death occurring on the premises, including a complete written report thereof to the Director or designee within five (5) days following the occurrence.

### 6.0 CONTRACTOR'S STAFF

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

## STATEMENT OF WORK MOWING SERVICES

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

### 7.0 HOURS AND DAYS OF MAINTENANCE SERVICES

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



## **STATEMENT OF WORK MOWING SERVICES**

### **8.0 MOWING SCHEDULES**

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

### **9.0 INTERPRETATION OF MOWING SPECIFICATIONS**

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

### **10.0 SIGNS/IMPROVEMENTS**

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

### **11.0 UTILITIES**

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

## **STATEMENT OF WORK MOWING SERVICES**

system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing current usage with historical usage for the same time period. The excess cost factor, to be deducted from payments to the Contractor from the County will be presented to the Contractor by the Director or designee prior to actual deduction to allow for explanations.

### **12.0 RESPONSES, INQUIRIES, AND COMPLAINTS**

- 12.1 During the term of this contract, the Contractor shall maintain an office located in the Los Angeles Metropolitan Area. In addition, the Contractor shall maintain a telephone at the office that is listed in the telephone directory in its own name or in the firm name by which it is most commonly known.
- 12.2 During normal business hours, Contractor shall have a responsible employee(s) to receive all inquiries and complaints that may be received from the Director, County personnel or patrons using the facilities and take the necessary action. An answering service shall be considered an acceptable substitute to full-time coverage, provided the Contractor is advised of any complaint within one (1) hour of receipt of such complaint by the answering service. The Contractor's employee(s) responsible for providing the landscape maintenance services shall be available for notification through cell phone, answering service, beeper or electronic mail communications during normal business hours.
- 12.3 During normal days and hours of operation, whenever immediate action is required to prevent impending injury, death or property damage to the facilities being maintained, the County may, after a reasonable attempt to notify the Contractor, cause such action to be taken by the County work force and shall charge the cost thereof as determined by the Director, against the Contractor, or may deduct such cost from an amount due to the Contractor from the County.
- 12.4 The Contractor shall maintain a written log of all complaints. The log shall include the name of the employee logging the complaint, the date and time of the complaint, the facility where the complaint is about, a description of the complaint, the name and address of the complainant, and the action taken or the reason for non-action. The log of complaints shall be submitted monthly with the Contractor's invoice and shall be open to the inspection of the Director at all reasonable times.
- 12.5 All complaints shall be abated as soon as possible after notification; but in all cases within twenty-four (24) hours, to the satisfaction of the Director. If any complaint is not abated within twenty-four (24) hours, the Director shall be notified immediately of the reason for not abating the complaint followed by a written report to the Director within five (5) days. If the complaints are not abated within the time specified or to the satisfaction of the Director, the

## STATEMENT OF WORK MOWING SERVICES

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

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

### 13.0 NON-INTERFERENCE

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

### 14.0 GREEN INITIATIVES

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

### 15.0 NOISE

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

## II. ON-GOING MAINTENANCE TASKS

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

### 16.0 MOWING

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

## STATEMENT OF WORK MOWING SERVICES

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

### 17.0 MECHANICAL EDGING

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

## STATEMENT OF WORK MOWING SERVICES

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

### 18.0 SERVICE YARD AND STORAGE AREA

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

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

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

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

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

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

### 19.0 GROUP I SITE INSPECTION AND REPORTING - Mowing

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

19.2 Litter is not to be shredded by mowers, glass bottles are not to be driven over and broken, and excessively wet turf areas are not to be driven across.

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

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

## STATEMENT OF WORK MOWING SERVICES

### 20.0 GROUP I MANAGEMENT/SUPERVISION - Mowing

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

**FRANK G. BONELLI REGIONAL PARK**  
**EXHIBIT A1 – STATEMENT OF WORK**  
**Attachments**

Attachment 1    Technical Exhibits

Attachment 2    Contractor Discrepancy Form

Attachment 3    Performance Requirements Summary (PRS) Chart

**Frank G. Bonelli Regional Park**  
**Statement of Work Technical Exhibits**  
**Mowing Services**

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

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

**Contract Discrepancy Report (Attached)**

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



## CONTRACT DISCREPANCY REPORT

CONTRACTOR RESPONSE DUE BY \_\_\_\_\_ (enter date and time)

<b>Date:</b>		<b>Contractor Response Received:</b>
<b>Contractor:</b>	<b>Contract No.</b>	<b>County's Project Manager:</b>
<b>Contact Person:</b>	<b>Telephone: (    )    -</b>	<b>County's Project Manager Signature:</b>
<b>Email:</b>		<b>Email:</b>

A contract discrepancy(s) is specified below. The Contractor will take corrective action and respond back to the **County personnel** 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	Approved
1					
2					
3					
4					

\*Use additional sheets if necessary

\_\_\_\_\_

*Contractor's Representative Signature*

\_\_\_\_\_

*Date Signed*

<b>Additional Comments:</b>

## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Contract: Paragraph 7.0 - Administration of Contract - Contractor	Contractor must notify the County in writing of any change in name or address to information on Exhibit E, Contractors Administration	Inspection & Observation	\$50 per occurrence
Contract: Sub-paragraph 8.5 – Complaints	Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints in accordance with the provisions of this paragraph, including any subparagraphs.	Inspection & Observation	\$50 per occurrence
Contract: Sub-paragraph 8.26 – Liquidated Damages	If the Director, or their designee, determines that there are deficiencies in the performance of this Contract and are deemed correctable by the Contractor over a certain time, and written notice was given to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said 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	Inspection & Observation	\$100 per day

**Exhibit A1 SOW  
Attachment 3**

<p>Contract: Sub-paragraph 8.28 - Nondiscrimination and Affirmative Action</p>	<p>The parties agree that if the Contractor violates any of the anti-discrimination provisions of the Contract, County shall, 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.</p>	<p>Inspection &amp; Observation</p>	<p>\$500 for each violation</p>
<p>Contract: Sub-paragraph 8.38 - Record Retention &amp; Inspection-Audit Settlement</p>	<p>Contractor to maintain all required documents as specified in Sub-paragraph 8.38</p>	<p>Inspection of files</p>	<p>\$50 per occurrence</p>
<p>Contract: Sub-paragraph 8.40 - Subcontracting</p>	<p>Contractor must obtain County's written approval prior to subcontracting any work.</p>	<p>Inspection &amp; Observation</p>	<p>\$100 per occurrence; possible termination for default of contract</p>

**Appendix B, Exhibit 9c  
PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES  
Frank G. Bonelli Regional Park**

120 Via Verde Park Road  
San Dimas, CA 91773

Mowing Services - Approximately 130 acres

		<b>ANNUAL FREQUENCY</b>	<b>COST PER FREQUENCY*</b>	<b>ANNUAL AMOUNT</b>
SOW				
16	1. Mowing			
	a. General Turf Areas	43	<u>\$1,567.40</u>	<u>\$67,398.20</u>
	Operations to be performed as indicated, once weekly <b>May</b> thru October (35) and once every 2 weeks November thru April (8)			
19	2. Site Inspection and Reporting	43	<u>\$1.04</u>	<u>\$44.65</u>
	Per Requirements specified in Section 19 of SOW			
2 0	3. Management/Supervision	43	<u>\$1.05</u>	<u>\$45.15</u>
	Per requirements specified in Section 20 of SOW			
				=====
		<b>TOTAL ANNUAL CONTRACT AMOUNT</b>		<u><del>\$67,488.00</del></u>
				=====

**HOURS AND DAYS OF MAINTENANCE SERVICES**

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

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

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

## 7.7.5 Proposer's Quality Control and Green Initiatives Plans (Section D)

### 7.7.5.1 Proposer's Quality Control Plan

We perform internal quality control on our work to free up our contract monitor or client representative (be it a Public Works Inspector or Property Manager) so that he or she will have a reduced workload. This creates a positive environment for everyone involved and enhances our client relationships. Our main philosophy behind quality control is summed up in one statement "Plan your work and work your plan."

Our Account Managers perform an initial work in process inspection when the first portion of the work activity for each work task is completed. They perform ongoing work in process quality inspections to ensure that the work tasks continue to conform to the project quality requirements. Any outstanding punch items remaining after the work task completion inspection is deemed a nonconformance. Should a problem occur in the quality of work, we systematically contain the issue and quickly make corrections. We expedite a corrective action that brings the workmanship of material issue into conformance by repair, replacement, or rework. Previously completed work is re-inspected for similar non-conformances.

Mariposa Landscapes, Inc. systematically prevents recurrences to improve quality. First, management monitoring is put into place to ensure work proceeds without incident. Then a structured problem-solving process identifies the root of the causes and initiates solutions. Solutions may involve a combination of enhanced process controls, training, upgrading of personnel qualifications, and/or higher-grade materials. Follow up ensures that a problem is completely resolved. Non-conformance and their resolutions are recorded on a Non-Conformance Report.

#### *Monthly Work Plans*

The Mariposa Account Manager will submit Monthly Work Plans describing maintenance operations of all areas contained within this contract and when the work, including trimming, pruning and applications of chemicals/fertilizers will be accomplished. Other work will include the removing and/or replacing of landscape materials within the scope of this Contract. The work may include landscape renovations of right-of-ways, medians, retention areas and/or common turf areas. The Account Manager will develop the Monthly Work Plans and submit them to the client representative by the 25th of the previous month prior to the regular monthly meeting. The Monthly Work Plan will correlate with the Annual Work Schedule in a more detailed form. After the plan is approved at the regular monthly meeting the Monthly Schedule Evaluation Form will be completed with the client representative to evaluate the performance of the current month. The Mariposa Supervisor is responsible for creating and submitting these reports.

#### *Irrigation Reports*

The Irrigation Technician will create the Irrigation Reports at the specified frequencies and the Mariposa Account Manager will insure their accurate and timely completion. These reports will include scheduled formal inspections, all service requests, authorized emergency work and repair of damage. The Irrigation Technician will be responsible for conducting a formal inspection and related repairs of the irrigation system as scheduled. Results of the inspection shall be recorded on the Irrigation Inspection Report and checked for accuracy and then delivered to the client representative. The frequency of these reports will vary depending on the work scope.



### *Account Manager/Client Meeting Work Quality Evaluations*

A critical aspect of the work is communication. Timely and accurate schedules address a lot of this; however, there is another important aspect that is sometimes overlooked: interpretations of quality. What is beautiful to some is not to others, this is why specifications are written. However, there is always some level of interpretation that can vary from person to person. The goal is to have the Mariposa Account Manager and the client representative both interpreting the expectations of the specifications in the same way. The way we accomplish this is through a graded evaluation of every aspect of the landscape on a site by the Mariposa Supervisor and the client representative. This evaluation is performed prior to the regular client representative meeting by the Mariposa Supervisor. When the regular meeting takes place, this same form is given to the client representative to evaluate the exact same items as the Mariposa Account Manager previously graded. Any differences in evaluation that the client representative has of the same work item or area that were graded by the Mariposa Supervisor are addressed immediately and clarified. The frequency of these evaluations and number of work items evaluated can vary based on the work scope. However, typically a weekly evaluation will be conducted for quality assurance. Please see the sample form provided.

### *Action Item Lists*

Even with jobs that go perfectly there are always items that come up during walk-through inspections. These items may have nothing to do with work quality but may be requests for improvement, additional work or notations of concern, etc. One of the key aspects of an action item list is a target completion date. This is included for every item on our form. The Mariposa Account Manager is committed to completion of a requested activity at an agreed upon date. This is in writing; it's quick and easy to fill out. The client representative will have confidence that we will keep our promises because they are documented. **Our goal is "Promises made are promises kept."** Please see the sample form provided.



# Work Quality Evaluation Form



Mariposa Landscapes, Inc.

## SITE INSPECTION EVALUATION FORM

Inspection Date: <input style="width: 80%;" type="text"/>	Job: <input style="width: 95%;" type="text"/>
Mariposa Account Manager <input style="width: 80%;" type="text"/>	Job Number: <input style="width: 95%;" type="text"/>
Client Representative: <input style="width: 95%;" type="text"/>	

Please give a rating of 1-10 on the following items (1 = unacceptable and 10 being perfect)

		ML	CR		ML	CR
<b>1. TURF</b>						
A Color of turf acceptable						
B Turf texture, no thin/bare areas						
C Free of trash/debris						
D Irrigation leaks visible						
E Over or under watering						
F Dry spots						
<b>2. GROUND COVER/SHRUB AREAS</b>						
A Free of trash/debris						
B Free of weeds						
C Mulch evenly distributed						
D Irrigation leaks visible						
E Groundcover trimming						
<b>3. TREES/SHRUBS</b>						
A Health/vigor						
B Trimmed per scheduled cycle						
C Pruned correctly for species						
D Walkway shrub clearance						
E Walkway tree clearance						
F Disease & insects controlled						
G Irrigation leaks visible						
H Over or under watering						
I Trees staked properly						
<b>4. ANNUAL COLOR/POTS</b>						
A Annual flowers healthy						
B Bed/Pots free of trash/debris						
C No missing annual color plants						
D Disease & insects controlled						
E Irrigation leaks visible						
F Over or under watering						
<b>5. D.G. PATHS &amp; OPEN AREAS</b>						
A Free of trash/debris						
B Weeds managed/controlled						
C Erosion areas repaired						
<b>6. HARDSCAPE AREAS</b>						
A Free of trash/debris						
B Free of weeds in cracks						
C Standing water						
D Safety issues reported						
<b>7. IRRIGATION</b>						
A Controllers working						
B Controllers programmed properly						
C Schedules submitted/updated						
D Valves working properly						
E Valves leaking						
F Backflow(s) on						
G Backflow(s) Leaking						
H Meter readings (if in scope) up-to-date						
I Water usage analysis up-to-date						
<b>8. L.V. LIGHTING (if applies)</b>						
A System has power						
B Timer/photocell working						
C Bulbs working						
D Fixtures clean						
E Fixtures broken						
F Fixtures aimed properly						
<b>9. WATER FEATURES (if applies)</b>						
A Power/working properly						
B Leaks						
C Cleaned of debris at inlets						
<b>10. OTHER (if applies)</b>						
A Dog mess cleaned up						
B Dog stations replenished						
C Trash cans dumped & new liners						
D Play equipment clean						
E Ramadas/picnic tables/BBQs clean						
F Response time on call-outs						
G General safety issues reported						

Only enter ratings for items that are applicable to this project (blank = Not Applicable at this time)

**OVERALL RATING:** Per the above individual ratings, please provide an overall rating from 1 to 10

\_\_\_\_\_  
Mariposa Account Manager Signature/Date (ML)

\_\_\_\_\_  
Client Representative Signature/Date (CL)



Action Items Form



Mariposa Landscapes, Inc.

**ACCOUNT MANAGER INSPECTION ACTION ITEMS**

Today's Date:  Job:   
Job Number:

	<b>ACTION ITEMS</b>	<b>Resolution Date</b>
1.	<hr/> <hr/> <hr/>	<input type="text"/>
2.	<hr/> <hr/> <hr/>	<input type="text"/>
3.	<hr/> <hr/> <hr/>	<input type="text"/>
4.	<hr/> <hr/> <hr/>	<input type="text"/>
5.	<hr/> <hr/> <hr/>	<input type="text"/>
6.	<hr/> <hr/> <hr/>	<input type="text"/>
7.	<hr/> <hr/> <hr/>	<input type="text"/>
8.	<hr/> <hr/> <hr/>	<input type="text"/>
9.	<hr/> <hr/> <hr/>	<input type="text"/>
10.	<hr/> <hr/> <hr/>	<input type="text"/>

\_\_\_\_\_  
Mariposa Account Manager Signature/Date

\_\_\_\_\_  
Client Representative Signature/Date





## 7.7.5.2 Proposer's Green Initiatives/Organic Waste Disposal

Mariposa Landscapes, Inc. uses every effort to implement "green" environment and energy conservation measures.

All products anticipated for use as part of meeting the SOW requirements for this RFP will be compatible with products used by the County. Any chemical or fertilizer materials needed or recommended, will be submitted by the Mariposa PCA to the County, for approval.

Our company has a recycling program for green waste and paper products. We implement this program at our local offices and at all job sites.



Mariposa self performs most of the hauling of green waste generated on projects throughout Southern California. This responsibility has led to specific training protocols for all crew members related to preventing contamination and avoiding paper or plastic in green waste bins. Foremen and Supervisors check green waste on site daily and observe green waste materials brought back to operating yards for disposal to prevent contamination.

Mariposa currently uses hybrid vehicles for supervisory staff, as well as electric powered tools such blowers and weed whips on several current contracts. We intend to fully comply with the electric equipment requirements for this RFP before the required date of January 2, 2024. This equipment will include but not be limited to blowers, string trimmers, and hedge trimmers. We strive to be as environmentally conscientious as possible and are expanding our operations testing large format electric mowers, to achieve this goal.

Mariposa implements integrated pest management (IPM) programs for most public sector contracts. When such programs are not published and required, the on-staff PCA has been able to organize and write recommendations for specific properties with specific needs or requirements.

Mariposa works with all clients to assure optimum water usage where possible. Extensive use of drip irrigation, smart controllers, and mulching are some of the most powerful tools available for water savings. These initiatives are prime components of our environmentally sustainable best practices.

In addition to items listed above for Mariposa's Green Initiative, we are also committed to leading the industry in minimizing the impact of our activities on the environment.

The key points of its strategy to achieve this are:

- Minimize waste by evaluating operations and ensuring they are as efficient as possible.
- Minimize toxic emissions through the selection and use of its fleet and equipment.
- Actively promote recycling both internally and amongst its customers and suppliers.
- Meet or exceed all the environmental legislation that relates to the Company.
- Adhere to all local codes and ordinances regarding water conservation.



**COUNTY'S ADMINISTRATION**

CONTRACT NO. \_\_\_\_\_

**COUNTY PROJECT DIRECTOR:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**COUNTY PROJECT MANAGER:**

Name: John Norcia \_\_\_\_\_

Title: Regional Park Superintendent \_\_\_\_\_

Address: 120 Via Verde Ave. \_\_\_\_\_

San Dimas CA. 91773 \_\_\_\_\_

Telephone: (909) 599-8411 \_\_\_\_\_ Facsimile: \_\_\_\_\_

E-Mail Address: jnorcia@parks.lacounty.gov \_\_\_\_\_

**COUNTY CONTRACT PROJECT MONITOR:**

Name: Rafael Calvo \_\_\_\_\_

Title: Grounds Maintenance Supervisor \_\_\_\_\_

Address: 120 Via Verde Ave. \_\_\_\_\_

San Dimas CA. 91773 \_\_\_\_\_

Telephone: (909) 599-8411 \_\_\_\_\_ Facsimile: \_\_\_\_\_

E-Mail Address: rcalvo@parks.lacounty.gov \_\_\_\_\_

**CONTRACTOR'S ADMINISTRATION****CONTRACTOR'S NAME:** Mariposa Landscapes, Inc**CONTRACT NO:** \_\_\_\_\_**CONTRACTOR'S PROJECT MANAGER:** Tony ValenzuelaName: Tony ValenzuelaTitle: Area ManagerAddress: 15529 Arrow Highway Irwindale, CA 91702Telephone: (626) 252-4210Facsimile: (626) 960-8477E-Mail Address: tony.valenzuela@mariposa-ca.com**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**Name: Terry NoriegaTitle: PresidentAddress: 6232 Santos Diaz St., Irwindale, Ca 91702Telephone: (626) 960-0196Facsimile: (626) 960-8477E-Mail Address: estimating@mariposa-ca.comName: Antonio ValenzuelaTitle: SecretaryAddress: 6232 Santos Diaz St., Irwindale, Ca 91702Telephone: (626) 960-0196Facsimile: (626) 960-8477E-Mail Address: estimating@mariposa-ca.com**Notices to Contractor shall be sent to the following:**Name: Terry NoriegaTitle: PresidentAddress: 6232 Santos Diaz St., Irwindale, Ca 91702Telephone: (626) 960-0196Facsimile: (626) 960-8477E-Mail Address: estimating@mariposa-ca.com

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR NAME Mariposa Landscapes, Inc Contract No. \_\_\_\_\_

**GENERAL INFORMATION:**

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

**CONTRACTOR ACKNOWLEDGEMENT:**

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

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

**CONFIDENTIALITY AGREEMENT:**

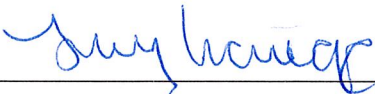
Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition,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

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

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

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

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

SIGNATURE: 

DATE: 7 / 24 / 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](http://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](http://BabySafeLA.org) to learn more.

No shame | No blame | No names

ANY FIRE STATION.  
ANY HOSPITAL.  
ANY TIME.

1.877.222.9723  
[BabySafeLA.org](http://BabySafeLA.org)

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



No shame | No blame | No names





## FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

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

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

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

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

## ANSWERS TO YOUR QUESTIONS

### Who is legally allowed to surrender the baby?

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

### Do you need to call ahead before surrendering a baby?

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

### What information needs to be provided?

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

### What happens to the baby?

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

### What happens to the parent or surrendering adult?

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

### How can a parent get a baby back?

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

### If you're unsure of what to do:

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

**1.877.222.9723 or BabySafeLA.org**

English, Spanish and 140 other languages spoken.



COUNTY OF LOS ANGELES  
LIVING WAGE PROGRAM

PAYROLL STATEMENT OF COMPLIANCE

I, \_\_\_\_\_, \_\_\_\_\_  
(Name of Owner or Company Representative) (Title)

Do hereby state:

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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



# Smoking Ban Ordinance

## **ORDINANCE NO. 2009-0044**

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

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

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

### **17.04.035 Contract-operated facilities.**

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

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

### **17.04.185 Smoking.**

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

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

### **17.04.645 Smoking Prohibited,**

Smoking shall be prohibited at all parks, except:

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

[1704035CSCC]



## Contribution and Agent Declaration Form

This form must be completed separately by all bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles ("County").

Pursuant to the Levine Act (Government Code section 84308), a member of the Board of Supervisors, other elected County officials (the Sheriff, Assessor, and the District Attorney), and other County employees and/or officers ("County Officers") are disqualified and not able to participate in a proceeding involving contracts, franchises, licenses, permits and other entitlements for use if the County Officer received more than \$250 in contributions in the past 12 months from the bidder, proposer or applicant, any paid agent of the bidder, proposer, or applicant, or any financially interested participant who actively supports or opposes a particular decision in the proceeding.

**State law requires you to disclose information about contributions made by you, your company, and lobbyists and agents paid to represent you. Failure to complete the form in its entirety may result in significant delays in the processing of your application and potential disqualification from the procurement or application process.**

**You must fully answer the applicable questions below. You ("Declarant"), or your company, if applicable, including all entities identified below (collectively, "Declarant Company") must also answer the questions below. The term "employee(s)" shall be defined as employees, officers, partners, owners, or directors of Declarant Company.**

**An affirmative response to any questions will not automatically cause the disqualification of your bid/proposal, or the denial of your application for a license, permit or other entitlement. However, failure to answer questions completely, in good faith, or providing materially false answers may subject a bidder/proposer to disqualification from the procurement.**

*This material is intended for use by bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles and does not constitute legal advice. If you have questions about the Levine Act and how it applies to you, you should call your lawyer or contact the Fair Political Practices Commission for further guidance.*



# Contribution and Agent Declaration Form

Complete each section below. State "none" if applicable.

## A. COMPANY OR APPLICANT INFORMATION

1) Declarant Company or Applicant Name:

Mariposa Landscapes, Inc.

a) If applicable, identify all subcontractors that have been or will be named in your bid or proposal:

Valley Vista Services

b) If applicable, variations and acronyms of Declarant Company's name used within the past 12 months:

c) Identify all entities or individuals who have the authority to make decisions for you or Declarant Company about making contributions to a County Officer, regardless of whether you or Declarant Company have actually made a contribution:

Terry Noriega

### [IF A COMPANY, ANSWER QUESTIONS 2 - 3]

2) Identify only the Parent(s), Subsidiaries and Related Business Entities that Declarant Company has controlled or directed, or been controlled or directed by. "Controlled or directed" means shared ownership, 50% or greater ownership, or shared management and control between the entities.

a) Parent(s):

b) Subsidiaries:

c) Related Business Entities:

Mariposa Tree Management, Inc.

3) If Declarant Company is a closed corporation (non-public, with under 35 shareholders), identify the majority shareholder.

Terry Noriega



# Contribution and Agent Declaration Form

4) Identify all entities (proprietorships, firms, partnerships, joint ventures, syndicates, business trusts, companies, corporations, limited liability companies, associations, committees, and any other organization or group of persons acting in concert) whose contributions you or Declarant Company have the authority to direct or control.

5) Identify any individuals such as employees, agents, attorneys, law firms, lobbyists, and lobbying firms who are or who will act on behalf of you or Declarant Company and who will receive compensation to communicate with a County Officer regarding the award or approval of **this** contract or project, license, permit, or other entitlement for use.

*(Do **not** list individuals and/or firms who, as part of their profession, either (1) submit to the County drawings or submissions of an architectural, engineering, or similar nature, **or** (2) provide purely technical data or analysis, **and** who will not have any other type of communication with a County agency, employee, or officer.)*

Terry Noriega, Tony Valenzuela, Luis Valenzuela, Antonio Valenzuela

6) If you or Declarant Company are a 501(c)(3) non-profit organization, identify the compensated officers of your organization and the compensated members of your board.

## B. CONTRIBUTIONS

1) Have you or the Declarant Company solicited or directed your employee(s) or agent(s) to make contributions, whether through fundraising events, communications, or any other means, to a County Officer in the past 12 months? If so, provide details of each occurrence, including the date.

Date (contribution solicited, or directed)	Recipient Name (elected official)	Amount

\*Please attach an additional page, if necessary.



# Contribution and Agent Declaration Form

2) Disclose all contributions made by you or any of the entities and individuals identified in Section A to a County officer in the past 12 months.

Date (contribution made)	Name (of the contributor)	Recipient Name (elected official)	Amount

\*Please attach an additional page, if necessary.

C. DECLARATION

By signing this Contribution and Agent Declaration form, you (Declarant), or you and the Declarant Company, if applicable, attest that you have read the entirety of the Contribution Declaration and the statements made herein are true and correct to the best of your knowledge and belief. (Only complete the one section that applies.)

There are 0 additional pages attached to this Contribution Declaration Form.

**COMPANY BIDDERS OR APPLICANTS**

I, Terry Noriega (Authorized Representative), on behalf of Mariposa (Declarant Company), at which I am employed as President (Title), attest that after having made or caused to be made a reasonably diligent investigation regarding the Declarant Company, the foregoing responses, and the explanation on the attached page(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject Declarant Company to consequences, including disqualification of its bid/proposal or delays in the processing of the requested contract, license, permit, or other entitlement.

**IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:**

By signing this Contribution and Agent Declaration form, you also agree that, if Declarant Company hires an agent, such as, but not limited to, an attorney or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, you agree to inform the County of the identity of the agent or lobbyist and the date of their hire. You also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County officer (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by the Declarant Company, or, if applicable, any of the Declarant Company's proposed subcontractors, agents, lobbyists, and employees who have communicated or will communicate with the County about this contract, license, permit, or other entitlement after



# Contribution and Agent Declaration Form

the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

Judy L. [Signature]  
Signature

5-30-24  
Date

## **INDIVIDUAL BIDDERS OR APPLICANTS**

I, \_\_\_\_\_, declare that the foregoing responses and the explanation on the attached sheet(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject me to consequences, including disqualification of my bid/proposal or delays in the processing of the requested license, permit, or other entitlement.

## **IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:**

If I hire an agent or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, I agree to inform the County of the identity of the agent or lobbyist and the date of their hire. I also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County official (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by me, or an agent such as, but not limited to, a lobbyist or attorney representing me, that are made after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# Frank G. Bonelli Regional Park



11/15/2023, 6:06:54 PM

DPR Parks (Points)  DPR Park Facilities View - County Parks (Outline)



Golf

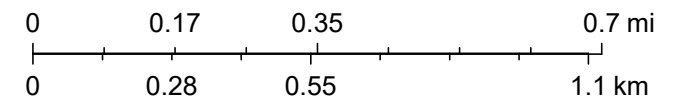


Regional



2021 Supervisorial Districts (Black)

1:18,056



Esri Community Maps Contributors, County of Los Angeles, California State Parks, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA



**CONTRACT BY AND BETWEEN**

**COUNTY OF LOS ANGELES  
DEPARTMENT OF PARKS AND RECREATION**

**AND**

**MARIPOSA LANDSCAPES, INC.**

**FOR**

**MOWING SERVICES**

**FOR THE**

**LOS ANGELES AREA PARKS**



**TABLE OF CONTENTS**

<b><u>PARAGRAPH</u></b>	<b><u>PAGE</u></b>
<b>RECITALS</b> .....	<b>1</b>
<b>1.0 APPLICABLE DOCUMENTS</b> .....	<b>2</b>
<b>2.0 DEFINITIONS</b> .....	<b>2</b>
2.1 Standard Definitions.....	2
<b>3.0 WORK</b> .....	<b>4</b>
<b>4.0 TERM OF CONTRACT</b> .....	<b>4</b>
<b>5.0 CONTRACT SUM</b> .....	<b>4</b>
5.1 Total Contract Sum.....	4
5.2 Written Approval for Reimbursement.....	4
5.3 Notification of 75% of Total Contract Sum.....	5
5.4 No Payment for Services Provided Following Expiration - Termination of Contract.....	5
5.5 Invoices and Payments.....	5
5.6 Cost of Living Adjustments (COLA's).....	6
5.7 Default Method of Payment: Direct Deposit or Electronic Funds Transfer.....	7
<b>6.0 ADMINISTRATION OF CONTRACT - COUNTY</b> .....	<b>7</b>
6.1 County's Administration.....	7
6.2 County's Project Director.....	7
6.3 County's Project Manager.....	8
6.4 County's Project Monitor.....	8
<b>7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR</b> .....	<b>8</b>
7.1 Contractor's Administration.....	8
7.2 Contractor's Project Manager.....	8
7.3 Approval of Contractor's Staff.....	8
7.4 Contractor's Staff Identification.....	9
7.5 Background and Security Investigations.....	9
7.6 Confidentiality.....	9
<b>8.0 STANDARD TERMS AND CONDITIONS</b> .....	<b>10</b>
8.1 Amendments and Change Notices.....	10
8.2 Assignment and Delegation/Mergers or Acquisitions.....	11

## TABLE OF CONTENTS

<b><u>PARAGRAPH</u></b>	<b><u>PAGE</u></b>
8.3 Authorization Warranty.....	11
8.4 Budget Reductions.....	11
8.5 Complaints .....	12
8.6 Compliance with Applicable Laws .....	12
8.7 Compliance with Civil Rights Laws.....	13
8.8 Compliance with the County’s Jury Service Program.....	13
8.9 Conflict of Interest .....	15
8.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List.....	15
8.11 Consideration of Hiring GAIN/START Participants.....	16
8.12 Contractor Responsibility and Debarment.....	16
8.13 Contractor’s Acknowledgement of County’s Commitment to Safely Surrendered Baby Law .....	18
8.14 Contractor’s Warranty of Adherence to County’s Child Support Compliance Program .....	18
8.15 County’s Quality Assurance Plan .....	19
8.16 Damage to County Facilities, Buildings or Grounds .....	19
8.17 Employment Eligibility Verification.....	19
8.18 Counterparts and Electronic Signatures and Representations.....	20
8.19 Fair Labor Standards .....	20
8.20 Force Majeure .....	20
8.21 Governing Law, Jurisdiction, and Venue .....	21
8.22 Independent Contractor Status .....	21
8.23 Indemnification .....	21
8.24 General Provisions for all Insurance Coverage.....	22
8.25 Insurance Coverage.....	25
8.26 Liquidated Damages .....	27
8.27 Most Favored Public Entity.....	28
8.28 Nondiscrimination and Affirmative Action .....	28
8.29 Non Exclusivity.....	29
8.30 Notice of Delays .....	29

## TABLE OF CONTENTS

<b><u>PARAGRAPH</u></b>	<b><u>PAGE</u></b>
8.31 Notice of Disputes .....	29
8.32 Notice to Employees Regarding the Federal Earned Income Credit .....	30
8.33 Notice to Employees Regarding the Safely Surrendered Baby Law .....	30
8.34 Notices .....	30
8.35 Prohibition Against Inducement or Persuasion.....	30
8.36 Public Records Act.....	30
8.37 Publicity.....	31
8.38 Record Retention and Inspection-Audit Settlement.....	31
8.39 Recycled Bond Paper .....	33
8.40 Subcontracting .....	33
8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program.....	34
8.42 Termination for Convenience .....	34
8.43 Termination for Default.....	35
8.44 Termination for Improper Consideration.....	36
8.45 Termination for Insolvency .....	37
8.46 Termination for Non-Adherence of County Lobbyist Ordinance .....	37
8.47 Termination for Non-Appropriation of Funds .....	37
8.48 Validity.....	38
8.49 Waiver .....	38
8.50 Warranty Against Contingent Fees .....	38
8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program .....	38
8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program.....	38
8.53 Time Off for Voting .....	39
8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking .....	39
8.55 Integrated Pest Management (IPM) Program Compliance.....	39
8.56 Compliance with Fair Chance Employment Hiring Practices.....	40
8.57 Compliance with the County Policy of Equity .....	40
8.58 Prohibition from Participation in Future Solicitation(s).....	40

**TABLE OF CONTENTS**

<b><u>PARAGRAPH</u></b>	<b><u>PAGE</u></b>
8.59 Injury and Illness Prevention Program .....	41
8.60 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding .....	41
<b>9.0 UNIQUE TERMS AND CONDITIONS .....</b>	<b>41</b>
9.1 Compliance with the County’s Living Wage Program.....	41
9.2 Organic Waste Recycling .....	47
9.3 Procurement of SB 1383-Compliant Compost and Mulch.....	48
<b>10.0 UNIQUE TERMS AND CONDITIONS - DPR .....</b>	<b>48</b>
<b>11.0 SURVIVAL.....</b>	<b>50</b>
<b>12.0 ENFORCEMENT OF CONTRACT .....</b>	<b>51</b>
<b>13.0 ENTIRE CONTRACT.....</b>	<b>52</b>
<b>SIGNATURES.....</b>	<b>53</b>

**STANDARD EXHIBITS**

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

**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
AND  
MARIPOSA LANDSCAPES, INC.  
FOR  
MOWING SERVICES AT  
LOS ANGELES AREA PARKS**

This Contract (“Contract”) made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between the County of Los Angeles, hereinafter referred to as “County” and Mariposa Landscapes, Inc., hereinafter referred to as “Contractor”.

**RECITALS**

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

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

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

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; 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 K are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

### Standard Exhibits:

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

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

## 2.0 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 **Contractor's Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.5 **County's Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.1.6 **County's Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.1.7 **County's 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.
- 2.1.8 **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/>.
- 2.1.9 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.10 **Department:** The County of Los Angeles Department of Parks and Recreation, which is entering into this Contract on behalf of the County of Los Angeles.
- 2.1.11 **Director:** Director of Department, including those delegated to exercise authority on behalf of the Director.
- 2.1.12 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.13 **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.
- 2.1.14 **Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.1.15 **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 **February 1, 2025**, after execution by County's Board, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2** The County will have the sole option to extend this Contract term for up to two (2) additional one (1) year periods and six (6) month-to-month extensions, for a maximum total Contract term of five (5) years and six (6) months. Each such extension option may be exercised at the sole discretion of the Director, or designee, as authorized by the Board of Supervisors.
- 4.3** The County maintains a database that track/monitor Contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.
- 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**

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

#### **5.2 Written Approval for Reimbursement**

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



### **5.3 Notification of 75% of Total Contract Sum**

The Contractor must maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor must send written notification to 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 and Billing Schedule and Performance Frequencies. Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment will be due to the Contractor for that work.

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

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

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

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

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

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

**For Roosevelt Park:**

**Attention: Mr. Miguel Vazquez  
Department of Parks and Recreation  
South County Community Services Agency  
360 W. El Segundo Blvd.  
Los Angeles, CA 90061-1130**

**For Walnut Nature Center:**

**Attention: Mr. Kenya Williams  
Department of Parks and Recreation  
East County Community Services Agency  
265 Cloverleaf Drive  
Baldwin Park, CA 91706**

5.5.6 **County Approval of Invoices**

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

5.5.7 **Preference Program Enterprises – Prompt Payment Program**

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

**5.6 Cost of Living Adjustments (COLA's)**

If the County elects, in its sole determination, to exercise the option years, and if requested by the Contractor, the Contract (hourly, daily, monthly, etc.) amount (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**

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

#### **7.4 Contractor's Staff Identification**

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

#### **7.5 Background and Security Investigations**

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

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

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

7.5.3 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 F (Contractor Acknowledgement and Confidentiality Agreement).

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 Amendments and Change Notices**

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

- 8.1.1 A Change Notice shall be prepared and executed by the Contractor and the Director for any changes, deemed by the Director as necessary for the proper mowing services of the area, and which affect the Contractor's service requirements set forth in Exhibit A, and any corresponding changes in the Contract Sum, not to exceed the annual contract amount plus ten percent (10%).
- 8.1.2 For any change which affects any other term or condition included in his Contract, or any changes in the Contractor's service requirements as set forth in Exhibit A that exceeds the annual contract amount plus ten percent (10%), excluding the provisions of Paragraph 5.6 (COLA) hereinabove, an Amendment shall be prepared therefore, executed by the Contractor, and thereafter by the County's Board of Supervisors.
- 8.1.3 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County

reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Director.

## **8.2 Assignment and Delegation/Mergers or Acquisitions**

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

## **8.3 Authorization Warranty**

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

## **8.4 Budget Reductions**

In the event that the County's Board 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 ten (10) 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 five (5) 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 five (5) 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 three (3) business days of mailing to the complainant.

## **8.6 Compliance with Applicable Laws**

8.6.1 In the performance of this Contract, Contractor must comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims,



demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under 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](mailto:gainstart@dpss.lacounty.gov) and [BSERVICES@OPPORTUNITY.LACOUNTY.GOV](mailto: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  
Department of Parks and Recreation  
Attention: Contracts and Procurement Division  
1000 South Fremont Avenue, Unit #40  
Building A9 West, 2<sup>ND</sup> Floor  
Alhambra, CA 91803

- 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 **Property Coverage**

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

8.25.5 **Pollution Liability Insurance**

Such insurance shall cover liability arising from the release, discharge, escape, dispersal or emission of 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. Contractor shall maintain limits not less than \$ 1 million per occurrence and \$ 1 million aggregate.

## 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:

County of Los Angeles  
 Department of Parks and Recreation  
 Attention: Contracts and Procurement Division  
 1000 South Fremont Avenue, Unit #40  
 Building A9 West, 2<sup>ND</sup> Floor  
 Alhambra, CA 91803

**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](http://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.

#### **8.60 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding**

Pursuant to [Government Code Section 84308](#), Contractor and its Subcontractors, are prohibited from making a contribution of more than \$250 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.

### **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 Intentionally Omitted**

**9.1.12 Neutrality in Labor Relations**

The Contractor must not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction will not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

**9.2 Organic Waste Recycling**

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

9.2.2 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.

9.2.3 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.

- 9.2.4 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.

### **9.3 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. The 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 UNIQUE TERMS AND CONDITIONS - DPR**

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

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

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

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

- 10.1.2 In the event the County transfer's maintenance responsibility for all or a portion (s) of the facility(ies) described in Exhibit B, Section 2.0 Facilities to be Maintain, the County reserved the right to:

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

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

## **10.2 Extraordinary Incidents, Acts of God, Third Party Negligence**

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

## **10.3 Right of Entry**

In the event this Contract is suspended or terminated in whole or in part, by the Board of Supervisors, the Board of Supervisors may instruct the Director to assume the responsibility of said Contract, employ the necessary workers, purchase materials and supplies as may be necessary for the proper performance of the work contracted. For the purpose of satisfying and/or mitigating damages

arising from a breach of this Contract, any excess costs as determined by the Director, arising therefrom over and above the compensation set forth within this Contract, may be charged against the Contractor.

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

#### **10.4 Compliance with the County’s Smoking Ban Ordinance**

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

### **11.0 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 and Change notices
- 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 11.0	Survival

## **12.0 ENFORCEMENT OF CONTRACT**

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

## **13.0 ENTIRE CONTRACT**

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

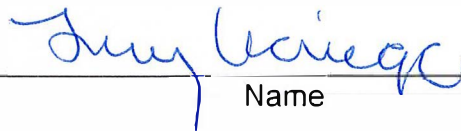


IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of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

**CONTRACTOR**

**MARIPOSA LANDSCAPES, INC.**

By



Name

Terry Noriega - President

Title

**COUNTY OF LOS ANGELES**

By

Chair, Board of Supervisors

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



Senior Deputy County Counsel

## 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 )

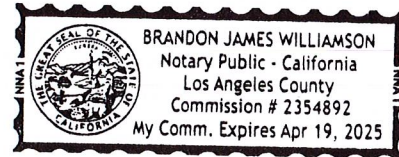
On July 24, 2024 before me, Brandon James Williamson, Notary Public  
(insert name and title of the officer)

personally appeared Terry Noriega,  
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)



## STATEMENT OF WORK MOWING SERVICES

### I. ADMINISTRATIVE SPECIFICATIONS

#### 1.0 GENERAL REQUIREMENTS

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

## STATEMENT OF WORK MOWING SERVICES

### 2.0 FACILITIES TO BE MAINTAINED

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

***(Refer to the attached Appendix B, Required Forms, Exhibit 9, Pricing and Billing Schedule and Performance Frequencies, for Sites and Addresses)***

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

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

### 3.0 CERTIFICATIONS/REPORTS

#### 3.1 Payroll Report

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

#### 3.2 Maintenance Function Report

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

#### 3.3 Certified Monitoring Reports for Living Wage Program

The Contractor shall submit to the County, certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of the Contractor's

## STATEMENT OF WORK MOWING SERVICES

current health care benefits plan, and the Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

### 4.0 ADDITIONAL WORK

- 4.1 As authorized in **Section 8.1, Amendments and Change Notices**, of the Contract, the Director or designee may at his/her discretion, modify the Contractor's On-Going Maintenance Task and Schedule when such work arises out of extraordinary incidents such as vandalism, Acts of God, and third-party negligence; or services required due to new or the modification of existing facilities or recreation programs.
- 4.2 Prior to performing any additional work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. No work shall commence without a written authorization from the Director or designee.
- 4.3 Notwithstanding the above authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the Director or designee may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. However, within twenty-four (24) hours after receiving a verbal authorization, the Contractor shall submit a written estimate to the Director or designee for approval.

### 5.0 SAFETY

- 5.1 The Contractor agrees to perform all work outlined in this Contract in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all local, County, State or other legal requirements including but not limited to, full compliance with the terms of the applicable O.S.H.A. and CAL-O.S.H.A. Safety Orders at all times so as to protect all persons, including the Contractor's employees, agents of the County, vendors, members of the public or others from foreseeable injury, or damage to their property. The Contractor shall inspect all potential hazards at said facilities and keep a log indicating date inspected and action taken.
- 5.2 It shall be the Contractor's responsibility to inspect, and identify, any condition(s) that renders any portion of the premises unsafe, as well as any

## STATEMENT OF WORK MOWING SERVICES

unsafe practices occurring thereon. The Director or designee shall be notified within 24 hours if an unsafe condition or safety hazard is discovered on the premises that requires major correction. A major correction would constitute a maintenance issue that cannot be easily corrected within 24 hours by Contractor and could be hazardous to park visitors. The Contractor will be responsible for alerting the Director or designee of the hazard and reporting it to the Maximo Call Center to create a work order. The Director or designee shall be notified immediately of any unsafe condition that requires major correction. The Contractor shall be responsible for making minor corrections including, but not limited to; filling holes in turf areas and paving, using barricades or traffic cones to alert patrons of the existence of hazards, replacing valve box covers, and securing play apparatus so as to protect members of the public or others from injury. During normal hours the Contractor shall obtain emergency medical care for any member of the public who is in need thereof, because of illness or injury occurring on the premises. The Contractor shall cooperate fully with the County in the investigation of any accidental injury or death occurring on the premises, including a complete written report thereof to the Director or designee within five (5) days following the occurrence.

### 6.0 CONTRACTOR'S STAFF

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

## STATEMENT OF WORK MOWING SERVICES

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

### 7.0 HOURS AND DAYS OF MAINTENANCE SERVICES

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

## **STATEMENT OF WORK MOWING SERVICES**

### **8.0 MOWING SCHEDULES**

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

### **9.0 INTERPRETATION OF MOWING SPECIFICATIONS**

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

### **10.0 SIGNS/IMPROVEMENTS**

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

### **11.0 UTILITIES**

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



## STATEMENT OF WORK MOWING SERVICES

system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing current usage with historical usage for the same time period. The excess cost factor, to be deducted from payments to the Contractor from the County will be presented to the Contractor by the Director or designee prior to actual deduction to allow for explanations.

### **12.0 RESPONSES, INQUIRIES, AND COMPLAINTS**

- 12.1 During the term of this contract, the Contractor shall maintain an office located in the Los Angeles Metropolitan Area. In addition, the Contractor shall maintain a telephone at the office that is listed in the telephone directory in its own name or in the firm name by which it is most commonly known.
- 12.2 During normal business hours, Contractor shall have a responsible employee(s) to receive all inquiries and complaints that may be received from the Director, County personnel or patrons using the facilities and take the necessary action. An answering service shall be considered an acceptable substitute to full-time coverage, provided the Contractor is advised of any complaint within one (1) hour of receipt of such complaint by the answering service. The Contractor's employee(s) responsible for providing the landscape maintenance services shall be available for notification through cell phone, answering service, beeper or electronic mail communications during normal business hours.
- 12.3 During normal days and hours of operation, whenever immediate action is required to prevent impending injury, death or property damage to the facilities being maintained, the County may, after a reasonable attempt to notify the Contractor, cause such action to be taken by the County work force and shall charge the cost thereof as determined by the Director, against the Contractor, or may deduct such cost from an amount due to the Contractor from the County.
- 12.4 The Contractor shall maintain a written log of all complaints. The log shall include the name of the employee logging the complaint, the date and time of the complaint, the facility where the complaint is about, a description of the complaint, the name and address of the complainant, and the action taken or the reason for non-action. The log of complaints shall be submitted monthly with the Contractor's invoice and shall be open to the inspection of the Director at all reasonable times.
- 12.5 All complaints shall be abated as soon as possible after notification; but in all cases within twenty-four (24) hours, to the satisfaction of the Director. If any complaint is not abated within twenty-four (24) hours, the Director shall be notified immediately of the reason for not abating the complaint followed by a written report to the Director within five (5) days. If the complaints are not abated within the time specified or to the satisfaction of the Director, the

## STATEMENT OF WORK MOWING SERVICES

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

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

### 13.0 NON-INTERFERENCE

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

### 14.0 GREEN INITIATIVES

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

### 15.0 NOISE

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

## II. ON-GOING MAINTENANCE TASKS

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

### 16.0 MOWING

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

## STATEMENT OF WORK MOWING SERVICES

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

### 17.0 MECHANICAL EDGING

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

## STATEMENT OF WORK MOWING SERVICES

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

### 18.0 SERVICE YARD AND STORAGE AREA

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

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

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

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

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

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

### 19.0 GROUP I SITE INSPECTION AND REPORTING - Mowing

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

19.2 Litter is not to be shredded by mowers, glass bottles are not to be driven over and broken, and excessively wet turf areas are not to be driven across.

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

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

## STATEMENT OF WORK MOWING SERVICES

### 20.0 GROUP I MANAGEMENT/SUPERVISION - Mowing

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

## III. SPECIFIC FACILITY REQUIREMENTS

### 21.0 FRANKLIN D. ROOSEVELT PARK

#### 21.1 Sports Field Maintenance - Mowing

All ball field areas within the premises shall be maintained at a level that insures a safe playing condition. All ball fields shall be mowed only with a reel mower with groomer. No rotary mower is to be used except along the outskirts.

#### 21.2 Broadleaf Control

- a. The product to be used for broadleaf control is Trimec. This product must be used with precaution and the manufacturer's label must be strictly adhered to.
- b. For optimum results, the application for broadleaf control or eradication shall be accomplished as specified in the Pricing and Billing Schedule and Performance Frequencies.

#### 21.3 Rodent Control

- a. Areas shall be maintained free of rodents including but not limited to gophers and ground squirrels causing damage to turf, shrubs, groundcover, trees and irrigation system. Fumitoxin (Aluminum Phosphide) will be used for this control.
- b. Effects of rodent activity: holes, mounds, etc., shall be backfilled, removed or raked level before mowing the facilities.

**STATEMENT OF WORK  
MOWING SERVICES**

- c. Infestation eradication means the elimination of all rodents present at the time of treatment. If the kill is not complete within forty-eight (48) hours, the area shall be retreated, at the Contractor's expense, until eradication is complete.

**LOS ANGELES AREA PARKS**  
**EXHIBIT A1 – STATEMENT OF WORK**  
**Attachments**

Attachment 1    Technical Exhibits

Attachment 2    Contractor Discrepancy Form

Attachment 3    Performance Requirements Summary (PRS) Chart

**Los Angeles Area Parks**  
**Statement of Work Technical Exhibits**  
**Mowing Services**

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

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

**Contract Discrepancy Report (Attached)**

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



## CONTRACT DISCREPANCY REPORT

**CONTRACTOR RESPONSE DUE BY \_\_\_\_\_ (enter date and time)**

<b>Date:</b>		<b>Contractor Response Received:</b>
<b>Contractor:</b>	<b>Contract No.</b>	<b>County's Project Manager:</b>
<b>Contact Person:</b>	<b>Telephone: (    )    -</b>	<b>County's Project Manager Signature:</b>
<b>Email:</b>		<b>Email:</b>

A contract discrepancy(s) is specified below. The Contractor will take corrective action and respond back to the **County personnel** 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	Approved
1					
2					
3					
4					

\*Use additional sheets if necessary

\_\_\_\_\_

*Contractor's Representative Signature*

\_\_\_\_\_

*Date Signed*

<b>Additional Comments:</b>

## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Contract: Paragraph 7.0 - Administration of Contract - Contractor	Contractor must notify the County in writing of any change in name or address to information on Exhibit E, Contractors Administration	Inspection & Observation	\$50 per occurrence
Contract: Sub-paragraph 8.5 – Complaints	Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints in accordance with the provisions of this paragraph, including any subparagraphs.	Inspection & Observation	\$50 per occurrence
Contract: Sub-paragraph 8.26 – Liquidated Damages	If the Director, or their designee, determines that there are deficiencies in the performance of this Contract and are deemed correctable by the Contractor over a certain time, and written notice was given to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said 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	Inspection & Observation	\$100 per day

**Exhibit A1 SOW  
Attachment 3**

<p>Contract: Sub-paragraph 8.28 - Nondiscrimination and Affirmative Action</p>	<p>The parties agree that if the Contractor violates any of the anti-discrimination provisions of the Contract, County shall, 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.</p>	<p>Inspection &amp; Observation</p>	<p>\$500 for each violation</p>
<p>Contract: Sub-paragraph 8.38 - Record Retention &amp; Inspection-Audit Settlement</p>	<p>Contractor to maintain all required documents as specified in Sub-paragraph 8.38</p>	<p>Inspection of files</p>	<p>\$50 per occurrence</p>
<p>Contract: Sub-paragraph 8.40 - Subcontracting</p>	<p>Contractor must obtain County's written approval prior to subcontracting any work.</p>	<p>Inspection &amp; Observation</p>	<p>\$100 per occurrence; possible termination for default of contract</p>

**Appendix B, Exhibit 9d**  
**PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES**

<b>FRANKLIN ROOSEVELT PARK</b> 7600 Graham Avenue, Los Angeles Turf Square Footage: Approximately 24.6 Acres	<b><u>Annual Frequency</u></b>	<b><u>Cost Per Frequency</u></b>	<b><u>Annual Costs</u></b>
1 <b>Mowing Services</b> Operations to be performed as specified in Exhibit B Statement of Work, PART II, ON-GOING MAINTENANCE TASKS Section 16, once per week	52	<u>\$ 418.91</u>	<u>\$ 21,783.32</u>
2 <b>Mechanical Edging</b> Tasks performed every two weeks	26	<u>\$ 167.57</u>	<u>\$ 4,356.82</u>
3 <b>Site Inspection &amp; Reporting</b> Per requirements specified in Exhibit B Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 19	52	<u>\$ 16.76</u>	<u>\$ 871.52</u>
4 <b>Management/Supervision</b> Per requirements specified in Exhibit B Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 20	52	<u>\$ 16.76</u>	<u>\$ 871.52</u>
5 <b>Sports Field Maintenance</b> Per requirements specified in Exhibit B, Statement of Work, Section 21.1, once per week	52	<u>\$ 134.05</u>	<u>\$ 6,970.60</u>
6 <b>Broadleaf Control</b> Per requirements specified in Exhibit B, Statement of Work, Section 21.2, February or March and August or September	2	\$2,178.29	<u>\$ 4,356.58</u>
7 <b>Gopher Control</b> Per requirements specified in Exhibit B, Statement of Work, Section 21.3, once per month	12	<u>\$ 363.06</u>	<u>\$ 4,356.72</u>
		<b>TOTAL ANNUAL COSTS</b>	<b><u>\$ 43,567.08</u></b>

**HOURS AND DAYS OF MAINTENANCE SERVICES**

The basic hours of service shall be 7:00 a.m. to 3:30 p.m. throughout the calendar year

**Appendix B, Exhibit 9d  
PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES**

**WALNUT NATURE PARK**

2642 Olive Street, Walnut Park

Turf Square Footage: Approximately 4.4 Acres

	<u>Annual Frequency</u>	<u>Cost Per Frequency</u>	<u>Annual Costs</u>
<b>1 Mowing Services</b> Operations to be performed as specified in Exhibit B Statement of Work, PART II, ON-GOING MAINTENANCE TASKS Section 16, April thru November once weekly, 35 Yearly Frequencies, December thru March once every two weeks, 8 Yearly Frequencies	43	<u>\$ 90.95</u>	<u>\$ 3,910.85</u>
<b>2 Site Inspection &amp; Reporting</b> Per requirements specified in Exhibit B Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 19	43	<u>\$ 11.37</u>	<u>\$ 488.91</u>
<b>3 Management/Supervision</b> Per requirements specified in Exhibit B Statement of Work PART II ON-GOING MAINTENANCE TASKS Section 20	43	<u>\$ 11.37</u>	<u>\$ 488.91</u>
<b>TOTAL ANNUAL COSTS</b>			<b><u><u>\$ 4,888.67</u></u></b>

**HOURS AND DAYS OF MAINTENANCE SERVICES**

The basic hours of service shall be 7:00 a.m. to 3:30 p.m. throughout the calendar year

**Los Angeles Area Parks  
Costs Summary**

<b>FACILITIES</b>	<b>ANNUAL COSTS</b>
Franklin Roosevelt Park	<u>\$ 43,567.08</u>
Walnut Nature Park	<u>\$ 4,888.67</u>
<b>TOTAL ANNUAL CONTRACT AMOUNT</b>	<b><u><u>\$ 48,455.75</u></u></b>

## 7.7.5 Proposer's Quality Control and Green Initiatives Plans (Section D)

### 7.7.5.1 Proposer's Quality Control Plan

We perform internal quality control on our work to free up our contract monitor or client representative (be it a Public Works Inspector or Property Manager) so that he or she will have a reduced workload. This creates a positive environment for everyone involved and enhances our client relationships. Our main philosophy behind quality control is summed up in one statement "Plan your work and work your plan."

Our Account Managers perform an initial work in process inspection when the first portion of the work activity for each work task is completed. They perform ongoing work in process quality inspections to ensure that the work tasks continue to conform to the project quality requirements. Any outstanding punch items remaining after the work task completion inspection is deemed a nonconformance. Should a problem occur in the quality of work, we systematically contain the issue and quickly make corrections. We expedite a corrective action that brings the workmanship of material issue into conformance by repair, replacement, or rework. Previously completed work is re-inspected for similar non-conformances.

Mariposa Landscapes, Inc. systematically prevents recurrences to improve quality. First, management monitoring is put into place to ensure work proceeds without incident. Then a structured problem-solving process identifies the root of the causes and initiates solutions. Solutions may involve a combination of enhanced process controls, training, upgrading of personnel qualifications, and/or higher-grade materials. Follow up ensures that a problem is completely resolved. Non-conformance and their resolutions are recorded on a Non-Conformance Report.

#### *Monthly Work Plans*

The Mariposa Account Manager will submit Monthly Work Plans describing maintenance operations of all areas contained within this contract and when the work, including trimming, pruning and applications of chemicals/fertilizers will be accomplished. Other work will include the removing and/or replacing of landscape materials within the scope of this Contract. The work may include landscape renovations of right-of-ways, medians, retention areas and/or common turf areas. The Account Manager will develop the Monthly Work Plans and submit them to the client representative by the 25th of the previous month prior to the regular monthly meeting. The Monthly Work Plan will correlate with the Annual Work Schedule in a more detailed form. After the plan is approved at the regular monthly meeting the Monthly Schedule Evaluation Form will be completed with the client representative to evaluate the performance of the current month. The Mariposa Supervisor is responsible for creating and submitting these reports.

#### *Irrigation Reports*

The Irrigation Technician will create the Irrigation Reports at the specified frequencies and the Mariposa Account Manager will insure their accurate and timely completion. These reports will include scheduled formal inspections, all service requests, authorized emergency work and repair of damage. The Irrigation Technician will be responsible for conducting a formal inspection and related repairs of the irrigation system as scheduled. Results of the inspection shall be recorded on the Irrigation Inspection Report and checked for accuracy and then delivered to the client representative. The frequency of these reports will vary depending on the work scope.



### *Account Manager/Client Meeting Work Quality Evaluations*

A critical aspect of the work is communication. Timely and accurate schedules address a lot of this; however, there is another important aspect that is sometimes overlooked: interpretations of quality. What is beautiful to some is not to others, this is why specifications are written. However, there is always some level of interpretation that can vary from person to person. The goal is to have the Mariposa Account Manager and the client representative both interpreting the expectations of the specifications in the same way. The way we accomplish this is through a graded evaluation of every aspect of the landscape on a site by the Mariposa Supervisor and the client representative. This evaluation is performed prior to the regular client representative meeting by the Mariposa Supervisor. When the regular meeting takes place, this same form is given to the client representative to evaluate the exact same items as the Mariposa Account Manager previously graded. Any differences in evaluation that the client representative has of the same work item or area that were graded by the Mariposa Supervisor are addressed immediately and clarified. The frequency of these evaluations and number of work items evaluated can vary based on the work scope. However, typically a weekly evaluation will be conducted for quality assurance. Please see the sample form provided.

### *Action Item Lists*

Even with jobs that go perfectly there are always items that come up during walk-through inspections. These items may have nothing to do with work quality but may be requests for improvement, additional work or notations of concern, etc. One of the key aspects of an action item list is a target completion date. This is included for every item on our form. The Mariposa Account Manager is committed to completion of a requested activity at an agreed upon date. This is in writing; it's quick and easy to fill out. The client representative will have confidence that we will keep our promises because they are documented. **Our goal is "Promises made are promises kept."** Please see the sample form provided.



# Work Quality Evaluation Form



Mariposa Landscapes, Inc.

## SITE INSPECTION EVALUATION FORM

Inspection Date: <input style="width: 80%;" type="text"/>	Job: <input style="width: 95%;" type="text"/>
Mariposa Account Manager <input style="width: 95%;" type="text"/>	Job Number: <input style="width: 95%;" type="text"/>
Client Representative: <input style="width: 95%;" type="text"/>	

Please give a rating of 1-10 on the following items (1 = unacceptable and 10 being perfect)

		ML	CR			ML	CR
<b>1. TURF</b>							
A	Color of turf acceptable	<input type="text"/>	<input type="text"/>	A	Free of trash/debris	<input type="text"/>	<input type="text"/>
B	Turf texture, no thin/bare areas	<input type="text"/>	<input type="text"/>	B	Free of weeds in cracks	<input type="text"/>	<input type="text"/>
C	Free of trash/debris	<input type="text"/>	<input type="text"/>	C	Standing water	<input type="text"/>	<input type="text"/>
D	Irrigation leaks visible	<input type="text"/>	<input type="text"/>	D	Safety issues reported	<input type="text"/>	<input type="text"/>
E	Over or under watering	<input type="text"/>	<input type="text"/>				
F	Dry spots	<input type="text"/>	<input type="text"/>				
<b>2. GROUND COVER/SHRUB AREAS</b>							
A	Free of trash/debris	<input type="text"/>	<input type="text"/>				
B	Free of weeds	<input type="text"/>	<input type="text"/>				
C	Mulch evenly distributed	<input type="text"/>	<input type="text"/>				
D	Irrigation leaks visible	<input type="text"/>	<input type="text"/>				
E	Groundcover trimming	<input type="text"/>	<input type="text"/>				
<b>3. TREES/SHRUBS</b>							
A	Health/vigor	<input type="text"/>	<input type="text"/>				
B	Trimmed per scheduled cycle	<input type="text"/>	<input type="text"/>				
C	Pruned correctly for species	<input type="text"/>	<input type="text"/>				
D	Walkway shrub clearance	<input type="text"/>	<input type="text"/>				
E	Walkway tree clearance	<input type="text"/>	<input type="text"/>				
F	Disease & insects controlled	<input type="text"/>	<input type="text"/>				
G	Irrigation leaks visible	<input type="text"/>	<input type="text"/>				
H	Over or under watering	<input type="text"/>	<input type="text"/>				
I	Trees staked properly	<input type="text"/>	<input type="text"/>				
<b>4. ANNUAL COLOR/POTS</b>							
A	Annual flowers healthy	<input type="text"/>	<input type="text"/>				
B	Bed/Pots free of trash/debris	<input type="text"/>	<input type="text"/>				
C	No missing annual color plants	<input type="text"/>	<input type="text"/>				
D	Disease & insects controlled	<input type="text"/>	<input type="text"/>				
E	Irrigation leaks visible	<input type="text"/>	<input type="text"/>				
F	Over or under watering	<input type="text"/>	<input type="text"/>				
<b>5. D.G. PATHS &amp; OPEN AREAS</b>							
A	Free of trash/debris	<input type="text"/>	<input type="text"/>				
B	Weeds managed/controlled	<input type="text"/>	<input type="text"/>				
C	Erosion areas repaired	<input type="text"/>	<input type="text"/>				
				<b>6. HARDSCAPE AREAS</b>			
				A	Free of trash/debris	<input type="text"/>	<input type="text"/>
				B	Free of weeds in cracks	<input type="text"/>	<input type="text"/>
				C	Standing water	<input type="text"/>	<input type="text"/>
				D	Safety issues reported	<input type="text"/>	<input type="text"/>
				<b>7. IRRIGATION</b>			
				A	Controllers working	<input type="text"/>	<input type="text"/>
				B	Controllers programmed properly	<input type="text"/>	<input type="text"/>
				C	Schedules submitted/updated	<input type="text"/>	<input type="text"/>
				D	Valves working properly	<input type="text"/>	<input type="text"/>
				E	Valves leaking	<input type="text"/>	<input type="text"/>
				F	Backflow(s) on	<input type="text"/>	<input type="text"/>
				G	Backflow(s) Leaking	<input type="text"/>	<input type="text"/>
				H	Meter readings (if in scope) up-to-date	<input type="text"/>	<input type="text"/>
				I	Water usage analysis up-to-date	<input type="text"/>	<input type="text"/>
				<b>8. L.V. LIGHTING (if applies)</b>			
				A	System has power	<input type="text"/>	<input type="text"/>
				B	Timer/photocell working	<input type="text"/>	<input type="text"/>
				C	Bulbs working	<input type="text"/>	<input type="text"/>
				D	Fixtures clean	<input type="text"/>	<input type="text"/>
				E	Fixtures broken	<input type="text"/>	<input type="text"/>
				F	Fixtures aimed properly	<input type="text"/>	<input type="text"/>
				<b>9. WATER FEATURES (if applies)</b>			
				A	Power/working properly	<input type="text"/>	<input type="text"/>
				B	Leaks	<input type="text"/>	<input type="text"/>
				C	Cleaned of debris at inlets	<input type="text"/>	<input type="text"/>
				<b>10. OTHER (if applies)</b>			
				A	Dog mess cleaned up	<input type="text"/>	<input type="text"/>
				B	Dog stations replenished	<input type="text"/>	<input type="text"/>
				C	Trash cans dumped & new liners	<input type="text"/>	<input type="text"/>
				D	Play equipment clean	<input type="text"/>	<input type="text"/>
				E	Ramadas/picnic tables/BBQs clean	<input type="text"/>	<input type="text"/>
				F	Response time on call-outs	<input type="text"/>	<input type="text"/>
				G	General safety issues reported	<input type="text"/>	<input type="text"/>

Only enter ratings for items that are applicable to this project (blank = Not Applicable at this time)

**OVERALL RATING:** Per the above individual ratings, please provide an overall rating from 1 to 10

\_\_\_\_\_  
Mariposa Account Manager Signature/Date (ML)

\_\_\_\_\_  
Client Representative Signature/Date (CL)





Action Items Form



Mariposa Landscapes, Inc.

**ACCOUNT MANAGER INSPECTION ACTION ITEMS**

Today's Date:  Job:   
Job Number:

	<b>ACTION ITEMS</b>	<b>Resolution Date</b>
1.	<hr/> <hr/> <hr/>	<input type="text"/>
2.	<hr/> <hr/> <hr/>	<input type="text"/>
3.	<hr/> <hr/> <hr/>	<input type="text"/>
4.	<hr/> <hr/> <hr/>	<input type="text"/>
5.	<hr/> <hr/> <hr/>	<input type="text"/>
6.	<hr/> <hr/> <hr/>	<input type="text"/>
7.	<hr/> <hr/> <hr/>	<input type="text"/>
8.	<hr/> <hr/> <hr/>	<input type="text"/>
9.	<hr/> <hr/> <hr/>	<input type="text"/>
10.	<hr/> <hr/> <hr/>	<input type="text"/>

\_\_\_\_\_  
Mariposa Account Manager Signature/Date

\_\_\_\_\_  
Client Representative Signature/Date



## 7.7.5.2 Proposer's Green Initiatives/Organic Waste Disposal

Mariposa Landscapes, Inc. uses every effort to implement "green" environment and energy conservation measures.

All products anticipated for use as part of meeting the SOW requirements for this RFP will be compatible with products used by the County. Any chemical or fertilizer materials needed or recommended, will be submitted by the Mariposa PCA to the County, for approval.

Our company has a recycling program for green waste and paper products. We implement this program at our local offices and at all job sites.



Mariposa self performs most of the hauling of green waste generated on projects throughout Southern California. This responsibility has led to specific training protocols for all crew members related to preventing contamination and avoiding paper or plastic in green waste bins. Foremen and Supervisors check green waste on site daily and observe green waste materials brought back to operating yards for disposal to prevent contamination.

Mariposa currently uses hybrid vehicles for supervisory staff, as well as electric powered tools such blowers and weed whips on several current contracts. We intend to fully comply with the electric equipment requirements for this RFP before the required date of January 2, 2024. This equipment will include but not be limited to blowers, string trimmers, and hedge trimmers. We strive to be as environmentally conscientious as possible and are expanding our operations testing large format electric mowers, to achieve this goal.

Mariposa implements integrated pest management (IPM) programs for most public sector contracts. When such programs are not published and required, the on-staff PCA has been able to organize and write recommendations for specific properties with specific needs or requirements.

Mariposa works with all clients to assure optimum water usage where possible. Extensive use of drip irrigation, smart controllers, and mulching are some of the most powerful tools available for water savings. These initiatives are prime components of our environmentally sustainable best practices.

In addition to items listed above for Mariposa's Green Initiative, we are also committed to leading the industry in minimizing the impact of our activities on the environment.

The key points of its strategy to achieve this are:

- Minimize waste by evaluating operations and ensuring they are as efficient as possible.
- Minimize toxic emissions through the selection and use of its fleet and equipment.
- Actively promote recycling both internally and amongst its customers and suppliers.
- Meet or exceed all the environmental legislation that relates to the Company.
- Adhere to all local codes and ordinances regarding water conservation.



## COUNTY'S ADMINISTRATION

CONTRACT NO. \_\_\_\_\_

### COUNTY PROJECT DIRECTOR:

Name: Kenya Williams

Title: Regional Grounds Maintenance Supervisor

Address: 265 Cloverleaf Drive. Baldwin Park Ca, 91706

Telephone: 626-674-6655 Facsimile: \_\_\_\_\_

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

### COUNTY PROJECT MANAGER:

Name: Victor Padilla

Title: Assistant Regional Grounds Maintenance Supervisor

Address: 265 Cloverleaf Drive. Baldwin Park CA, 91706

Telephone: 626-252-3443 Facsimile: \_\_\_\_\_

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

### COUNTY CONTRACT PROJECT MONITOR:

Name: Mariano Menjivar

Title: Grounds Maintenance Supervisor

Address: 4914 Cesar Chavez Ave. Los Angeles Ca, 90022

Telephone: 626-726-5059 Facsimile: \_\_\_\_\_

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

**CONTRACTOR'S ADMINISTRATION****CONTRACTOR'S NAME:** Mariposa Landscapes, Inc**CONTRACT NO:** \_\_\_\_\_**CONTRACTOR'S PROJECT MANAGER:** Craig JohnsonName: Craig JohnsonTitle: Area ManagerAddress: 15529 Arrow Highway Irwindale, CA 91702Telephone: (714) 686-3560Facsimile: (626) 960-8477E-Mail Address: craig.johnson@mariposa-ca.com**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**Name: Terry NoriegaTitle: PresidentAddress: 6232 Santos Diaz St., Irwindale, Ca 91702Telephone: (626) 960-0196Facsimile: (626) 960-8477E-Mail Address: estimating@mariposa-ca.comName: Antonio ValenzuelaTitle: SecretaryAddress: 6232 Santos Diaz St., Irwindale, Ca 91702Telephone: (626) 960-0196Facsimile: (626) 960-8477E-Mail Address: estimating@mariposa-ca.com**Notices to Contractor shall be sent to the following:**Name: Terry NoriegaTitle: PresidentAddress: 6232 Santos Diaz St., Irwindale, Ca 91702Telephone: (626) 960-0196Facsimile: (626) 960-8477E-Mail Address: estimating@mariposa-ca.com

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR NAME Mariposa Landscapes, Inc Contract No. \_\_\_\_\_

**GENERAL INFORMATION:**

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

**CONTRACTOR ACKNOWLEDGEMENT:**

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

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

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

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

SIGNATURE:  DATE: 7 / 24 / 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](http://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](http://BabySafeLA.org) to learn more.

No shame | No blame | No names

ANY FIRE STATION.  
ANY HOSPITAL.  
ANY TIME.

1.877.222.9723  
[BabySafeLA.org](http://BabySafeLA.org)

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



No shame | No blame | No names





## FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

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

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

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

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

## ANSWERS TO YOUR QUESTIONS

### Who is legally allowed to surrender the baby?

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

### Do you need to call ahead before surrendering a baby?

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

### What information needs to be provided?

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

### What happens to the baby?

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

### What happens to the parent or surrendering adult?

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

### How can a parent get a baby back?

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

### If you're unsure of what to do:

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

**1.877.222.9723 or BabySafeLA.org**

English, Spanish and 140 other languages spoken.





COUNTY OF LOS ANGELES  
LIVING WAGE PROGRAM

PAYROLL STATEMENT OF COMPLIANCE

I, \_\_\_\_\_, \_\_\_\_\_  
(Name of Owner or Company Representative) (Title)

Do hereby state:

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

# Smoking Ban Ordinance

## **ORDINANCE NO. 2009-0044**

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

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

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

### **17.04.035 Contract-operated facilities.**

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

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

### **17.04.185 Smoking.**

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

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

### **17.04.645 Smoking Prohibited,**

Smoking shall be prohibited at all parks, except:

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

[1704035CSCC]



## Contribution and Agent Declaration Form

This form must be completed separately by all bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles ("County").

Pursuant to the Levine Act (Government Code section 84308), a member of the Board of Supervisors, other elected County officials (the Sheriff, Assessor, and the District Attorney), and other County employees and/or officers ("County Officers") are disqualified and not able to participate in a proceeding involving contracts, franchises, licenses, permits and other entitlements for use if the County Officer received more than \$250 in contributions in the past 12 months from the bidder, proposer or applicant, any paid agent of the bidder, proposer, or applicant, or any financially interested participant who actively supports or opposes a particular decision in the proceeding.

**State law requires you to disclose information about contributions made by you, your company, and lobbyists and agents paid to represent you. Failure to complete the form in its entirety may result in significant delays in the processing of your application and potential disqualification from the procurement or application process.**

**You must fully answer the applicable questions below. You ("Declarant"), or your company, if applicable, including all entities identified below (collectively, "Declarant Company") must also answer the questions below. The term "employee(s)" shall be defined as employees, officers, partners, owners, or directors of Declarant Company.**

**An affirmative response to any questions will not automatically cause the disqualification of your bid/proposal, or the denial of your application for a license, permit or other entitlement. However, failure to answer questions completely, in good faith, or providing materially false answers may subject a bidder/proposer to disqualification from the procurement.**

*This material is intended for use by bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles and does not constitute legal advice. If you have questions about the Levine Act and how it applies to you, you should call your lawyer or contact the Fair Political Practices Commission for further guidance.*



# Contribution and Agent Declaration Form

Complete each section below. State "none" if applicable.

## A. COMPANY OR APPLICANT INFORMATION

1) Declarant Company or Applicant Name:

Mariposa Landscapes, Inc.

a) If applicable, identify all subcontractors that have been or will be named in your bid or proposal:

Valley Vista Services

b) If applicable, variations and acronyms of Declarant Company's name used within the past 12 months:

c) Identify all entities or individuals who have the authority to make decisions for you or Declarant Company about making contributions to a County Officer, regardless of whether you or Declarant Company have actually made a contribution:

Terry Noriega

### [IF A COMPANY, ANSWER QUESTIONS 2 - 3]

2) Identify only the Parent(s), Subsidiaries and Related Business Entities that Declarant Company has controlled or directed, or been controlled or directed by. "Controlled or directed" means shared ownership, 50% or greater ownership, or shared management and control between the entities.

a) Parent(s):

b) Subsidiaries:

c) Related Business Entities:

Mariposa Tree Management, Inc.

3) If Declarant Company is a closed corporation (non-public, with under 35 shareholders), identify the majority shareholder.

Terry Noriega



# Contribution and Agent Declaration Form

- 4) Identify all entities (proprietorships, firms, partnerships, joint ventures, syndicates, business trusts, companies, corporations, limited liability companies, associations, committees, and any other organization or group of persons acting in concert) whose contributions you or Declarant Company have the authority to direct or control.
  
- 5) Identify any individuals such as employees, agents, attorneys, law firms, lobbyists, and lobbying firms who are or who will act on behalf of you or Declarant Company and who will receive compensation to communicate with a County Officer regarding the award or approval of **this** contract or project, license, permit, or other entitlement for use.

*(Do **not** list individuals and/or firms who, as part of their profession, either (1) submit to the County drawings or submissions of an architectural, engineering, or similar nature, **or** (2) provide purely technical data or analysis, **and** who will not have any other type of communication with a County agency, employee, or officer.)*

Terry Noriega, Tony Valenzuela, Luis Valenzuela, Antonio Valenzuela

- 6) If you or Declarant Company are a 501(c)(3) non-profit organization, identify the compensated officers of your organization and the compensated members of your board.

**B. CONTRIBUTIONS**

- 1) Have you or the Declarant Company solicited or directed your employee(s) or agent(s) to make contributions, whether through fundraising events, communications, or any other means, to a County Officer in the past 12 months? If so, provide details of each occurrence, including the date.

Date (contribution solicited, or directed)	Recipient Name (elected official)	Amount

\*Please attach an additional page, if necessary.



# Contribution and Agent Declaration Form

2) Disclose all contributions made by you or any of the entities and individuals identified in Section A to a County officer in the past 12 months.

Date (contribution made)	Name (of the contributor)	Recipient Name (elected official)	Amount

\*Please attach an additional page, if necessary.

C. DECLARATION

By signing this Contribution and Agent Declaration form, you (Declarant), or you and the Declarant Company, if applicable, attest that you have read the entirety of the Contribution Declaration and the statements made herein are true and correct to the best of your knowledge and belief. (Only complete the one section that applies.)

There are 0 additional pages attached to this Contribution Declaration Form.

**COMPANY BIDDERS OR APPLICANTS**

I, Terry Noriega (Authorized Representative), on behalf of Mariposa (Declarant Company), at which I am employed as President (Title), attest that after having made or caused to be made a reasonably diligent investigation regarding the Declarant Company, the foregoing responses, and the explanation on the attached page(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject Declarant Company to consequences, including disqualification of its bid/proposal or delays in the processing of the requested contract, license, permit, or other entitlement.

**IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:**

By signing this Contribution and Agent Declaration form, you also agree that, if Declarant Company hires an agent, such as, but not limited to, an attorney or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, you agree to inform the County of the identity of the agent or lobbyist and the date of their hire. You also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County officer (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by the Declarant Company, or, if applicable, any of the Declarant Company's proposed subcontractors, agents, lobbyists, and employees who have communicated or will communicate with the County about this contract, license, permit, or other entitlement after



# Contribution and Agent Declaration Form

the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

Judy L. [Signature]  
Signature

5-30-24  
Date

## **INDIVIDUAL BIDDERS OR APPLICANTS**

I, \_\_\_\_\_, declare that the foregoing responses and the explanation on the attached sheet(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject me to consequences, including disqualification of my bid/proposal or delays in the processing of the requested license, permit, or other entitlement.

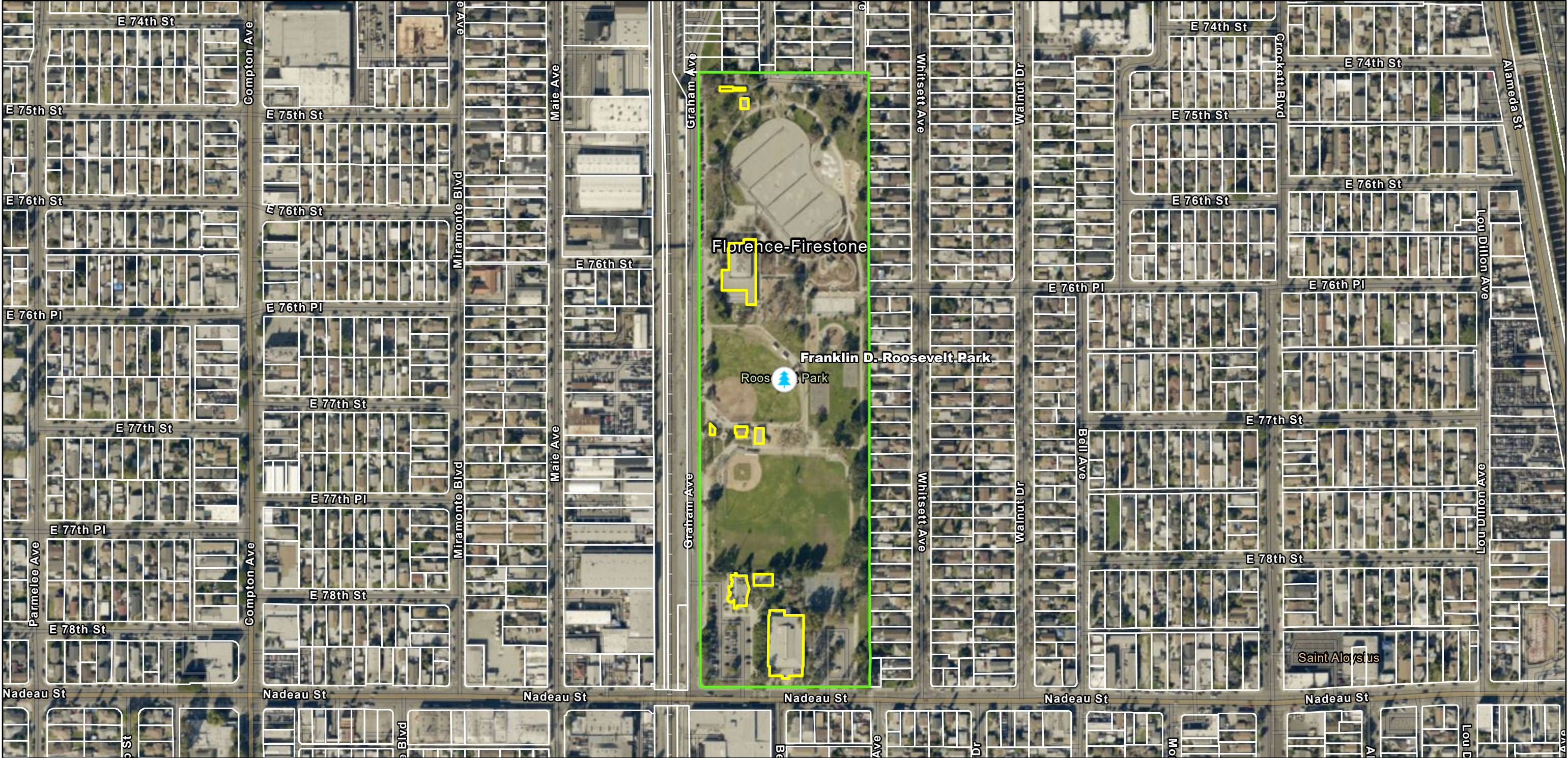
## **IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:**

If I hire an agent or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, I agree to inform the County of the identity of the agent or lobbyist and the date of their hire. I also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County official (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by me, or an agent such as, but not limited to, a lobbyist or attorney representing me, that are made after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

\_\_\_\_\_  
Signature





\_\_\_\_\_  
Date

# Franklin D. Roosevelt Park

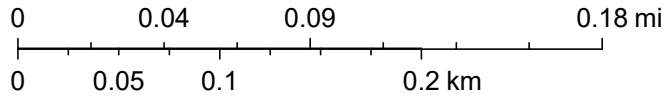


11/15/2023, 6:15:43 PM

DPR Parks (Points)

-  South
-  DPR Park Buildings
-  DPR Park Facilities View - County Parks (Outline)
-  2021 Supervisorial Districts (Black)

1:4,514



Esri Community Maps Contributors, County of Los Angeles, California State Parks, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA







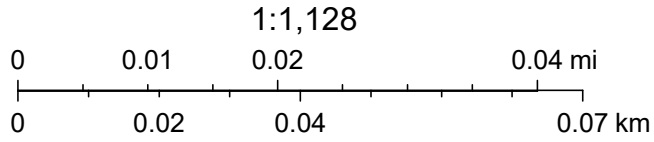
# Walnut Nature Park



11/15/2023, 6:20:01 PM

DPR Parks (Points)

-  East
-  DPR Park Buildings
-  DPR Park Facilities View - County Parks (Outline)
-  2021 Supervisorial Districts (Black)



Esri Community Maps Contributors, County of Los Angeles, California State Parks, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA



**CONTRACT BY AND BETWEEN**

**COUNTY OF LOS ANGELES  
DEPARTMENT OF PARKS AND RECREATION**

**AND**

**MARIPOSA LANDSCAPES, INC.**

**FOR**

**LANDSCAPE MAINTENANCE SERVICES**

**FOR THE**

**LOS ANGELES COUNTY ARBORETUM AND BOTANIC GARDEN**

**TABLE OF CONTENTS**

<b><u>PARAGRAPH</u></b>	<b><u>PAGE</u></b>
<b>RECITALS</b> .....	<b>1</b>
<b>1.0 APPLICABLE DOCUMENTS</b> .....	<b>2</b>
<b>2.0 DEFINITIONS</b> .....	<b>2</b>
2.1 Standard Definitions.....	2
<b>3.0 WORK</b> .....	<b>4</b>
<b>4.0 TERM OF CONTRACT</b> .....	<b>4</b>
<b>5.0 CONTRACT SUM</b> .....	<b>4</b>
5.1 Total Contract Sum.....	4
5.2 Written Approval for Reimbursement.....	4
5.3 Notification of 75% of Total Contract Sum.....	5
5.4 No Payment for Services Provided Following Expiration - Termination of Contract.....	5
5.5 Invoices and Payments.....	5
5.6 Cost of Living Adjustments (COLA's).....	6
5.7 Default Method of Payment: Direct Deposit or Electronic Funds Transfer.....	7
<b>6.0 ADMINISTRATION OF CONTRACT - COUNTY</b> .....	<b>7</b>
6.1 County's Administration.....	7
6.2 County's Project Director.....	7
6.3 County's Project Manager.....	7
6.4 County's Project Monitor.....	8
<b>7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR</b> .....	<b>8</b>
7.1 Contractor's Administration.....	8
7.2 Contractor's Project Manager.....	8
7.3 Approval of Contractor's Staff.....	8
7.4 Contractor's Staff Identification.....	8
7.5 Background and Security Investigations.....	8
7.6 Confidentiality.....	9
<b>8.0 STANDARD TERMS AND CONDITIONS</b> .....	<b>10</b>
8.1 Amendments and Change Notices.....	10
8.2 Assignment and Delegation/Mergers or Acquisitions.....	10

## TABLE OF CONTENTS

<b><u>PARAGRAPH</u></b>	<b><u>PAGE</u></b>
8.3 Authorization Warranty.....	11
8.4 Budget Reductions.....	11
8.5 Complaints .....	12
8.6 Compliance with Applicable Laws .....	12
8.7 Compliance with Civil Rights Laws.....	13
8.8 Compliance with the County’s Jury Service Program.....	13
8.9 Conflict of Interest .....	15
8.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List.....	15
8.11 Consideration of Hiring GAIN/START Participants.....	15
8.12 Contractor Responsibility and Debarment.....	16
8.13 Contractor’s Acknowledgement of County’s Commitment to Safely Surrendered Baby Law .....	18
8.14 Contractor’s Warranty of Adherence to County’s Child Support Compliance Program .....	18
8.15 County’s Quality Assurance Plan .....	18
8.16 Damage to County Facilities, Buildings or Grounds .....	19
8.17 Employment Eligibility Verification.....	19
8.18 Counterparts and Electronic Signatures and Representations.....	19
8.19 Fair Labor Standards .....	20
8.20 Force Majeure .....	20
8.21 Governing Law, Jurisdiction, and Venue.....	21
8.22 Independent Contractor Status .....	21
8.23 Indemnification .....	21
8.24 General Provisions for all Insurance Coverage.....	21
8.25 Insurance Coverage.....	25
8.26 Liquidated Damages .....	26
8.27 Most Favored Public Entity.....	27
8.28 Nondiscrimination and Affirmative Action .....	28
8.29 Non Exclusivity.....	29
8.30 Notice of Delays .....	29

## TABLE OF CONTENTS

<b><u>PARAGRAPH</u></b>	<b><u>PAGE</u></b>
8.31 Notice of Disputes .....	29
8.32 Notice to Employees Regarding the Federal Earned Income Credit .....	29
8.33 Notice to Employees Regarding the Safely Surrendered Baby Law .....	30
8.34 Notices .....	30
8.35 Prohibition Against Inducement or Persuasion.....	30
8.36 Public Records Act.....	30
8.37 Publicity.....	31
8.38 Record Retention and Inspection-Audit Settlement.....	31
8.39 Recycled Bond Paper .....	33
8.40 Subcontracting .....	33
8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program.....	34
8.42 Termination for Convenience .....	34
8.43 Termination for Default.....	35
8.44 Termination for Improper Consideration.....	36
8.45 Termination for Insolvency .....	37
8.46 Termination for Non-Adherence of County Lobbyist Ordinance .....	37
8.47 Termination for Non-Appropriation of Funds .....	37
8.48 Validity.....	37
8.49 Waiver .....	38
8.50 Warranty Against Contingent Fees .....	38
8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program .....	38
8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program.....	38
8.53 Time Off for Voting .....	38
8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking .....	39
8.55 Integrated Pest Management (IPM) Program Compliance.....	39
8.56 Compliance with Fair Chance Employment Hiring Practices.....	40
8.57 Compliance with the County Policy of Equity .....	40
8.58 Prohibition from Participation in Future Solicitation(s).....	40

## TABLE OF CONTENTS

<b><u>PARAGRAPH</u></b>	<b><u>PAGE</u></b>
8.59 Injury and Illness Prevention Program .....	41
8.60 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding .....	41
<b>9.0 UNIQUE TERMS AND CONDITIONS .....</b>	<b>41</b>
9.1 Compliance with the County’s Living Wage Program.....	41
9.2 Organic Waste Recycling .....	47
9.3 Procurement of SB 1383-Compliant Compost and Mulch.....	48
<b>10.0 UNIQUE TERMS AND CONDITIONS - DPR .....</b>	<b>48</b>
<b>11.0 SURVIVAL.....</b>	<b>50</b>
<b>12.0 ENFORCEMENT OF CONTRACT .....</b>	<b>51</b>
<b>13.0 ENTIRE CONTRACT.....</b>	<b>52</b>
<b>SIGNATURES.....</b>	<b>53</b>

### STANDARD EXHIBITS

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

**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
AND  
MARIPOSA LANDSCAPES, INC.  
FOR  
LANDSCAPE MAINTENANCE SERVICES AT  
LOS ANGELES COUNTY ARBORETUM AND BOTANIC GARDEN**

This Contract ("Contract") made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between the County of Los Angeles, hereinafter referred to as "County" and Mariposa Landscapes, Inc., hereinafter referred to as "Contractor".

**RECITALS**

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

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

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

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

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

## 1.0 APPLICABLE DOCUMENTS

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

### Standard Exhibits:

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

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

## 2.0 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 **Contractor's Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.5 **County's Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.1.6 **County's Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.1.7 **County's 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.
- 2.1.8 **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/>.
- 2.1.9 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.10 **Department:** The County of Los Angeles Department of Parks and Recreation, which is entering into this Contract on behalf of the County of Los Angeles.
- 2.1.11 **Director:** Director of Department, including those delegated to exercise authority on behalf of the Director.
- 2.1.12 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.13 **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.
- 2.1.14 **Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.1.15 **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 **December 1, 2024**, after execution by County's Board, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2** The County will have the sole option to extend this Contract term for up to two (2) additional one (1) year periods and six (6) month-to-month extensions, for a maximum total Contract term of five (5) years and six (6) months. Each such extension option may be exercised at the sole discretion of the Director, or designee, as authorized by the Board of Supervisors.
- 4.3** The County maintains a database that track/monitor Contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.
- 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**

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

#### **5.2 Written Approval for Reimbursement**

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

### **5.3 Notification of 75% of Total Contract Sum**

The Contractor must maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor must send written notification to 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 and Billing Schedule and Performance Frequencies. Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment will be due to the Contractor for that work.

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

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

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

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

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

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

**Department of Parks and Recreation  
Los Angeles County Arboretum and Botanic Garden  
301 N Baldwin Avenue, Arcadia, CA 91007  
Attention: Mr. Timothy Phillips**

5.5.6 **County Approval of Invoices**

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

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

**5.6 Cost of Living Adjustments (COLA's)**

If the County elects, in its sole determination, to exercise the option years, and if requested by the Contractor, the Contract (hourly, daily, monthly, etc.) amount (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**

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

#### **7.4 Contractor's Staff Identification**

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

#### **7.5 Background and Security Investigations**

7.5.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, must undergo and pass a background investigation to the satisfaction of County as a condition of beginning

and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

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

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

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 Amendments and Change Notices**

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

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

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

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

### **8.2 Assignment and Delegation/Mergers or Acquisitions**

8.2.1 The Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County



of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

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

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

### **8.3 Authorization Warranty**

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

### **8.4 Budget Reductions**

In the event that the County's Board 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 ten (10) 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 five (5) 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 five (5) 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 three (3) business days of mailing to the complainant.

## **8.6 Compliance with Applicable Laws**

8.6.1 In the performance of this Contract, Contractor must comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under 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](mailto:gainstart@dpss.lacounty.gov) and [BSERVICES@OPPORTUNITY.LACOUNTY.GOV](mailto: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  
Department of Parks and Recreation  
Attention: Contracts and Procurement Division

1000 South Fremont Avenue, Unit #40  
Building A9 West, 2<sup>ND</sup> Floor  
Alhambra, CA 91803

- 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 **Property Coverage**

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

8.25.5 **Pollution Liability Insurance**

Such insurance shall cover liability arising from the release, discharge, escape, dispersal or emission of 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. Contractor shall maintain limits not less than \$ 1 million per occurrence and \$ 1 million aggregate.

**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:

County of Los Angeles  
Department of Parks and Recreation  
Attention: Contracts and Procurement Division  
1000 South Fremont Avenue, Unit #40  
Building A9 West, 2<sup>ND</sup> Floor  
Alhambra, CA 91803

#### **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](http://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.

## **8.60 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding**

Pursuant to [Government Code Section 84308](#), Contractor and its Subcontractors, are prohibited from making a contribution of more than \$250 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.

# **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 **Intentionally Omitted**

9.1.12 **Neutrality in Labor Relations**

The Contractor must not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction will not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

**9.2 Organic Waste Recycling**

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

9.2.2 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.

9.2.3 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.

9.2.4 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.

### **9.3 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. The 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 UNIQUE TERMS AND CONDITIONS - DPR**

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

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

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

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

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

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

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

## **10.2 Extraordinary Incidents, Acts of God, Third Party Negligence**

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

## **10.3 Right of Entry**

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

Director, arising therefrom over and above the compensation set forth within this Contract, may be charged against the Contractor.

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

#### **10.4 Compliance with the County's Smoking Ban Ordinance**

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

### **11.0 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 and Change notices
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 11.0	Survival

## **12.0 ENFORCEMENT OF CONTRACT**

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

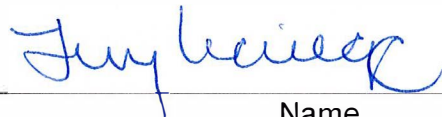
### **13.0 ENTIRE CONTRACT**

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

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

**CONTRACTOR**

**MARIPOSA LANDSCAPES, INC.**

By  \_\_\_\_\_  
Name  
Terry Noriega - President  
\_\_\_\_\_  
Title

**COUNTY OF LOS ANGELES**

By \_\_\_\_\_  
Chair, Board of Supervisors

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  \_\_\_\_\_  
Senior Deputy County Counsel

## 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 July 24, 2024 before me, Brandon James Williamson, Notary Public  
(insert name and title of the officer)

personally appeared Terry Noriega,  
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.

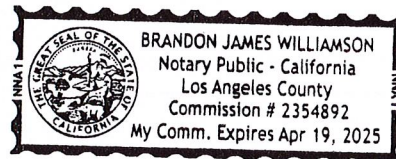
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



## STATEMENT OF WORK LANDSCAPE MAINTENANCE SERVICES

### I. ADMINISTRATIVE SPECIFICATIONS

#### 1.0 GENERAL REQUIREMENTS

- 1.1 The Contractor shall thoroughly complete each task in a professional, workmanlike manner. To this end, the Contractor will use quality equipment and materials that comply with all current regulations. The safety of workers, passersby, and the public shall be paramount.
- 1.2 The Contractor shall provide the labor, materials, and equipment necessary for the provision of grounds and landscape maintenance services, except as otherwise specified hereinafter. Tasks shall be performed with nothing but the highest of standards at no less than the frequencies set forth herein. The following areas identified in Exhibit P-1 are excluded from all contract landscape maintenance services: (1) Arcadia Wash Drainage Channel; (2) Tropical Forest Area; (3) Garden for all Season; (4) Herb Garden; and (5) Desert Garden.
- 1.3 The Contractor is hereby required to render and provide building and grounds maintenance services including, but not limited to, the maintenance of turf, groundcover, shrubs and trees; maintenance, repair and preparation of athletic areas; the pruning of trees and shrubs; providing weed, disease, and pest control; providing maintenance of aquatic areas, maintenance of Arboretum trails, and the maintenance of any appurtenant structures and equipment pursuant to specifications and frequencies established by the County of Los Angeles Department of Parks and Recreation, as set forth herein or revised by County. The specific frequencies per site are identified in Exhibit A, Pricing and Billing Schedule and Performances Frequencies and govern the Contractor's completion of required operations.
- 1.4 The Contractor shall not work or perform any operations, particularly during periods of inclement weather, which may destroy or damage groundcover, athletic or turf areas.
- 1.5 The Contractor recognizes that during the course of this Contract, other activities and operations may be conducted by County work forces and other contracted parties. These activities may include, but not be limited to, landscape refurbishment, irrigation system modification or repair, construction and/or storm related operations. The Contractor may be required to modify or curtail certain tasks and operations and shall promptly comply with any request therefor by the Director or his Designee.
- 1.6 The Contractor shall, during the hours and days of maintenance service, as identified in **Section 7.0**, respond to all emergencies within two (2) hours of notification.

## STATEMENT OF WORK LANDSCAPE MAINTENANCE SERVICES

- 1.7 The Contractor shall be required to clearly identify and equip each vehicle used at said facilities with decals on the exterior right and left front door panels identifying the Contractor's name, and phone number.
- 1.8 Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits. Contractor shall purchase, store and use environmentally and human friendly products that are compatible with products used by County. County shall determine compatibility and approve Contractor’s products prior to their use.

### 2.0 FACILITY TO BE MAINTAINED

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

***(Refer to the attached Appendix O, Performance Frequencies Sheets for Sites and Addresses)***

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

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

### 3.0 CERTIFICATIONS/REPORTS

#### 3.1 Payroll Report

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

#### 3.2 Maintenance Function Report

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

## STATEMENT OF WORK LANDSCAPE MAINTENANCE SERVICES

### 3.3 Certification of Specialty Type Maintenance

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

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

### 3.4 Certified Monitoring Reports for Living Wage Program

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

### 3.5 Hauler Tracking and Reporting

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

## STATEMENT OF WORK LANDSCAPE MAINTENANCE SERVICES

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

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

### 3.6 Diesel Particulate Matter Control Measures

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

## 4.0 ADDITIONAL WORK

- 4.1 As authorized in **Section 8.0, Change Notices and Amendments**, of the Contract, the Director or his Designee may at his/her discretion, modify the Contractor's On-Going Maintenance Task and Schedule when such work arises out of extraordinary incidents such as vandalism, Acts of God, and third party negligence; or services required due to new or the modification of existing facilities or recreation programs.
- 4.2 Prior to performing any additional work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. No work shall commence without a written authorization from the Director or his Designee.
- 4.3 Notwithstanding the above authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the Director or his Designee may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. However, within twenty-four (24) hours after receiving a verbal authorization, the Contractor shall submit a written estimate to the Director or his Designee for approval.

## 5.0 SAFETY

- 5.1 The Contractor agrees to perform all work outlined in this Contract in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all local, County, State or other legal requirements including but not limited to, full compliance with the terms of the applicable O.S.H.A. and CAL-O.S.H.A. Safety Orders at all times so as to protect all persons, including the Contractor's employees, agents of the County, vendors, members of the public or others from foreseeable injury, or damage to their property. The



## **STATEMENT OF WORK LANDSCAPE MAINTENANCE SERVICES**

Contractor shall inspect all potential hazards at said facilities and keep a log indicating date inspected and action taken.

- 5.2 It shall be the Contractor's responsibility to inspect, and identify, any condition(s) that renders any portion of the premises unsafe, as well as any unsafe practices occurring thereon. The Director or designee shall be notified within 24 hours if an unsafe condition or safety hazard is discovered on the premises that requires major correction. A major correction would constitute a maintenance issue that cannot be easily corrected within 24 hours by Contractor and could be hazardous to park visitors. The Contractor will be responsible for alerting the Director or designee of the hazard and reporting it to the Maximo Call Center to create a work order. The Director or designee shall be notified immediately of any unsafe condition that requires major correction. The Contractor shall be responsible for making minor corrections including, but not limited to; filling holes in turf areas and paving, using barricades or traffic cones to alert patrons of the existence of hazards, replacing valve box covers, and securing play apparatus so as to protect members of the public or others from injury. During normal hours the Contractor shall obtain emergency medical care for any member of the public who is in need thereof, because of illness or injury occurring on the premises. The Contractor shall cooperate fully with the County in the investigation of any accidental injury or death occurring on the premises, including a complete written report thereof to the Director or designee within five (5) days following the occurrence.

### **6.0 CONTRACTOR'S STAFF**

- 6.1 The Contractor shall provide sufficient personnel to perform all work in accordance with the specifications set forth herein. The Contractor's employees, whether assigned to any one facility or as part of a crew serving any number of facilities, shall include at least one individual who speaks and comprehends the English language.
- 6.2 The Contractor shall designate a person who will be able to respond to emergencies after normal business hours. Designee shall be available for notification through a cell phone, answering service, beeper or electronic mail communication device to receive or respond to emergency situations.
- 6.3 The Director has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff.
- 6.4 The Director may at any time give the Contractor written notice to the effect that the conduct or action of a designated employee of the Contractor is, in the reasonable belief of the Director, detrimental to the interest of the public patronizing the premises. The Contractor shall meet with the Director or his authorized representative to consider the appropriate course of action with

## STATEMENT OF WORK LANDSCAPE MAINTENANCE SERVICES

respect to the matter and the Contractor shall take reasonable measures under the circumstances to assure the Director that the conduct and activities of the Contractor's employee(s) will not be detrimental to the interest of the public patronizing the premises.

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

### 7.0 HOURS AND DAYS OF MAINTENANCE SERVICES

- 7.1 The basic daily hours of maintenance service shall be as follows:  
***Please refer to the Performance Frequencies Information Sheet specific to the contract being solicited.***
- 7.2 The Contractor shall be required to provide landscape and ground maintenance services five (5) days per week Monday through Friday. Contractor must be onsite during periods of inclement weather. Also, the Contractor is required to have one (1) employee during the County holidays. The Contractor is not required to provide services on Christmas Day. The County's Contract Project monitor will provide a list of the County holidays to the Contractor at the time the Contract is approved, and annually, at the beginning of the calendar year. Any changes in the days and hours of operation heretofore prescribed shall be subject to approval by the Director or Designee.
- 7.3 Per the State of California Labor Code, the Contractor is directed to the following prescribed requirement with respect to the hours of employment. Eight (8) hours of labor under this Contract shall constitute a legal day's work and said Contractor shall not require or permit any laborer, worker or mechanic, or any subcontractor employed by him to perform any of the work

## **STATEMENT OF WORK LANDSCAPE MAINTENANCE SERVICES**

described herein to labor more than eight (8) hours during any one day or more than forty (40) hours during any one calendar week, except as authorized by Labor Code Section 1815, under penalty of paying to the County the sum of Twenty-Five Dollars (\$25) for each laborer, worker or mechanic employed in the execution of said Contract by the Contractor, or any subcontractor under the Contractor, upon any of the work included in said Contract for each calendar day during which such laborer, worker, technician, specialist or mechanic is required or permitted to labor more than eight (8) hours in any one calendar day or forty (40) hours in any one calendar week, in violation of the provisions of Section 1811 to 1815, inclusive, of the Labor Code of the State of California.

### **8.0 MAINTENANCE SCHEDULES**

- 8.1 The Contractor shall, within ten (10) days after the effective date of this Contract, submit a facility work schedule to the Director or his Designee for review and approval. Said work schedule shall be set on an annual calendar identifying and delineating the time frames for the required functions by the day of the week, morning and afternoon. In addition, the Contractor shall notify the Director or his Designee, in writing, at least two (2) weeks prior to the scheduled date and time for the eradication of rodents pursuant to Section 32 of the Statement of Work.
- 8.2 The Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the Director or his Designee for his/her review, and, if appropriate, his approval, within five (5) working days prior to the scheduled time for the work.
- 8.3 The above provisions are not construed to eliminate the Contractor's responsibility in complying with the requirements to notify the Director for Specialty Type maintenance as set forth immediately hereinafter.
- 8.4 The Contractor shall notify the Director or his Designee, in writing, at least two (2) weeks prior to the date and time of all "Specialty Type" maintenance operations. "Specialty Type" operations are defined as:
  - a. Fertilization
  - b. Turf renovation/reseeding
  - c. Other items as determined by the Director or his Designee.

### **9.0 INTERPRETATION OF MAINTENANCE SPECIFICATIONS**

- 9.1 Should any misunderstanding arise, the Director will interpret this Contract. If the Contractor disagrees with the interpretation of the Director, the Contractor shall continue with the work in accordance with the Director's interpretation. Within thirty (30) days after receipt of the interpretation, the Contractor may file a written request for a hearing before a Disputes Review

## **STATEMENT OF WORK LANDSCAPE MAINTENANCE SERVICES**

Panel as provided hereinafter. The written request shall outline in detail the area of dispute.

- 9.2 The Disputes Review Panel will be appointed by the Director and will be composed of not less than three (3) County personnel having experience in the administration of landscape maintenance services contracts. The panel will convene within one (1) week of appointment in order to hear all matters related to the dispute. The hearing will be informal and formal rules of evidence will not apply. The Panel will submit its recommendation to the Director, for his consideration, within one (1) week following the conclusion of the hearing. The Director shall render an interpretation based upon his review of the Panel's recommendation.

### **10.0 SIGNS/IMPROVEMENTS**

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

### **11.0 UTILITIES**

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

### **12.0 RESPONSES, INQUIRIES, AND COMPLAINTS**

- 12.1 During the term of this contract, the Contractor shall maintain an office located in the Los Angeles Metropolitan Area. In addition, the Contractor shall maintain a telephone at the office that is listed in the telephone directory in its own name or in the firm name by which it is most commonly known.
- 12.2 During normal business hours, Contractor shall have a responsible employee(s) to receive all inquiries and complaints that may be received from the Director, County personnel or patrons using the facilities and take the necessary action. An answering service shall be considered an acceptable substitute to full-time coverage, provided the Contractor is advised of any complaint within one (1) hour of receipt of such complaint by the answering service. The Contractor's employee(s) responsible for providing the landscape maintenance services shall be available for

## **STATEMENT OF WORK LANDSCAPE MAINTENANCE SERVICES**

notification through cell phone, answering service, beeper or electronic mail communications during normal business hours.

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

### **13.0 NON-INTERFERENCE**

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

## STATEMENT OF WORK LANDSCAPE MAINTENANCE SERVICES

### 14.0 USE OF CHEMICALS

- 14.1 All work involving the use of chemicals shall be in compliance with all Federal, State and local laws and will be accomplished by a Qualified Applicator under the direction of a Licensed Pest Control Advisor. The Contractor, in complying with the California Food and Agricultural Code, shall provide a copy of a valid Pest Control Business License, a valid Pest Control Advisor's License and a Qualified Applicator's License prior to using any and all applicable chemicals within the area(s) to be maintained.
- 14.1.1 The Contractor, in addition to complying with the California Food and Agricultural Code, must be registered with the Los Angeles County Agricultural Commission. The Contractor shall also be certified in categories D and E of the Pest Control Advisor's License and in category B of the Qualified Applicator's License.
- 14.1.2 If the Contractor does not possess a valid Pest Control Advisor's License with appropriate categories, the Contractor, upon written consent of the Director or his Designee per Paragraph 9.40, Subcontracting, of the Contract, may subcontract this service.
- 14.1.3 If the chemical application is performed without the necessary Department approvals, including registration, licenses and permits, the Director or his Designee may deduct pro rata from the Contractor's invoice applicable contract costs for chemical spraying.
- 14.1.4 The action above shall not be construed as a penalty but as an adjustment of payment to the Contractor due to the failure of the Contractor to complete or comply with the provisions of this Contract.
- 14.1.5 In addition to the remedies provided heretofore, this Contract may be terminated per Paragraph 9.44, Termination for Default, of the Contract upon the Contractor's failure to correct deficiencies in a timely manner.
- 14.2 A listing of proposed chemicals to be used including; commercial name, application rates and type of usage shall be submitted to the Director or his Designee for approval at the commencement of the contract. No work shall begin until written approval of use is obtained from the Director or his Designee.
- 14.3 Chemicals shall only be applied by those persons possessing a valid California Certified Applicator's license. Application shall be in strict accordance with all governing regulations.
- 14.4 Records of all operations stating dates, times, methods of application, chemical formulations, applicators' names and weather conditions shall be made and retained in an active file for a minimum of three (3) years. The

## STATEMENT OF WORK LANDSCAPE MAINTENANCE SERVICES

Contractor shall provide a chemical use report (site specific) with monthly billing. A copy of the Pest Control Advisor recommendation for each application (site specific) shall be provided to the monitor and applicator prior to each application. This shall be in addition to the copy of the usage summary that is provided to the Agricultural Commissioner.

- 14.5 All chemicals requiring a special permit for use must be registered with the County Agricultural Commissioner's Office and a permit obtained with a copy to the Los Angeles County Department of Parks and Recreation.
- 14.6 All regulations and safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California shall be adhered to.
- 14.7 Chemicals shall be applied when air currents are still; preventing drifting onto adjacent property and preventing any toxic exposure to persons whether or not they are in or near the area of application.
- 14.8 Products that include Glyphosate as an ingredient are prohibited from use in all County parks and facilities. Proposed alternatives will be reviewed and approved by the Director or designee prior to application.

### 15.0 GREEN INITIATIVES

- 15.1 Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits. Contractor shall purchase, store, and use environmentally and human friendly products that are compatible with products used by County. County shall determine and approve Contractor's products prior to their use.
- 15.2 Contractor shall identify methods of preventing contamination, segregating paper and plastic found in landscaping waste, and removing debris such that those items do not end up contaminating green waste. Contractor shall provide a report to the Contract Manager as to methods they have used to prevent contamination of green waste. As needed, Contractor shall train Contractor's staff on measures needed to comply with County's directive to prevent contamination of green waste.
- 15.3 Effective January 2, 2024, the Contractor shall use battery-electric operated hand tools, blower, weed-wackers, etc., to provide the services under this scope of work. The use of gas-powered hand tools to provide the services under this scope of work is prohibited. Contractor shall provide a list of the types of battery-electric equipment they intend to use to provide landscaping services.
- 15.4 Contractor shall identify any environmentally sustainable best practices in which it currently participates or in which it is legally obligated to participate, including procurement of landscaping materials such as mulch and compost. Other sustainable best practices include integrated pest

## STATEMENT OF WORK LANDSCAPE MAINTENANCE SERVICES

management, grasscycling, drip irrigation, composting, environmentally sustainable procurement, using mulch, and using electric powered tools and equipment. Contract Manager will document how Contractor will undertake green best practices. As needed, Contractor shall train staff on environmentally sustainable best practices.

### 16.0 NOISE

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

## II. ON-GOING MAINTENANCE TASKS

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

### GROUP I - MOWING

#### 17.0 MOWING

- 17.1 Mowing operations shall be performed in a workmanlike manner that ensures a smooth surface appearance without scalping or allowing excessive cuttings to remain. This includes the safe operation of equipment as determined by the Director or his Designee and within the manufacturer's guidelines.
  - 17.1.1 Mowing that creates excessive cuttings shall be removed by raking at the sole expense of Contractor No blowing cuttings into planter beds.
- 17.2 Turf shall be mowed with a reel-type mower equipped with rollers or a rotary-type deck and shall be configured so that the outer edges of the blade shall extend 18" to 24" beyond the outer edge of the wheel.
  - 17.2.1 Turf area located in the Rose Garden and surrounding areas, as shown in Exhibit P-2, shall be mowed with a reel-type mower with rollers to a height set between ¼ inch and ½ inch.
  - 17.2.2 All other turf areas, as shown in Exhibit P-3, shall be mowed with a rotary-type mower to a height set between 1 inch and 2 inches.
- 17.3 All equipment shall be adjusted to the proper cutting heights and shall be adequately sharpened.
- 17.4 Mower blades shall be sharpened weekly.
- 17.5 Mowing height shall be appropriate to turf species and use parameters. Mowing heights may vary for special events and conditions. Heights shall be determined by the Director or his Designee.



## STATEMENT OF WORK LANDSCAPE MAINTENANCE SERVICES

- 17.6 Mowing operation shall be on a schedule that is acceptable to the Director or his Designee.
- 17.7 Walkways and hard surface areas shall be cleaned immediately following each mowing so that no clippings create a hazardous condition.
- 17.8 Mowing of turf shall be completed in one operation.
- 17.9 Unless otherwise prohibited by law, Contractor should utilize grasscycling to save water and mitigate environmental impacts. Contractor should not cut more than one-third of actual height of grass at any one time, and shall maintain the following optimal heights of grass to maximize impact of grasscycling:
- Bermuda (Hybrid) and Seashore Paspalum: ¾"
  - Bermuda (Common), Kikuyugrass, Dwarf Tall Fescue, St. Augustine, Zoysia and Blue Grammagrass: 1½"
  - Fescue, Ryegrass and Buffalo Grass: 2½"
- 17.10 Low-noise zero emission battery-electric mowers are required where available.

### 18.0 AERIFICATION

- 18.1 Aerate all turf areas identified in Exhibit P-2 and P-3 by using a device that removes cores to a depth of two (2) inches at not more than six (6) inch spacing. Turf aerification shall be accomplished twice (2) a year during the months of April through November; once every eighteen (18) weeks.
- 18.2 Contractor shall drag the turf areas to break up the removed cores immediately after the aerification operation. During the dragging process, care shall be taken to make sure that the speed is slow enough to prevent turf from being damaged.
- 18.3 All thatch and core debris shall be removed from turf and disposed of off-site by the Contractor.

### 19.0 FERTILIZATION

- 19.1 All fertilizer/micronutrients shall be approved by the Director or Designee prior to application.
- 19.2 Application of the fertilizer shall be done in sections, determined by the areas covered by each irrigation system. All areas fertilized shall be thoroughly soaked immediately after fertilization. Areas to be fertilized are identified in Exhibit P-2 and P-3.
- 19.3 All turf areas shall receive not less than four (4) pounds of a balance fertilizer for each one thousand (1,000) square feet of turf area. All fertilizer shall be organic and granular in form with an approximate ratio of 8-1-9.
- 19.3.1 Plants shall receive not less than two (2) pounds of a balance fertilizer for each one thousand (1,000) square feet of plant/bed

## **STATEMENT OF WORK LANDSCAPE MAINTENANCE SERVICES**

area. All fertilizer shall be organic and granular in form with an approximate ratio of 8-1-9.

- 19.4 Areas shall be fertilized utilizing ratios and mixtures recommended by the Director or Designee at the rate of application per the manufacturer's recommendation.
- 19.5 Due to potential drought restrictions, turf areas may not receive any fertilization.
- 19.6 Fertilization shall take place during the months of March through October.

### **20.0 SITE INSPECTION AND REPORTING - MOWING**

- 20.1 Prior to initiating a mowing operation, the site is to be inspected by a knowledgeable and responsible employee of Los Angeles County, who will determine the practicality of initiating the operation.
- 20.2 Litter is not to be shredded by mowers, glass bottles are not to be driven over and broken, and excessively wet turf areas are not to be driven across.
- 20.3 Damaged sprinkler heads, valve box and covers shall be immediately reported to County Staff. If Contractor damages a sprinkler head or a valve box cover, the Contractor must repaired/replaced it within 24 hours.
- 20.4 If a mowing operation cannot be thoroughly completed within the designated time frame, an employee of Los Angeles County shall be immediately notified through the Contractor's communication network.

### **21.0 MANAGEMENT/SUPERVISION - MOWING**

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

## STATEMENT OF WORK LANDSCAPE MAINTENANCE SERVICES

### GROUP II – GENERAL LANDSCAPE MAINTENANCE

#### **22.0 MECHANICAL EDGING**

- 22.1 All grass invasions within designed flower, shrub and ground cover beds shall be eliminated.
- 22.2 All turf edges, including but not limited to; sidewalks, patios, drives, curbs, shrub beds, flower beds, groundcover beds, around tree basins, and along lakes and streams shall be edged to a neat and uniform line.
- 22.3 Mechanical edging of turf shall be completed as one operation in a manner that results in a well-defined, V-shape edge that extends into the soil. Such edging shall be done with a power edger with a rigid blade. Mechanical edging shall be performed along those areas identified in Exhibit P-8.
  - 22.3.1 All turf edging shall be mechanically detailed with a weed eater.
- 22.4 All turf edges shall be trimmed or limited around: sprinklers to provide optimum water coverage, valve boxes, meter boxes, backflow devices, Arboretum equipment and other obstacles.
  - 22.4.1 Irrigation components located within turf areas shall be mechanically detailed with a weed eater or similar device on a weekly basis. The grass shall be trimmed even with the top of the sprinkler head or valve box so that the soil is not "dished" around the heads or boxes and no hazard is created or allowed to exist.
- 22.5 All groundcover and flower bed areas where maintained next to turf areas shall be kept neatly edged and all grass invasions eliminated.
- 22.6 Walkways shall be cleaned immediately following each mechanical edging to remove accumulated debris and limit hazardous conditions.

#### **23.0 WEED REMOVAL**

- 23.1 All grass-like type weeds, morning glory, milkweeds, vine-weed types, ragweed or other underground spreading weeds shall be kept under strict control. Contractor is responsible for removing vine-type weeds (i.e., Passion Vine) from all plant material. Vine-type weeds may be controlled by mechanical removal or chemical weed spraying. In order to insure complete effectiveness through mechanical removal and during spraying, vine-type weeds should be abated when they are small or young. Therefore, timeliness is an important element in controlling vine-type weeds.
- 23.2 Methods for removal of weeds can incorporate any or all of the following:
  - a. Hand removal (Mechanical)
  - b. Cultivation
  - c. Mulching

## STATEMENT OF WORK LANDSCAPE MAINTENANCE SERVICES

### d. Chemical Eradication

- 23.3 Remove or control all weeds and grass from the following areas: beds, planters, walkways, picnic pavilions, drainage areas, patios, expansion joints in all hard surface areas, driveways, roadways, parking lots, drainage areas, slopes and hillsides, bare areas, and undeveloped areas.
- 23.3.1 Contractor is responsible for removing all volunteer seedlings, including Bamboo and Palm. Contractor shall mechanically remove seedling/volunteer plant material if they do not respond to chemical spraying as instructed by the Director or Designee.
- 23.3.2 Contractor shall notify the Director or Designee prior to initiating all chemical applications to discuss weed abatement options, public safety concerns and watering needs of section. Contractor is also responsible to coordinate with County staff, the areas to be sprayed for weed control so as not to damage surrounding plant collections.
- 23.3.3 All weeds that are mechanically removed shall be discarded in the dumpster. At no time shall noxious weeds be placed in the Arboretum's green waste storage area. Noxious weeds include but are not limited to: Nut sedge, Nothoscordum (onion-like weeds) passion vine, palm seedlings and grassy weeds.
- 23.4 Contractor shall incorporate the application of a systemic to control weeds as prescribed by the manufacturer (and as addressed in Paragraph 24.02 below).
- 23.4.1 Contractor shall spot treat with a portable sprayer or wick wand using an effective herbicide approved by the Director or Designee and applied per manufacturer's recommendations.
- 23.4.2 Water shall not be applied to treated areas for forty-eight (48) hours after each chemical application.
- 23.4.3 Contractor in applying weed control chemical shall also incorporate an appropriate dye when spraying.
- 23.5 Remove all weeds, mechanically, from flower, ground cover, shrub beds, planters, and other cultivated areas, of responsibility.
- 23.6 Weeds treated using a systemic chemical shall be left in place per manufacturer's recommendation. If kill is not complete by the time specified in the manufacturer's recommendation a second application, at no additional cost, shall be made.
- 23.7 Immediately after complete kill, all dead weeds shall be removed from the areas.

## STATEMENT OF WORK LANDSCAPE MAINTENANCE SERVICES

- 23.8 All weeds six (6) inches tall shall be cut down and followed immediately with spraying of a contact or systemic weed chemical.
- 23.9 Contractor shall not be responsible for weed removal in the following areas as identified in Exhibit P-4:
- Herb Garden Area
  - Grace Kallam Garden Area
  - Soto Water Conservation Garden Area
  - Prehistoric Forest Area
  - Celebration Gardens
  - Home Desert Demonstration Garden
  - Rose Garden
- 23.10 Contractor shall remove weeds by mechanical means only and no chemicals shall be used in the following areas as identified in Exhibit P-12:
- Citrus Grove
  - Crescent Farm
  - Garden for all Seasons
- 23.11 The Oak Grove Area, as identified in Exhibit P-11, shall be weed abated as needed per direction of the Director or Designee. Abatement may be done by various methods or a combination of methods and could include: Chemical applications, weed trimming, mowing or hand pulling of weeds.
- 23.12 Contractor shall identify methods of broadleaf weed abatement and removal that Contractor uses or anticipates using.
- 23.13 Treatments shall be made, or attempted to be made, prior to weeds flowering. If weeds have completed blooming, care should be applied to minimize dispersal of seed during maintenance events.
- 23.14 Contractor will provide a plan within three (3) days of contract execution or by agreed upon date with Contract Manager to abate and remove weeds in compliance with the County's accepted methods. As needed, Contractor shall train staff on measures needed to comply with County's directive to abate and remove weeds.
- 23.15 Mechanical removal must be attempted before the use of chemicals. The Contractor shall consult with the Contract Manager on allowable products prior to using any chemicals.
- 23.16 Any compost or mulch purchased by the Contractor shall be SB 1383 compliant. Contractor is responsible for verifying that any compost or mulch

## STATEMENT OF WORK LANDSCAPE MAINTENANCE SERVICES

comes from an SB 1383-compliant source prior to purchasing. Contractor shall provide documentation to the Contract Manager showing the quantity of mulch or compost purchased, the date of purchase, and the name and address of the facility where the compost or mulch was produced.

- 23.17 Contractor shall identify methods of weed control used in flowerbeds after they are planted for the season and prior to planting annuals. Contract Manager will document specific Contract language showing how Contractor will control weeds in flowerbeds in accordance with the County's BMPs.

### 24.0 LITTER CONTROL

- 24.1 Complete policing and litter pick-up to remove paper, rocks, glass, trash, undesirable materials, siltation and other accumulated debris upon the hard surfaces, and landscaped areas to be maintained, including but not limited to: walkways, roadways, service yards, between and around planted areas, steps, planters, drains, lakes, fountains, stream beds, areas on slopes, and catch basins.
- 24.2 Complete policing, litter pick up, and supplemental hand sweeping of parking lot corners and other parking lot areas inaccessible to power equipment shall be accomplished to ensure a neat appearance.
- 24.3 Complete removal of floating debris and litter in all Arboretum water features.
- 24.4 Litter pick-up shall be completed as early in the day as possible, but in no case later than 9:00 a.m.
- 24.5 Trash cans and any other large materials placed into the lakes, streams or fountains shall be removed.
- 24.6 All Submerged debris within ten (10) feet of the incline of the lakes and streams shall be removed daily. This includes palm fronds.
- 24.7 All litter & debris shall be removed from all Arboretum trails, ten (10) feet on either side of trails and ten (10) feet beyond the irrigated areas of the slopes.
- 24.8 All parking areas shall be cleared of litter and debris daily prior to 8:00 AM.
- 24.9 Litter picked up on site shall be placed in trash bins and not in trash containers.
- 24.10 All such materials collected must be managed onsite or taken to an approved organic processing facility. If using an off-site organic waste processing facility, then the Contractor shall provide the County with contact and location information for the facility. If the organic waste is managed on-site at the generating facility, the Contractor shall train facility staff in managing the green waste to compost the acceptable materials.

## **STATEMENT OF WORK LANDSCAPE MAINTENANCE SERVICES**

### **25.0 TRASH CONTAINERS**

- 25.1 All exterior trash containers shall be emptied prior to 9:00 a.m. and all materials shall be placed in appropriate trash bin(s).
- 25.2 Trash containers located along the Arboretum main entrance and the picnic areas shall again be emptied prior to 2:00 p.m. and all materials shall be placed in appropriate trash bin(s).
- 25.3 Receptacles shall be conveniently located for public use and returned daily to such locations if receptacles are displaced by third parties.
- 25.4 Containers or related appurtenances shall be cleaned and painted to avoid concentrations of insects and not detract from the overall appearance of the area.
- 25.5 Contractor shall provide and replace plastic trash container liners for all exterior trash containers when said liners have become broken or beyond their useful life, using clear plastic liners only.

### **26.0 TRASH BIN REMOVAL**

- 26.1 All trash and accumulated debris shall be placed in appropriate designated trash bin(s) each day.
- 26.2 A designated storage area will be provided for the trash bin(s).
- 26.3 Contractor shall be responsible for providing all necessary trash bins; and off-site removal of all trash and accumulated debris to an approved disposal site.
- 26.4 Trash trucks shall not be permitted on park turf areas.
- 26.5 Contractor shall also report to the Contract Manager on quantities of green waste hauled away from County facilities and green waste reused onsite. As needed, Contractor shall train staff on measures needed to comply with County's directive to recycle green waste.

### **27.0 RAKING**

- 27.1 Accumulation of leaves shall be removed from all landscaped areas including beds, planters and turf areas under trees and used as mulch in areas designated by the Director or Designee, not to include noxious weeds.
- 27.2 Contractor is not responsible for raking those areas identified in Paragraph 23.09 and as shown in Exhibit P-4.

## STATEMENT OF WORK LANDSCAPE MAINTENANCE SERVICES

### 28.0 PRUNING AND HEDGE TRIMMING - Operation

#### 28.1 Clearance

Maintain trees to achieve a seven (7) foot clearance for all branches adjacent to the parking lot and Baldwin Avenue sidewalk areas. Prune all plant materials where necessary to maintain access and safe vehicular and pedestrian visibility and clearance and to prevent or eliminate hazardous situations.

28.2 Contractor is only authorized to perform Pruning and Hedge Trimming specified as in Section 28 and, Exhibit P-5, P-6 and P-7. Pruning of all plant materials within the Arboretum area is the responsibility of the County.

28.2.1 Prune shrubs to encourage healthy growth habits and for shape in order to retain their natural form and appropriate size. Restrict growth of shrubbery to area behind curbs and walkways and within planter beds by trimming. Under no circumstances shall hedge shears be used as a means of pruning in areas designated and identified in Exhibit P-6.

28.2.2 Contractor is responsible for the formal pruning of those areas identified in Exhibit P-5 (hedge shears may be used in those areas identified).

28.2.3 Contractor is responsible for the informal pruning of those areas identified in Exhibit P-6 (no hedge shears to be used; only selective pruning with loppers):

- a. Along fence lines adjacent to neighborhoods, Contractor is required to maintain a 5' vegetation clearance between the fence line and Arboretum plantings.
- b. Between the parking lot and Baldwin Avenue, prune plant material to maintain size control.
- c. The concrete wall adjacent to the plant material, located in the north picnic area, shall be controlled in maintaining the height of said plant material.

#### 28.2.4 Pruning Criteria

- a. All shrubs shall be trimmed to prevent encroachment on private property.
- b. All dead and damaged branches and limbs shall be removed at the point of breaking.
- c. The initial step of pruning shall be the removal of all deadwood, weak diseased, insect infested and damaged limbs.



## STATEMENT OF WORK LANDSCAPE MAINTENANCE SERVICES

- d. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline.
  - e. All formal shrubs shall be trimmed and shaped to provide a symmetrical appearance. All informal shrubs shall be pruned to provide an appearance typical of the species.
  - f. All suckers and sprouts shall be cut flush with the trunk or limb.
- 28.3 Remove all new growth (suckers and water sprouts) on trees up to the appropriate height clearances for all trees located within the turf areas.
- 28.4 Remove all dead shrubs and trees. Trees to be removed shall have a caliper of three (3) inches or less measured six (6) inches above the ground level.
- 28.5 Groundcover
- 28.5.1 All dead, diseased and unsightly branches, vines or other growth shall be removed as they develop.
  - 28.5.2 All groundcover areas shall be pruned to maintain a neat edge along planter box walls.
  - 28.5.3 A three (3) foot clearance shall be maintained around trees and shrubs within all groundcover areas.
  - 28.5.4 Any runners that start to climb or encroach onto buildings and plant materials shall be pruned out and removed from said areas.
  - 28.5.5 Prune groundcover back from roadways, walkways, and trails.
  - 28.5.6 To maintain height control, cutback/thin those groundcover areas identified and shown in Exhibit P-7.
- 28.6 Remove and place in green waste pile all clippings the same day that plant materials are pruned or trimmed.
- 28.7 Contractor shall remove all pruning and trimming debris from work areas daily.
- 28.8 Contractor shall minimize off site removal of green material. Therefore, all debris as a result of pruning and trimming operations shall be processed through a chipping-type of equipment and reduced to mulch and used in areas of the Arboretum designated by the Director or Designee.
- 28.9 Special emphasis shall be placed upon public safety during pruning operations, particularly those areas adjacent to roadways.

## STATEMENT OF WORK LANDSCAPE MAINTENANCE SERVICES

28.10 All equipment utilized shall be clean, sharpened, and expressly designed for pruning.

### 29.0 SWEEPING

29.1 Check concrete areas for cracks, crevices and deterioration and notify Director or Designee in writing within twenty-four (24) hours of discovery. Barricade hazards immediately. Contractor shall also report any hazards to the Maximo Call Center to create a work order.

29.2 Walkways, steps, picnic pads, picnic shelters, and patios shall be cleaned including but not limited to; the removal of all foreign objects from surfaces such as gum, grease, paint, graffiti, broken glass, etc.

29.3 Methods for sweeping of designed areas can require any or all of the following:

- a. Power pack blowers
- b. Vacuums
- c. Brooms
- d. Push power blowers
- e. Power Wash

29.4 In the event the Contractor elects to use power equipment to complete such operations, Contractor shall be subject to local ordinances regarding noise levels. Contractor shall not use any power equipment prior to 7:00 a.m. or after 9:00 a.m. Further, any schedule of such operations may be modified by Director or Designee in order to ensure that the public is not unduly impacted by the noise created by such equipment.

29.5 Supplemental hand sweeping of parking lot corners and other parking lot areas are required in those areas inaccessible to power equipment.

29.6 Contractor, at its sole expense, shall provide for the sweeping of three (3) parking lot areas that serve the Arboretum facility. Said method of operation shall include a power sweeper and can be part of the Contractor's operation or accomplished by a third party Contractor.

29.7 Contractor is responsible for the sweeping of the stairs leading up the side of the waterfall adjacent to the Talloc Knoll Area, identified in Exhibit P-11. Contractor shall power wash waterfall steps to remove algae growth, five (5) times per year, or as instructed by the Director or Designee.

### 30.0 WASHING

During the days of operation, Contractor shall pick up and dispose of in a container all bird and animal excrement within the hard surface areas and shall immediately

## **STATEMENT OF WORK LANDSCAPE MAINTENANCE SERVICES**

spot wash the areas with a brush/broom to remove as much of the remaining material as possible.

### **31.0 PICNIC AREAS**

- 31.1 Picnic tables, benches, slabs, and trash containers and receptacles shall be cleaned and sanitized to ensure safe use by the public.
- 31.2 Picnic table pads/shelters shall be thoroughly washed (cleaned) to remove accumulated materials.
- 31.3 Picnic tables and benches shall be checked for graffiti, carvings, looseness of planks or braces, cleanliness and general needs for repair and if discovered notify the Director or Designee.
- 31.4 Garbage and left-over food in and around cooking and picnic facilities shall be removed.
- 31.5 The entire picnic area (including the southern area) shall be kept free of broken glass, cans, pop tops, paper, etc.

### **32.0 RODENT CONTROL**

- 32.1 All areas shall be maintained free of rodents including, but not limited to, gophers and ground squirrels causing damage to turf, shrubs, groundcover, trees and irrigation system. Best Practices should be used in the abatement of rodent population. This can include, but not limited to, the use of traps and or chemical abatement. Director or Designee must approve abatement method prior to it being implemented.
- 32.2 Effects of rodent activity: holes, mounds, etc., shall be backfilled, removed or raked level before mowing the facilities.
- 32.3 Infestation eradication means the elimination of all rodents present at the time of treatment. If the kill is not complete within forty-eight (48) hours, area shall be retreated, at Contractor's expense, until eradication is complete.

### **33.0 SWALES AND DRAINS - Operation**

- 33.1 Contractor shall maintain all swales and drains in an operable condition, and free of siltation, debris, and impeding plant growth so that water will have an unimpeded passage to its outlet, by performing the hereinafter specified operations and all other work incidental thereto.
- 33.2 Swales shall be inspected and kept clear of all silt, debris and litter.
- 33.3 Drains and collection boxes shall be cleaned and cleared of all debris.

**STATEMENT OF WORK  
LANDSCAPE MAINTENANCE SERVICES**

33.4 Drain grates shall be inspected to restrict hazards. Contractor shall immediately inform the Director or Designee of any broken or missing grates, and secure same to keep the area safe for public use.

**34.0 SERVICE, STORAGE, AND NURSERY AREAS**

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

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

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

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

34.4 Undesirable materials, including but not limited to trash, accumulated debris, equipment that is no longer usable for the purpose it was intended for, shall be removed from the service, storage, and nursery areas.

**35.0 GROUP II SITE INSPECTION/REPORTING - General Landscape Maintenance**

35.1 Immediately prior to proceeding with any Group II task, the site is to be inspected by a knowledgeable and responsible employee, who will determine the practicality of initiating the operation.

35.2 If an operation cannot be thoroughly completed within the designated time frame, the monitor shall be immediately notified through the Contractor's communication network.

**36.0 GROUP II MANAGEMENT/SUPERVISION - General Landscape Maintenance**

36.1 Contractor has the responsibility of providing fully trained and qualified personnel as well as appropriate materials, supplies and equipment.

## STATEMENT OF WORK LANDSCAPE MAINTENANCE SERVICES

- 36.2 This staff's activity is to be closely monitored to detect operational irregularities and non-compliance with contractual requirements. It is the Contractor's executive, management, and supervisory staff's responsibility to see that the organization daily oversees the activities of its staff, throughout the range of its activities, and does not delay, ignore, or otherwise limit contractual obligations to a task, site, or operational request from the Director or Designee.
- 36.3 Contractor's crew leader and operational staff, as well as their supervisory and management staff, shall be fully versed in the operational mandates and timelines. An outline of the task requirements, schedule, and time lines for each facility shall be kept with each operating crew.
- 36.4 Contractor executive, management, or supervisory staff shall provide ongoing follow up behind operations to ensure compliance. Neither County's deficiency notifications, imposed deductions, nor inspections shall be utilized as substitutions for on-going direction and management of Contractor's staff.

### **GROUP III**

#### **37.0 RENOVATION/TURF**

- 37.1 Care shall be taken to avoid unnecessary or excessive injury to the turf grass.
- 37.2 Sweep or rake the dislodged thatch from the turf areas and place in appropriate trash bin(s).
- 37.3 Standard renovating mowing type equipment shall be used.
- 37.4 Renovation - Turf
- a. Mow turf to a 1" inch height, level and remove all excessive thatch in turf area. Sprinkler heads are to remain one inch below the final grade.
  - b. After thatch is removed and upon completion of turf renovation all turf areas shall be seeded, mulched, fertilized and watered.
  - c. Areas to be overseeded will be seeded utilizing blends or mixtures at the rate application recommended by the Director or Designee.
  - d. Mulch shall be spread evenly over the entire area to a uniform depth.
- 37.6 Where trees and shrubs occur in turf areas, all grass growth shall be limited to least thirty-six (36) inches from the trunks of trees and twelve (12) inches away from the dripline of shrubs and top with mulch to a depth of three (3) inches, or as specified by the Director or Designee.
- 37.7 Renovate/mow turf areas identified in Exhibit P-2 and P-3; once per year in April.

## **STATEMENT OF WORK LANDSCAPE MAINTENANCE SERVICES**

### **38.0 TURF RESEEDING/RESTORATION OF BARE AREAS**

- 38.1 Overseed all damaged, vandalized or bare areas to reestablish turf to an acceptable quality.
- 38.2 Areas to be overseeded will be seeded utilizing blends or mixtures at the rate of application identified by the Director or Designee.

### **39.0 WATERING AND IRRIGATION SYSTEM MANAGEMENT**

- 39.1 Since water requirements by plants vary according to the season and a particular year, extremely close attention shall be paid to the demands of the plants as influenced by their exposure to sun, wind, shade, and location in the individual planters. The variation in the size of plants installed, as well as the varieties, shall be taken into consideration. All landscaped and turf areas shall be irrigated as required to maintain adequate growth and appearance with a schedule most conducive to plant growth. The delivery of adequate moisture to the landscaped areas shall include, but not be limited to: hand watering, operation of manual valves, proper utilization of automatic controllers, and the bleeding of valves.
- 39.2 To provide adequate soil moisture, consideration must be given to the soil conditions, humidity, minimizing runoff and the relationship of conditions which affect day and night watering. This may include daytime watering during freezing weather to prevent icy conditions and manual operation of the irrigation system and/or hand watering with portable sprinklers during periods of windy or inclement weather. A soil probe shall be used to a depth of twelve (12) inches to determine the water penetration by random testing of the root zones.
- 39.3 Watering shall be regulated to avoid interference with any use of the facility's roadways, paving, walks, or areas as designated for scheduled special events.
- 39.4 Contractor shall be responsible for the monitoring of the automatic controllers, valves, and sprinkler heads in managing the overall irrigation water delivery system of the area. All irrigation systems shall be regularly inspected and tested in accordance with the specifications and frequencies specified herein by performing the following tasks:
  - a. Monitoring and activating manual valves.
  - b. Inspecting and reporting of irrigation system status.
  - c. Adjusting and cleaning of sprinkler heads (this may require the removal of the sprinkler head for this function).
  - d. Flushing irrigation pipelines.

## **STATEMENT OF WORK LANDSCAPE MAINTENANCE SERVICES**

39.5 County is responsible for the maintenance of the irrigation system. Contractor shall notify Director or Designee of any damage or inoperable components indicating the problem, location and type of irrigation equipment.

### **40.0 IRRIGATION SYSTEM OPERABILITY AND TESTING - Operation**

40.1 In order to ensure the operability of the irrigation system, Contractor shall cycle controller(s) through each station manually and automatically to check the function of all facets of the irrigation system and report any damage or incorrect operation to the Director or Designee.

40.2 During the testing Contractor shall:

- a. Adjust all sprinkler heads for correct coverage, to prevent excessive runoff and/or erosion and to prevent the spread of onto roadways, sidewalks, hard surface areas and private property.
- b. Unplug clogged heads and flush lines to free lines of rocks, mud and debris.
- c. Record and report all system malfunctions, damage and obstructions to the Director or Designee for corrective action.

40.3 In addition to regular testing, all irrigation systems shall be tested and inspected as necessary when damage is suspected, observed or reported.

40.4 Control the irrigation system during inclement weather conditions and limit the use of water concurrent with the weather situation to the satisfaction of the Director or Designee.

### **41.0 GROUP III SITE INSPECTION/REPORTING**

41.1 Immediately prior to proceeding with any Group III task, the site is to be inspected by a knowledgeable and responsible employee, who will determine the practicality of initiating the operation.

41.2 If an operation cannot be thoroughly completed within the designated time frame, the monitor shall be immediately notified through the Contractor's communication network.

41.3 Every crew or supervisor arriving upon a site has the responsibility of reporting malfunctions or emergencies and to mitigate hazards.

41.4 The reporting of malfunctions, hazards, and emergencies shall be done in accordance with instructions received from monitors.

### **42.0 GROUP III MANAGEMENT/SUPERVISION**

42.1 Contractor has the responsibility of providing fully trained and qualified personnel as well as appropriate materials, supplies, and equipment.

## STATEMENT OF WORK LANDSCAPE MAINTENANCE SERVICES

- 42.2 This staff's activity is to be closely monitored to detect operational irregularities and non-compliance with contractual requirements. It is the Contractor's executive, management, and supervisory staff's responsibility to see that the organization daily oversees the activities of its staff, throughout the range of its activities, and does not delay, ignore, or otherwise limit contractual obligations to a task, site, or operational request from the Director or Designee.

### **GROUP IV**

#### **43.0 BALDWIN AVENUE AND DEPOT LOT/RESEARCH FIELD MAINTENANCE**

- 43.1 Contractor is responsible for maintaining the landscape of those areas as identified in Exhibit P-10.
- 43.2 Contractor, per Section 24 of this SOW, is responsible for trash litter and debris removal; once per week.
- 43.3 Contractor, per Section 23 of this SOW, is responsible for weed removal including the removal of seedlings and volunteer plant materials; two (2) times per month.
- 43.4 Contractor, per Section 28 of this SOW, is responsible for pruning all plant materials where necessary to maintain access and safe vehicular and pedestrian visibility and clearance and to prevent or eliminate hazardous situations. Prune shrubs to encourage healthy growth habits and for shape in order to retain their natural form and proportionate size. Restrict growth of shrubbery to area behind curbs and walkways and within planter beds by trimming. Under no circumstances shall hedge shears be used as a means of pruning.
- 43.5 Contractor, per Sections 39 and 40 of this SOW, is responsible for irrigating and monitoring the application of water onto said areas in order to minimize the amount of run-off; once per week.
- 43.6 Contractor is responsible for mowing Research Field two (2) times per year from March through June; and one (1) time per month from July through February; or sixteen (16) times per year.

#### **44.0 GROUP IV SITE INSPECTION/REPORTING**

- 44.1 Immediately prior to proceeding with any Group IV task, the site is to be inspected by a knowledgeable and responsible employee, who will determine the practicality of initiating the operation.
- 44.2 If an operation cannot be thoroughly completed within the designated time frame, the monitor shall be immediately notified through the Contractor's communication network.



## STATEMENT OF WORK LANDSCAPE MAINTENANCE SERVICES

- 44.3 Every crew or supervisor arriving upon a site has the responsibility of reporting malfunctions or emergencies and to mitigate hazards.
- 44.4 The reporting of malfunctions, hazards, and emergencies shall be done in accordance with instructions received from monitors.

### **45.0 GROUP IV MANAGEMENT/SUPERVISION**

- 45.1 Contractor has the responsibility of providing fully trained and qualified personnel as well as appropriate materials, supplies, and equipment.
- 45.2 This staff's activity is to be closely monitored to detect operational irregularities and non-compliance with contractual requirements. It is the Contractor's executive, management, and supervisory staff's responsibility to see that the organization daily oversees the activities of its staff, throughout the range of its activities, and does not delay, ignore, or otherwise limit contractual obligations to a task, site, or operational request from the Director or Designee.

### **SPECIFIC REQUIREMENT**

#### **46.0 GREEN WASTE DISPOSAL**

- 46.1 As of January 1, 2022, all organic waste including green waste must be diverted from landfills and recycled per Senate Bill 1383.
- 46.2 As of January 1, 2020, the use of green waste as alternative daily cover does not constitute diversion through recycling and will be considered disposal for purposes of measuring a jurisdiction's 50% per capita disposal rate.
- 46.3 For key elements of this law, review CalRecycle's site: [Click Here](#)

#### **47.0 PROCUREMENT OF SB 1383-COMPLIANT COMPOST AND MULCH**

- 47.1 Pursuant to Senate Bill (SB) 1383, jurisdictions using compost or mulch are required to procure compost or mulch that was created from municipal organic waste produced in the state of California and produced at a facility in the state of California. Documentation is required to track procurement and validate the source of the compost or mulch. Procurement does not necessarily mean purchase. Chipping and Grinding facilities are not an allowable source of SB 1383 compliant mulch.
- 47.2 For more information on the State requirements for using recycled organic products: [Click Here](#)

#### **48.0 LOCKS AND KEYS**

- 48.1 County may develop an initial chain and lock system with a specific number of replacement locks for trash containers, restrooms, gates and valve/pump cover boxes during the term of this Contract. Contractor shall be responsible

## STATEMENT OF WORK LANDSCAPE MAINTENANCE SERVICES

for purchasing similar locks upon loss of any County-owned locks initially provided to Contractor. County shall provide Contractor on a one for one exchange, locks that have been vandalized or are inoperable.

48.2 Contractor may provide a chain and lock system, at Contractor's expense, for trash containers located throughout the park for the purposes of securing and limiting the removal or tipping of the containers.

### 48.3 Key Control

- a. Contractor shall be responsible for the series of keys assigned to them and will in turn assign these keys to their personnel for use in maintaining these facilities.
- b. The Contractor will be held responsible for the proper use and safe keeping of all keys issued by the County to the Contractor.
- c. Contractor shall report all lost or stolen keys to the Director or Designee within twenty-four (24) hours of discovery of the loss. Contractor shall reimburse the County for the cost as determined by the Director or Designee, of rekeying the facility or duplicating additional keys.
- d. Upon termination, cancellation or expiration of this Contract all keys received by the Contractor shall be returned to the Director or Designee.
- e. California law stipulates that it is unlawful for a person to duplicate any keys without the permission by the owner. The penalty for violation of this law is either six (6) months imprisonment or a Five Hundred Dollar (\$500) fine or both.

**LOS ANGELES COUNTY ARBORETUM  
AND BOTANIC GARDEN  
EXHIBIT A1 – STATEMENT OF WORK  
Attachments**

Attachment 1    Technical Exhibits

Attachment 2    Contractor Discrepancy Form

Attachment 3    Performance Requirements Summary (PRS) Chart

**Los Angeles County Arboretum and Botanic Garden**  
**Statement of Work Technical Exhibits**  
**Landscape Maintenance Services**

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

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

**Required Chemical Licensing; Facts Sheets can be found  
through the following Links:**

[https://www.cdpr.ca.gov/docs/license/app\\_packets/pcb.pdf](https://www.cdpr.ca.gov/docs/license/app_packets/pcb.pdf)

[https://www.cdpr.ca.gov/docs/license/app\\_packets/adviser.pdf](https://www.cdpr.ca.gov/docs/license/app_packets/adviser.pdf)

[https://www.cdpr.ca.gov/docs/license/app\\_packets/qal.pdf](https://www.cdpr.ca.gov/docs/license/app_packets/qal.pdf)

**Contract Discrepancy Report (Attached)**

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

## CONTRACT DISCREPANCY REPORT

CONTRACTOR RESPONSE DUE BY \_\_\_\_\_ (enter date and time)

<b>Date:</b>		<b>Contractor Response Received:</b>
<b>Contractor:</b>	<b>Contract No.</b>	<b>County's Project Manager:</b>
<b>Contact Person:</b>	<b>Telephone: (    )    -</b>	<b>County's Project Manager Signature:</b>
<b>Email:</b>		<b>Email:</b>

A contract discrepancy(s) is specified below. The Contractor will take corrective action and respond back to the **County personnel** 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	Approved
1					
2					
3					
4					

\*Use additional sheets if necessary

\_\_\_\_\_

*Contractor's Representative Signature*

\_\_\_\_\_

*Date Signed*

<b>Additional Comments:</b>

## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Contract: Paragraph 7.0 - Administration of Contract - Contractor	Contractor must notify the County in writing of any change in name or address to information on Exhibit E, Contractors Administration	Inspection & Observation	\$50 per occurrence
Contract: Sub-paragraph 8.5 – Complaints	Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints in accordance with the provisions of this paragraph, including any subparagraphs.	Inspection & Observation	\$50 per occurrence
Contract: Sub-paragraph 8.26 – Liquidated Damages	If the Director, or their designee, determines that there are deficiencies in the performance of this Contract and are deemed correctable by the Contractor over a certain time, and written notice was given to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said 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	Inspection & Observation	\$100 per day

<p>Contract: Sub-paragraph 8.28 - Nondiscrimination and Affirmative Action</p>	<p>The parties agree that if the Contractor violates any of the anti-discrimination provisions of the Contract, County shall, 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.</p>	<p>Inspection &amp; Observation</p>	<p>\$500 for each violation</p>
<p>Contract: Sub-paragraph 8.38 - Record Retention &amp; Inspection-Audit Settlement</p>	<p>Contractor to maintain all required documents as specified in Sub-paragraph 8.38</p>	<p>Inspection of files</p>	<p>\$50 per occurrence</p>
<p>Contract: Sub-paragraph 8.40 - Subcontracting</p>	<p>Contractor must obtain County's written approval prior to subcontracting any work.</p>	<p>Inspection &amp; Observation</p>	<p>\$100 per occurrence; possible termination for default of contract</p>
<p>SOW: Sub-paragraph 48.3 – Key Control</p>	<p>Contractor shall report loss/stolen County keys within 24hours. \$100 for each occurrence</p>	<p>Inspection &amp; Observation</p>	<p>\$100 for each occurrence</p>

**Appendix B, Exhibit 9e**  
**PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES**

FACILITY: The Los Angeles County Arboretum and Botanic Garden  
301 North Baldwin Avenue, Arcadia, CA 91007

SOW		Annual Frequency	Cost per Frequency*	Annual Cost
	<b>GROUP I</b>			
	Mowing			
17	a. General Turf Area			
	- April thru November, once a week	35	<u>\$671.63</u>	<u>\$23,507.05</u>
	- December thru March, once every two weeks	8	<u>\$2,938.39</u>	<u>\$23,507.12</u>
17	b. Rose Garden and Surrounding Areas			
	- April thru November, once a week	35	<u>\$671.63</u>	<u>\$23,507.05</u>
	- December thru March, once every two weeks	8	<u>\$2,938.39</u>	<u>\$23,507.12</u>
	Fertilization			
18	a. All Turf Areas per Specifications (2 times per year)	2	<u>\$1,567.14</u>	<u>\$3,134.28</u>
19	b. All Plant Areas per Specifications (2 times per year)	2	<u>\$1,567.14</u>	<u>\$3,134.28</u>
20	Site Inspection and Reporting			
	a. Per Requirements	43	<u>\$1.46</u>	<u>\$62.78</u>
21	Group I Management/Supervision	43	<u>\$1.46</u>	<u>\$62.78</u>
	<b>Group I Total On-Going Costs per Year</b>			<u><u>\$100,422.46</u></u>

SOW		Annual Frequency	Cost per Frequency*	Annual Cost
	<b>GROUP II</b>			
	Mechanical Edging			
22	a. Turf Area (once every 2 weeks)	26	<u>\$180.82</u>	<u>\$4,701.32</u>
22	b. Other Turf Areas (once per month)	26	<u>\$180.82</u>	<u>\$4,701.32</u>
22	c. Ground Cover Areas (Adjacent Turf Areas) (once per month)	12	<u>\$261.19</u>	<u>\$3,134.28</u>
22	d. Detail Turf Around Irrigation Equipment (once every 2 weeks)	26	<u>\$120.55</u>	<u>\$3,134.30</u>

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



**Appendix B, Exhibit 9e**  
**PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES**

FACILITY: The Los Angeles County Arboretum and Botanic Garden  
301 North Baldwin Avenue, Arcadia, CA 91007

		Annual Frequency	Cost per Frequency*	Annual Cost
	<b>Weed Removal</b>			
23	a. Mechanically Hand Remove Weeds	52	<u>\$60.27</u>	<u>\$3,134.04</u>
23	b. Chemically Spot Treat with Spray Systemic to Control Weeds	52	<u>\$60.27</u>	<u>\$3,134.04</u>
23.11	- Oak Grove Area: Spot Treat	26	<u>\$60.27</u>	<u>\$1,567.02</u>
	<b>Litter Control</b>			
24	a. Developed Areas (5 days a week)	260	<u>\$18.08</u>	<u>\$4,700.80</u>
24	b. Arboretum Trails/Slope Areas (once a week)	52	<u>\$90.41</u>	<u>\$4,701.32</u>
	<b>Trash Containers</b>			
25	a. Empty All Exterior Trash Containers (5 days per week)	260	<u>\$12.05</u>	<u>\$3,133.00</u>
25	b. Empty Exterior Trash Containers, located at Arboretum Main Entrance and Picnic Areas (5 days per week)	260	<u>\$12.05</u>	<u>\$3,133.00</u>
25	c. Clean and Disinfect All Exterior Trash Containers (once per month)	12	<u>\$130.60</u>	<u>\$1,567.20</u>
26	Trash Bin Contents-Removal from Site (once per week)	52	<u>\$30.14</u>	<u>\$1,567.28</u>
	<b>Raking</b>			
27	a. Turf under Trees (once per month)	12	<u>\$261.19</u>	<u>\$3,134.28</u>
27	b. Landscaped Beds and Planters (once per month)	12	<u>\$261.19</u>	<u>\$3,134.28</u>
	<b>Clearance Pruning/Hedge Trimming</b>			
28	a. Tree Safety Clearance (once per month)	12	<u>\$261.19</u>	<u>\$3,134.28</u>
28	b. Shrub Safety Clearance (once per month)	12	<u>\$391.79</u>	<u>\$4,701.48</u>
28	c. Informal Hedge Trimming (once per month)	12	<u>\$391.79</u>	<u>\$4,701.48</u>

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

**Appendix B, Exhibit 9e**  
**PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES**

FACILITY: The Los Angeles County Arboretum and Botanic Garden  
301 North Baldwin Avenue, Arcadia, CA 91007

SOW	Annual Frequency	Cost per Frequency*	Annual Cost
<b>GROUP II continued</b>			
28	d. Formal Hedge Trimming April thru September, twice per month	12	\$652.98
		<u>12</u>	<u>\$7,835.76</u>
	October thru March, once every two months	3	\$2,611.91
		<u>3</u>	<u>\$7,835.73</u>
28	e. Groundcover Pruning Adjacent to Hard Surfaces and Trails (4 times per year)	4	\$1,958.93
		<u>4</u>	<u>\$7,835.72</u>
28	f. Cutback/Thin Groundcover Areas (once per year in March)	1	\$ 7,838.30
		<u>1</u>	<u>\$7,838.30</u>
<b>Sweeping</b>			
29	a. Concrete Walkways, Steps, Parking Lot Corners, Inaccessible Areas (twice per week)	104	\$7.53
		<u>104</u>	<u>\$783.12</u>
29	b. Parking Lot (twice per week; Monday and Friday)	104	\$7.53
		<u>104</u>	<u>\$783.12</u>
29	c. Arboretum Interior Asphalt Roads & Walkways (twice per week; Monday and Friday)	104	\$7.53
		<u>104</u>	<u>\$783.12</u>
<b>Washing</b>			
30	a. Pick up and Wash Hard Surface Areas to Remove Bird and Animal Excrement	52	\$30.14
		<u>52</u>	<u>\$1,567.28</u>
<b>Picnic Areas</b>			
31	a. Safety Inspect Tables and Benches, Empty Trash Containers, Remove Litter and Spot	52	\$30.14
		<u>52</u>	<u>\$1,567.28</u>
	Clean/Disinfect Tables, Pads and Benches	260	\$6.03
		<u>260</u>	<u>\$1,567.80</u>
31	b. Wash, Clean, Disinfect Picnic Pads/Shelters Tables, Benches and Trash Containers	52	\$15.07
		<u>52</u>	<u>\$783.64</u>
<b>Rodent Control</b>			
32	a. Inspect/Control Per Specifications	104	\$30.14
		<u>104</u>	<u>\$3,134.56</u>
<b>Swales and Drains</b>			
33	a. Swales, Inspection & Clearance (twice per month)	24	\$130.60
		<u>24</u>	<u>\$3,134.40</u>

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

**Appendix B, Exhibit 9e**  
**PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES**

FACILITY: The Los Angeles County Arboretum and Botanic Garden  
301 North Baldwin Avenue, Arcadia, CA 91007

SOW	GROUP II continued	Annual Frequency	Cost per Frequency*	Annual Cost
33	a. Drains, Cleaned & Cleared (twice per month)	24	<u>\$32.65</u>	<u>\$783.60</u>
34	Service, Storage, and Nursery Areas			
	a. Maintain Per Specifications (once per month)	12	<u>\$261.19</u>	<u>\$3,134.28</u>
35	Site Inspection and Reporting			
	a. Per Requirements	260	<u>\$1.81</u>	<u>\$470.60</u>
36	Management/Supervision			
	a. Group II Management/Supervision	260	<u>\$1.81</u>	<u>\$470.60</u>
				<u>\$111,423.63</u>
	<b>Group II Total On-Going Costs Per Year</b>			
SOW	GROUP III	Annual Frequency	Cost per Frequency*	Annual Cost
37	Renovation/Turf			
	a. Mow and Renovate Turf Areas per Specifications	1	<u>\$23,507.15</u>	<u>\$23,507.15</u>
39,40	Watering/Irrigation			
	a. Inspect, Unplug Clogged Heads	52	<u>\$90.41</u>	<u>\$4,701.32</u>
39,40	b. Hand Water, Operate Controllers and Manual Valves	52	<u>\$90.41</u>	<u>\$4,701.32</u>
41	Site Inspection and Reporting			
	a. Per Requirements	52	<u>\$1.21</u>	<u>\$62.92</u>
42	Management/Supervision			
	a. Group III Management/Supervision	52	<u>\$1.21</u>	<u>\$62.92</u>
	<b>Group III Total On-Going Costs Per Year</b>			<u>\$33,035.63</u>

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

**Appendix B, Exhibit 9e**  
**PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES**

FACILITY: The Los Angeles County Arboretum and Botanic Garden  
301 North Baldwin Avenue, Arcadia, CA 91007

SOW	GROUP IV	Annual Frequency	Cost per Frequency*	Annual Cost
	<b>Baldwin Avenue &amp; Depot Lot/Research Field Maintenance</b>			
43.2	a. Litter/Debris Removal	52	<u>\$60.27</u>	<u>\$3,134.04</u>
43.3	b. Weed Control	24	<u>\$130.60</u>	<u>\$3,134.40</u>
43.4	c. Pruning/Trimming	2	<u>\$1,567.14</u>	<u>\$3,134.28</u>
43.5	d. Irrigation/Watering	52	<u>\$60.27</u>	<u>\$3,134.04</u>
43.6	e. Mowing - Research Field	16	<u>\$489.73</u>	<u>\$7,835.68</u>
44	<b>Site Inspection and Reporting</b>			
	a. Per Requirements	52	<u>\$1.21</u>	<u>\$62.92</u>
45	<b>Management/Supervision</b>			
	a. Group IV Management/Supervision	52	<u>\$1.21</u>	<u>\$62.92</u>
<b>Group IV Total On-Going Costs Per Year</b>				<u><b>\$20,498.28</b></u>

**HOURS AND DAYS OF MAINTENANCE SERVICES**

The basic daily hours of maintenance service shall be 6:00 a.m. to 2:30 p.m. throughout the calendar year.

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

**Appendix B, Exhibit 9e**  
**PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES**

**FACILITY:** The Los Angeles County Arboretum and Botanic Garden  
301 North Baldwin Avenue, Arcadia, CA 91007

**COST SUMMARY**

The Los Angeles County Arboretum and Botanic Garden

<b>GROUP I</b>	<u>\$100,422.46</u>
<b>GROUP II</b>	<u>\$111,423.63</u>
<b>GROUP III</b>	<u>\$33,035.63</u>
<b>GROUP IV</b>	<u>\$20,498.28</u>
<b>TOTAL ANNUAL CONTRACT AMOUNT</b>	<u>\$265,380.00</u>

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

## 7.7.5 Proposer's Quality Control and Green Initiatives Plans (Section D)

### 7.7.5.1 Proposer's Quality Control Plan

We perform internal quality control on our work to free up our contract monitor or client representative (be it a Public Works Inspector or Property Manager) so that he or she will have a reduced workload. This creates a positive environment for everyone involved and enhances our client relationships. Our main philosophy behind quality control is summed up in one statement "Plan your work and work your plan."

Our Account Managers perform an initial work in process inspection when the first portion of the work activity for each work task is completed. They perform ongoing work in process quality inspections to ensure that the work tasks continue to conform to the project quality requirements. Any outstanding punch items remaining after the work task completion inspection is deemed a nonconformance. Should a problem occur in the quality of work, we systematically contain the issue and quickly make corrections. We expedite a corrective action that brings the workmanship of material issue into conformance by repair, replacement, or rework. Previously completed work is re-inspected for similar non-conformances.

Mariposa Landscapes, Inc. systematically prevents recurrences to improve quality. First, management monitoring is put into place to ensure work proceeds without incident. Then a structured problem-solving process identifies the root of the causes and initiates solutions. Solutions may involve a combination of enhanced process controls, training, upgrading of personnel qualifications, and/or higher-grade materials. Follow up ensures that a problem is completely resolved. Non-conformance and their resolutions are recorded on a Non-Conformance Report.

#### *Monthly Work Plans*

The Mariposa Account Manager will submit Monthly Work Plans describing maintenance operations of all areas contained within this contract and when the work, including trimming, pruning and applications of chemicals/fertilizers will be accomplished. Other work will include the removing and/or replacing of landscape materials within the scope of this Contract. The work may include landscape renovations of right-of-ways, medians, retention areas and/or common turf areas. The Account Manager will develop the Monthly Work Plans and submit them to the client representative by the 25th of the previous month prior to the regular monthly meeting. The Monthly Work Plan will correlate with the Annual Work Schedule in a more detailed form. After the plan is approved at the regular monthly meeting the Monthly Schedule Evaluation Form will be completed with the client representative to evaluate the performance of the current month. The Mariposa Supervisor is responsible for creating and submitting these reports.

#### *Irrigation Reports*

The Irrigation Technician will create the Irrigation Reports at the specified frequencies and the Mariposa Account Manager will insure their accurate and timely completion. These reports will include scheduled formal inspections, all service requests, authorized emergency work and repair of damage. The Irrigation Technician will be responsible for conducting a formal inspection and related repairs of the irrigation system as scheduled. Results of the inspection shall be recorded on the Irrigation Inspection Report and checked for accuracy and then delivered to the client representative. The frequency of these reports will vary depending on the work scope.



### *Account Manager/Client Meeting Work Quality Evaluations*

A critical aspect of the work is communication. Timely and accurate schedules address a lot of this; however, there is another important aspect that is sometimes overlooked: interpretations of quality. What is beautiful to some is not to others, this is why specifications are written. However, there is always some level of interpretation that can vary from person to person. The goal is to have the Mariposa Account Manager and the client representative both interpreting the expectations of the specifications in the same way. The way we accomplish this is through a graded evaluation of every aspect of the landscape on a site by the Mariposa Supervisor and the client representative. This evaluation is performed prior to the regular client representative meeting by the Mariposa Supervisor. When the regular meeting takes place, this same form is given to the client representative to evaluate the exact same items as the Mariposa Account Manager previously graded. Any differences in evaluation that the client representative has of the same work item or area that were graded by the Mariposa Supervisor are addressed immediately and clarified. The frequency of these evaluations and number of work items evaluated can vary based on the work scope. However, typically a weekly evaluation will be conducted for quality assurance. Please see the sample form provided.

### *Action Item Lists*

Even with jobs that go perfectly there are always items that come up during walk-through inspections. These items may have nothing to do with work quality but may be requests for improvement, additional work or notations of concern, etc. One of the key aspects of an action item list is a target completion date. This is included for every item on our form. The Mariposa Account Manager is committed to completion of a requested activity at an agreed upon date. This is in writing; it's quick and easy to fill out. The client representative will have confidence that we will keep our promises because they are documented. **Our goal is "Promises made are promises kept."** Please see the sample form provided.







Action Items Form



Mariposa Landscapes, Inc.

**ACCOUNT MANAGER INSPECTION ACTION ITEMS**

Today's Date:  Job:   
Job Number:

	<b>ACTION ITEMS</b>	<b>Resolution Date</b>
1.	<hr/> <hr/> <hr/>	<input type="text"/>
2.	<hr/> <hr/> <hr/>	<input type="text"/>
3.	<hr/> <hr/> <hr/>	<input type="text"/>
4.	<hr/> <hr/> <hr/>	<input type="text"/>
5.	<hr/> <hr/> <hr/>	<input type="text"/>
6.	<hr/> <hr/> <hr/>	<input type="text"/>
7.	<hr/> <hr/> <hr/>	<input type="text"/>
8.	<hr/> <hr/> <hr/>	<input type="text"/>
9.	<hr/> <hr/> <hr/>	<input type="text"/>
10.	<hr/> <hr/> <hr/>	<input type="text"/>

\_\_\_\_\_  
Mariposa Account Manager Signature/Date

\_\_\_\_\_  
Client Representative Signature/Date



## 7.7.5.2 Proposer's Green Initiatives/Organic Waste Disposal

Mariposa Landscapes, Inc. uses every effort to implement "green" environment and energy conservation measures.

All products anticipated for use as part of meeting the SOW requirements for this RFP will be compatible with products used by the County. Any chemical or fertilizer materials needed or recommended, will be submitted by the Mariposa PCA to the County, for approval.

Our company has a recycling program for green waste and paper products. We implement this program at our local offices and at all job sites.



Mariposa self performs most of the hauling of green waste generated on projects throughout Southern California. This responsibility has led to specific training protocols for all crew members related to preventing contamination and avoiding paper or plastic in green waste bins. Foremen and Supervisors check green waste on site daily and observe green waste materials brought back to operating yards for disposal to prevent contamination.

Mariposa currently uses hybrid vehicles for supervisory staff, as well as electric powered tools such blowers and weed whips on several current contracts. We intend to fully comply with the electric equipment requirements for this RFP before the required date of January 2, 2024. This equipment will include but not be limited to blowers, string trimmers, and hedge trimmers. We strive to be as environmentally conscientious as possible and are expanding our operations testing large format electric mowers, to achieve this goal.

Mariposa implements integrated pest management (IPM) programs for most public sector contracts. When such programs are not published and required, the on-staff PCA has been able to organize and write recommendations for specific properties with specific needs or requirements.

Mariposa works with all clients to assure optimum water usage where possible. Extensive use of drip irrigation, smart controllers, and mulching are some of the most powerful tools available for water savings. These initiatives are prime components of our environmentally sustainable best practices.

In addition to items listed above for Mariposa's Green Initiative, we are also committed to leading the industry in minimizing the impact of our activities on the environment.

The key points of its strategy to achieve this are:

- Minimize waste by evaluating operations and ensuring they are as efficient as possible.
- Minimize toxic emissions through the selection and use of its fleet and equipment.
- Actively promote recycling both internally and amongst its customers and suppliers.
- Meet or exceed all the environmental legislation that relates to the Company.
- Adhere to all local codes and ordinances regarding water conservation.



**COUNTY'S ADMINISTRATION**

CONTRACT NO. \_\_\_\_\_

**COUNTY PROJECT DIRECTOR:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**COUNTY PROJECT MANAGER:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**COUNTY CONTRACT PROJECT MONITOR:**

Name: Timothy Phillips

Title: Superintendent

Address: 301 North Baldwin Ave., Arcadia, CA

Telephone: 626-821-3208

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

### CONTRACTOR'S ADMINISTRATION

**CONTRACTOR'S NAME:** Mariposa Landscapes, Inc

**CONTRACT NO:** \_\_\_\_\_

**CONTRACTOR'S PROJECT MANAGER:** Tony Valenzuela

Name: Tony Valenzuela

Title: Area Manager

Address: 15529 Arrow Highway Irwindale, CA 91702

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

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 shall be sent to the following:

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



# 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](http://BabySafeLA.org) to learn more.

No shame | No blame | No names

ANY FIRE STATION.  
ANY HOSPITAL.  
ANY TIME.

1.877.222.9723  
[BabySafeLA.org](http://BabySafeLA.org)

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



No shame | No blame | No names





## FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

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

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

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

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

## ANSWERS TO YOUR QUESTIONS

### Who is legally allowed to surrender the baby?

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

### Do you need to call ahead before surrendering a baby?

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

### What information needs to be provided?

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

### What happens to the baby?

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

### What happens to the parent or surrendering adult?

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

### How can a parent get a baby back?

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

### If you're unsure of what to do:

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

**1.877.222.9723 or BabySafeLA.org**

English, Spanish and 140 other languages spoken.





COUNTY OF LOS ANGELES  
LIVING WAGE PROGRAM

PAYROLL STATEMENT OF COMPLIANCE

I, \_\_\_\_\_, \_\_\_\_\_  
(Name of Owner or Company Representative) (Title)

Do hereby state:

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

<b>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.</b>	
Print Name and Title	Owner or Company Representative Signature:
	Date:
<b>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.</b>	

# Smoking Ban Ordinance

## **ORDINANCE NO. 2009-0044**

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

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

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

### **17.04.035 Contract-operated facilities.**

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

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

### **17.04.185 Smoking.**

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

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

### **17.04.645 Smoking Prohibited,**

Smoking shall be prohibited at all parks, except:

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

[1704035CSCC]



## Contribution and Agent Declaration Form

This form must be completed separately by all bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles ("County").

Pursuant to the Levine Act (Government Code section 84308), a member of the Board of Supervisors, other elected County officials (the Sheriff, Assessor, and the District Attorney), and other County employees and/or officers ("County Officers") are disqualified and not able to participate in a proceeding involving contracts, franchises, licenses, permits and other entitlements for use if the County Officer received more than \$250 in contributions in the past 12 months from the bidder, proposer or applicant, any paid agent of the bidder, proposer, or applicant, or any financially interested participant who actively supports or opposes a particular decision in the proceeding.

**State law requires you to disclose information about contributions made by you, your company, and lobbyists and agents paid to represent you. Failure to complete the form in its entirety may result in significant delays in the processing of your application and potential disqualification from the procurement or application process.**

**You must fully answer the applicable questions below. You ("Declarant"), or your company, if applicable, including all entities identified below (collectively, "Declarant Company") must also answer the questions below. The term "employee(s)" shall be defined as employees, officers, partners, owners, or directors of Declarant Company.**

**An affirmative response to any questions will not automatically cause the disqualification of your bid/proposal, or the denial of your application for a license, permit or other entitlement. However, failure to answer questions completely, in good faith, or providing materially false answers may subject a bidder/proposer to disqualification from the procurement.**

*This material is intended for use by bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles and does not constitute legal advice. If you have questions about the Levine Act and how it applies to you, you should call your lawyer or contact the Fair Political Practices Commission for further guidance.*



# Contribution and Agent Declaration Form

Complete each section below. State "none" if applicable.

## A. COMPANY OR APPLICANT INFORMATION

1) Declarant Company or Applicant Name:

Mariposa Landscapes, Inc.

a) If applicable, identify all subcontractors that have been or will be named in your bid or proposal:

Valley Vista Services

b) If applicable, variations and acronyms of Declarant Company's name used within the past 12 months:

c) Identify all entities or individuals who have the authority to make decisions for you or Declarant Company about making contributions to a County Officer, regardless of whether you or Declarant Company have actually made a contribution:

Terry Noriega

### [IF A COMPANY, ANSWER QUESTIONS 2 - 3]

2) Identify only the Parent(s), Subsidiaries and Related Business Entities that Declarant Company has controlled or directed, or been controlled or directed by. "Controlled or directed" means shared ownership, 50% or greater ownership, or shared management and control between the entities.

a) Parent(s):

b) Subsidiaries:

c) Related Business Entities:

Mariposa Tree Management, Inc.

3) If Declarant Company is a closed corporation (non-public, with under 35 shareholders), identify the majority shareholder.

Terry Noriega



# Contribution and Agent Declaration Form

- 4) Identify all entities (proprietorships, firms, partnerships, joint ventures, syndicates, business trusts, companies, corporations, limited liability companies, associations, committees, and any other organization or group of persons acting in concert) whose contributions you or Declarant Company have the authority to direct or control.
  
- 5) Identify any individuals such as employees, agents, attorneys, law firms, lobbyists, and lobbying firms who are or who will act on behalf of you or Declarant Company and who will receive compensation to communicate with a County Officer regarding the award or approval of **this** contract or project, license, permit, or other entitlement for use.

*(Do **not** list individuals and/or firms who, as part of their profession, either (1) submit to the County drawings or submissions of an architectural, engineering, or similar nature, **or** (2) provide purely technical data or analysis, **and** who will not have any other type of communication with a County agency, employee, or officer.)*

Terry Noriega, Tony Valenzuela, Luis Valenzuela, Antonio Valenzuela

- 6) If you or Declarant Company are a 501(c)(3) non-profit organization, identify the compensated officers of your organization and the compensated members of your board.

**B. CONTRIBUTIONS**

- 1) Have you or the Declarant Company solicited or directed your employee(s) or agent(s) to make contributions, whether through fundraising events, communications, or any other means, to a County Officer in the past 12 months? If so, provide details of each occurrence, including the date.

Date (contribution solicited, or directed)	Recipient Name (elected official)	Amount

\*Please attach an additional page, if necessary.



# Contribution and Agent Declaration Form

2) Disclose all contributions made by you or any of the entities and individuals identified in Section A to a County officer in the past 12 months.

Date (contribution made)	Name (of the contributor)	Recipient Name (elected official)	Amount

\*Please attach an additional page, if necessary.

C. DECLARATION

By signing this Contribution and Agent Declaration form, you (Declarant), or you and the Declarant Company, if applicable, attest that you have read the entirety of the Contribution Declaration and the statements made herein are true and correct to the best of your knowledge and belief. (Only complete the one section that applies.)

There are 0 additional pages attached to this Contribution Declaration Form.

**COMPANY BIDDERS OR APPLICANTS**

I, Terry Noriega (Authorized Representative), on behalf of Mariposa (Declarant Company), at which I am employed as President (Title), attest that after having made or caused to be made a reasonably diligent investigation regarding the Declarant Company, the foregoing responses, and the explanation on the attached page(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject Declarant Company to consequences, including disqualification of its bid/proposal or delays in the processing of the requested contract, license, permit, or other entitlement.

**IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:**

By signing this Contribution and Agent Declaration form, you also agree that, if Declarant Company hires an agent, such as, but not limited to, an attorney or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, you agree to inform the County of the identity of the agent or lobbyist and the date of their hire. You also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County officer (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by the Declarant Company, or, if applicable, any of the Declarant Company's proposed subcontractors, agents, lobbyists, and employees who have communicated or will communicate with the County about this contract, license, permit, or other entitlement after



# Contribution and Agent Declaration Form

the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

Judy L. [Signature]  
Signature

5-30-24  
Date

## **INDIVIDUAL BIDDERS OR APPLICANTS**

I, \_\_\_\_\_, declare that the foregoing responses and the explanation on the attached sheet(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject me to consequences, including disqualification of my bid/proposal or delays in the processing of the requested license, permit, or other entitlement.

## **IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:**

If I hire an agent or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, I agree to inform the County of the identity of the agent or lobbyist and the date of their hire. I also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County official (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by me, or an agent such as, but not limited to, a lobbyist or attorney representing me, that are made after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**MAPS**

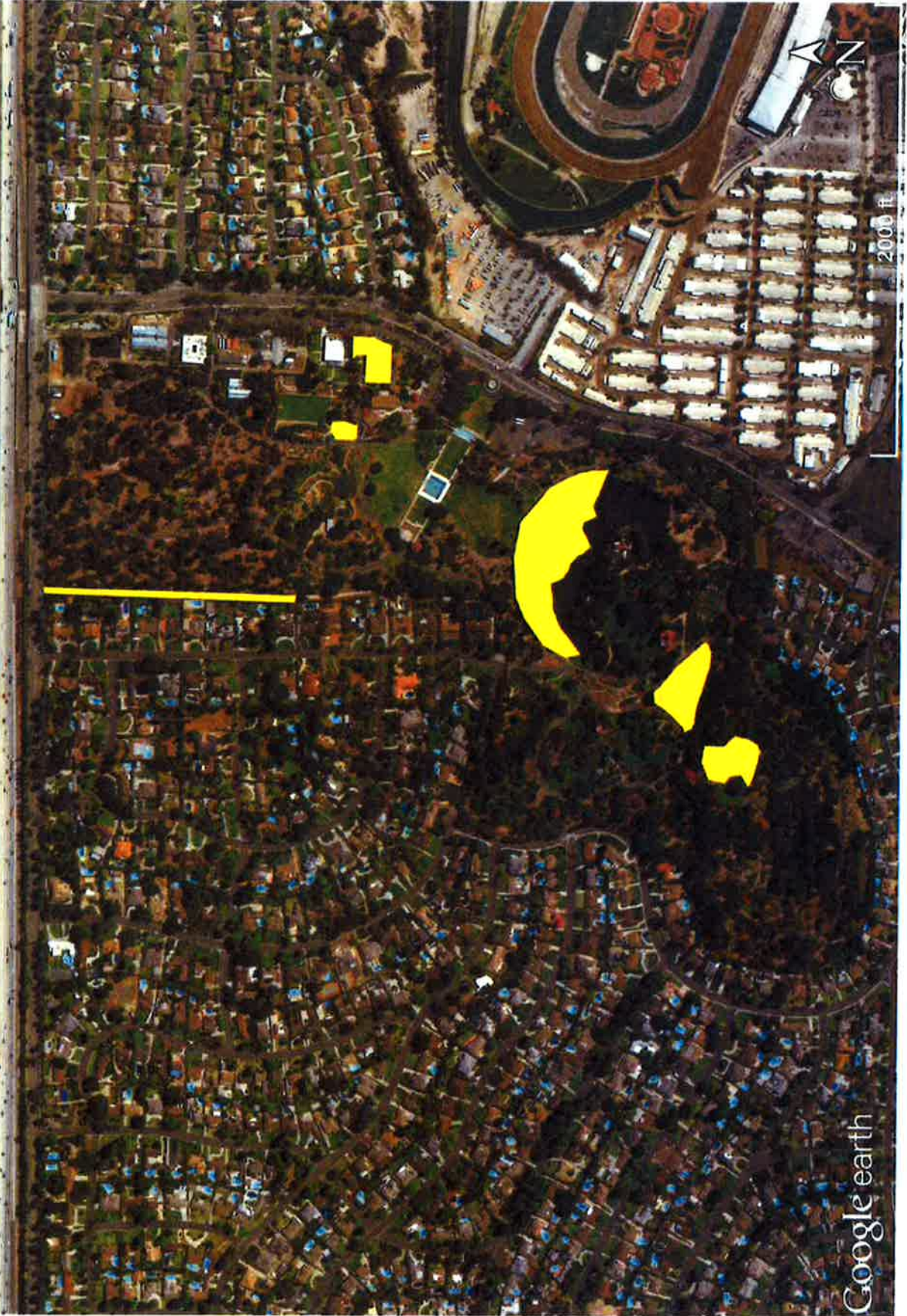
<b>EXHIBIT P-1</b>	<b>AREAS EXCLUDED FROM ALL LANDSCAPE SERVICES</b>
<b>EXHIBIT P-2</b>	<b>ROSE GARDEN TURF AREA</b>
<b>EXHIBIT P-3</b>	<b>OTHER TURF AREAS</b>
<b>EXHIBIT P-4</b>	<b>AREAS NOT REQUIRING WEED REMOVAL</b>
<b>EXHIBIT P-5</b>	<b>PRUNING OF SHRUBS – FORMAL</b>
<b>EXHIBIT P-6, P-7</b>	<b>INFORMAL PRUNING AND GROUNDCOVER PRUNING</b>
<b>EXHIBIT P-8</b>	<b>AREAS TO BE EDGED MECAHNICALLY</b>
<b>EXHIBIT P-9</b>	<b>WATER AND IRRIGATION SYSTEM MANAGEMENT</b>
<b>EXHIBIT P-10</b>	<b>BALDWIN AVE. AND DEPOT LOT/RESEARCH MAINTENANCE</b>
<b>EXHIBIT P-11</b>	<b>SPECIAL MAINTENANCE REQUIREMENTS AREAS</b>
<b>EXHIBIT P-12</b>	<b>AREAS REQUIRING MECHANICAL WEEDING ONLY</b>



# P-1 Areas Excluded from all Landscape Services

## Legend

 P-1 Areas Excluded from all Landscape Services

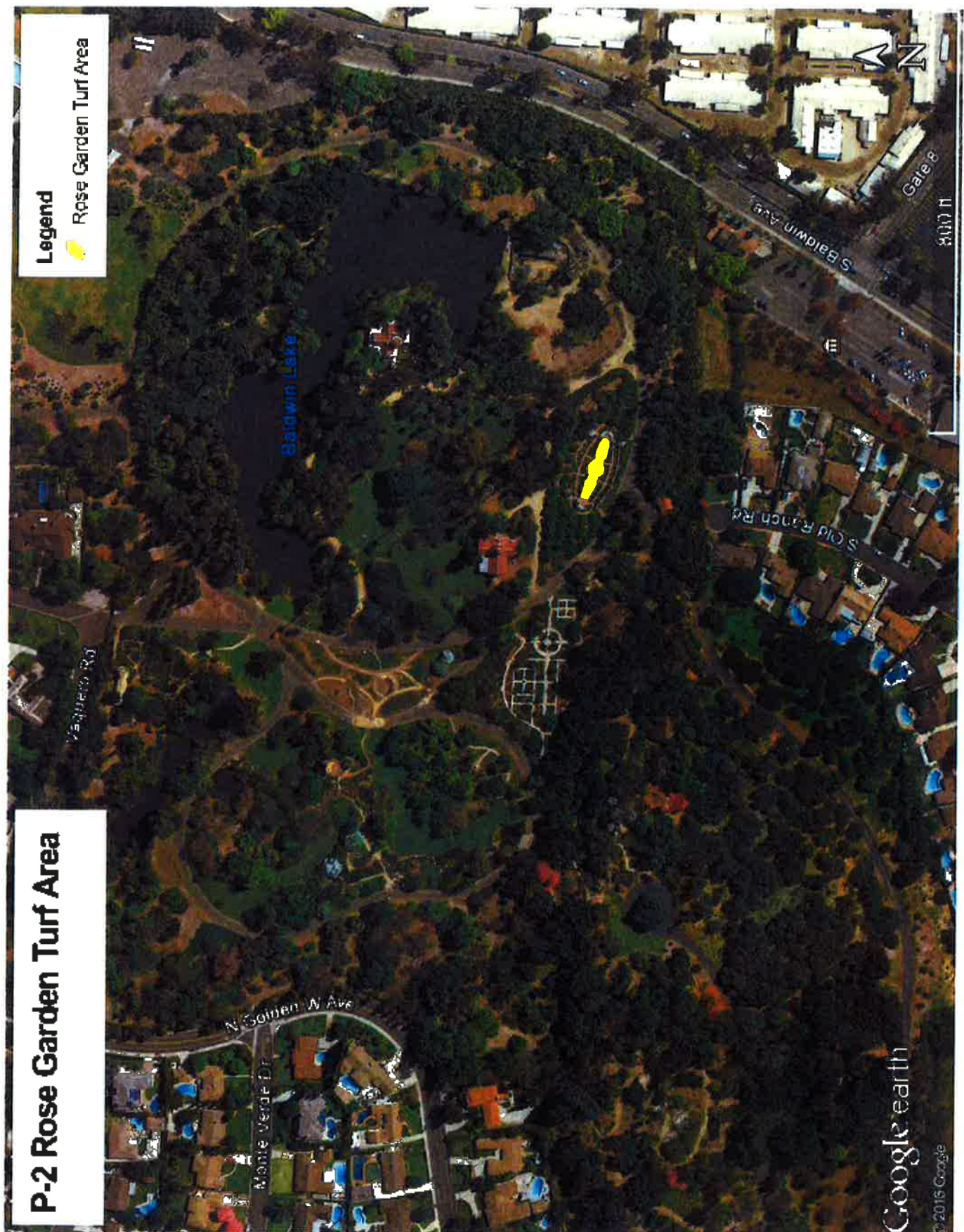


# P-2 Rose Garden Turf Area

## Legend



Rose Garden Turf Area



# P-3 Other Turf Areas


## Legend

Feature 1



**P-4 Areas Not Requiring Weed Removal**

**Legend**

 Areas Not Requiring Weed Removal



# P-5 Pruning of Shrubs Formal

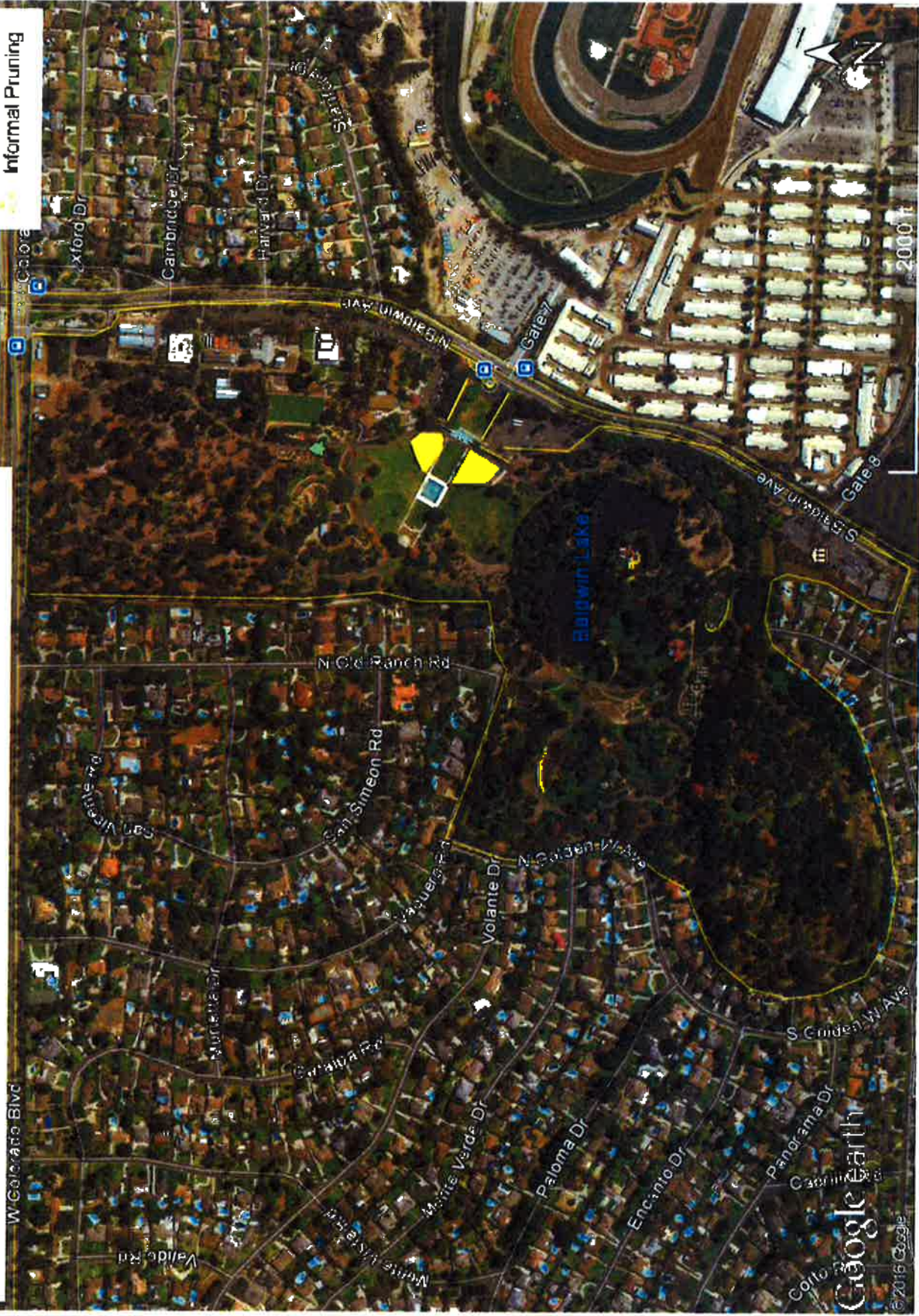
Legend  
Formal Pruning



# P-6, P-7 Informal Pruning and Groundcover Pruning

## Legend

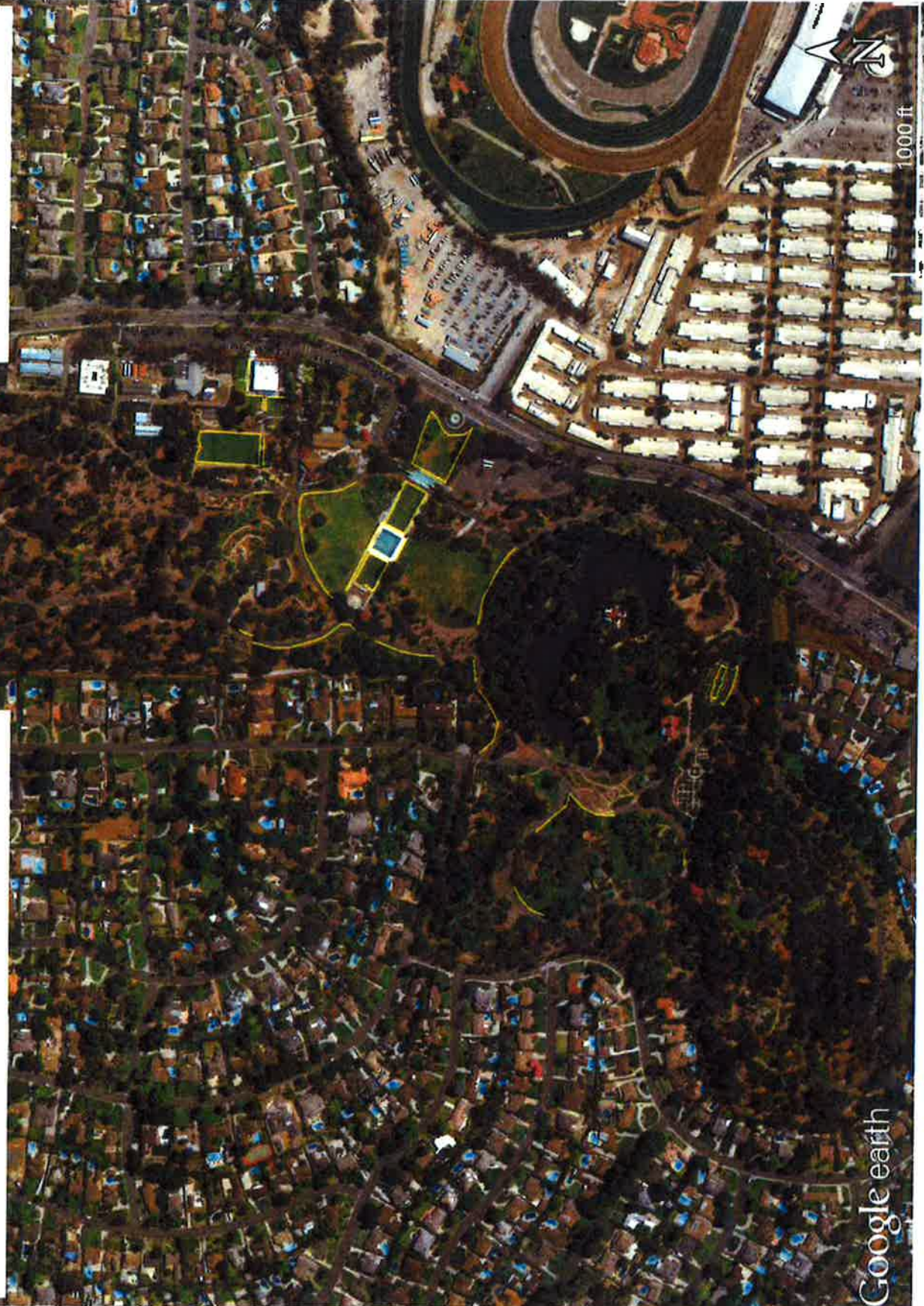
- Informal Pruning
- Informal Pruning



# P-8 Areas to be Edged Mechanically


## Legend

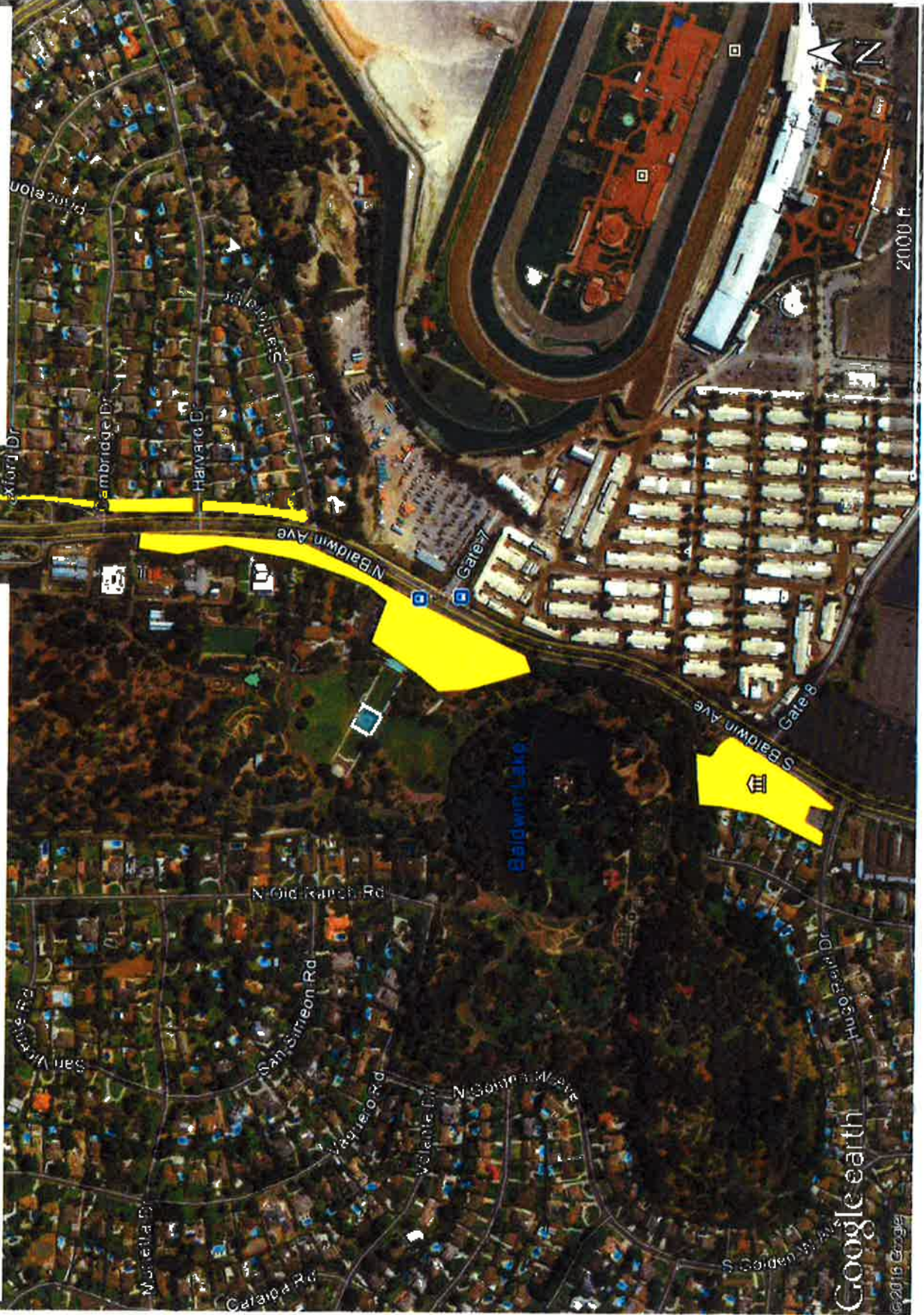
 Areas to be Edged Mechanically



# P-9 Water and Irrigation System Management

## Legend

 Water and Irrigation System Management





# P-10 Baldwin Ave. and Depot Lot/Research Field Maintenance

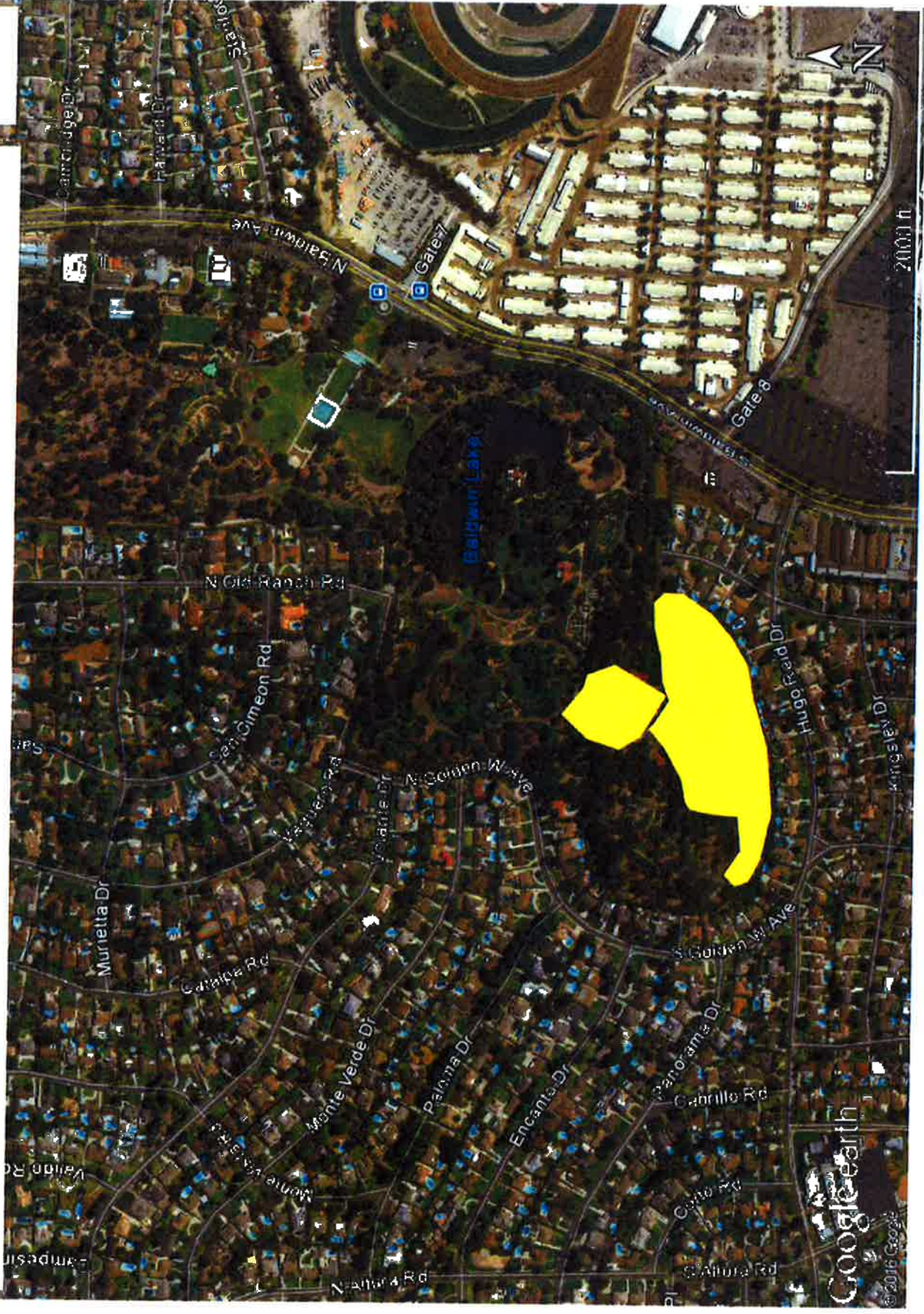
## Legend

Baldwin Ave.



# P-11 Areas Having Special Maintenance Requirements Per Specifications

Legend  
Area





**Award Schedule and the Maximum Potential Contract Costs**

**Park Maintenance and/or Mowing Services for the Facilities/Parks (5 Contracts)**

<b>Facilities/Parks</b>	<b>Recommended Contractor</b>	<b>Contract Start Date</b>	<b>Annual Contract Sum <i>First Year Initial Term</i></b>	<b>Annual Contract Sum <i>Second Year Initial Term</i></b>	<b>Annual Contract Sum <i>Third Year Initial Term</i></b>	<b>Annual Contract Sum <i>Option Year 1</i></b>	<b>Annual Contract Sum <i>Option Year 2</i></b>	<b>Month-to-Month Extension <i>Up to 6 Months</i></b>	<b>Total Overall Contract Sum <i>No Contingency</i></b>	<b>Maximum Potential Contract Sum <i>with 10% Contingency</i></b>
<b>Altadena Area Parks</b>	Parkwood Landscape Maintenance, Inc.	12/1/2024	\$368,627.00	\$368,627.00	\$368,627.00	\$368,627.00	\$368,627.00	\$184,313.50	\$2,027,448.50	\$2,230,193.35
<b>Bonelli Regional Park</b>	Maiposa Landscapes, Inc.	12/1/2024	\$67,488.00	\$67,488.00	\$67,488.00	\$67,488.00	\$67,488.00	\$33,744.00	\$371,184.00	\$408,302.40
<b>Arboretum and Botanic Garden of LA County</b>	Mariposa Landscapes, Inc.	12/1/2024	\$265,380.00	\$265,380.00	\$265,380.00	\$265,380.00	\$265,380.00	\$132,690.00	\$1,459,590.00	\$1,605,549.00
<b>La Puente Area Parks</b>	Parkwood Landscape Maintenance, Inc.	12/1/2024	\$583,188.00	\$583,188.00	\$583,188.00	\$583,188.00	\$583,188.00	\$291,594.00	\$3,207,534.00	\$3,528,287.40
<b>Los Angeles Area Parks</b>	Mariposa Landscapes, Inc.	2/1/2025	\$48,455.75	\$48,455.75	\$48,455.75	\$48,455.75	\$48,455.75	\$24,227.88	\$266,506.63	\$293,157.29

PROPOSITION A COST-EFFECTIVENESS SUMMARY MATRIX

<b>Contracts</b>	<b>Altadena Area Parks</b>	<b>Bonelli Regional Park</b>	<b>Arboretum and Botanic Garden of LA County</b>	<b>La Puente Area Parks</b>	<b>Los Angeles Area Parks</b>	<b>Total</b>
Overall County Cost to Provide Services	\$742,772.58	\$171,614.61	\$629,104.63	\$853,333.96	\$273,307.79	\$2,670,133.57
Overall Cost of Contracting Services	\$368,627.00	\$67,488.00	\$265,380.00	\$583,188.00	\$48,455.75	\$1,333,138.75
Difference in Costs	\$374,145.58	\$104,126.61	\$363,724.63	\$270,145.96	\$224,852.04	\$1,336,994.82

**Recommended Contract Costs**

Facilities/Parks	Operating Budget Impact			
	Current Contract Costs	Recommended Contract Costs	Contract Increase/ (Decrease) Per FY	Total Contract Increase for FY 24-25
Altadena Area Parks	\$245,723.00	\$368,627.00	\$122,904.00	\$71,694.00
Bonelli Regional Park	\$56,158.00	\$67,488.00	\$11,330.00	\$6,609.17
Arboretum and Botanic Garden of LA County	\$174,324.00	\$265,380.00	\$91,056.00	\$53,116.00
La Puente Area Parks	\$501,436.00	\$583,188.00	\$81,752.00	\$47,688.67
Los Angeles Area Parks	\$59,875.00	\$48,455.75	(\$11,419.25)	(\$4,758.02)
<b>Total</b>	<b>\$1,037,516.00</b>	<b>\$1,333,138.75</b>	<b>\$295,622.75</b>	<b>\$174,349.81</b>

COUNTY OF LOS ANGELES DEPARTMENT OF PARKS AND RECREATION  
 RECOMMENDED CONTRACTORS' COMMUNITY BUSINESS ENTERPRISE

Facilities/Parks	Contractor	Local SBE		Minority		Women		Disadvantaged		Disabled Vet	
		YES	NO	YES	NO	YES	NO	YES	NO	YES	NO
Altadena Area Parks	Parkwood Landscape Maintenance, Inc.		X		X		X		X		X
Bonelli Regional Park	Maiposa Landscapes, Inc.		X	X			X		X		X
Arboretum and Botanic Garden of LA County	Maiposa Landscapes, Inc.		X	X			X		X		X
La Puente Area Parks	Parkwood Landscape Maintenance, Inc.		X		X		X		X		X
Los Angeles Area Parks	Maiposa Landscapes, Inc.		X	X			X		X		X