

MARK PESTRELLA, Director

**COUNTY OF LOS ANGELES** 

# DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE ALHAMBRA, CALIFORNIA 91803-1331 Telephone: (626) 458-5100 http://dpw.lacounty.gov

March 31, 2021

ADDRESS ALL CORRESPONDENCE TO: P.O. BOX 1460 ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE REFER TO FILE: BRC-1

## NOTICE OF INVITATION FOR BIDS FOR LANDSCAPE MAINTENANCE SERVICES - EAST AREA (BRC0000238)

PLEASE TAKE NOTICE that Public Works requests bid submissions for the Landscape Maintenance Services - East Area (BRC0000238) contract. This contract has been designed to have a potential maximum contract term of 4 years, consisting of an initial 1-year term and potential additional three 1-year option renewals. The total annual contract amount of these services is estimated to be \$300.000. The Invitation for Bids (IFB) with contract specifications, forms, and instructions for preparing and submitting bids may be accessed at http://pw.lacounty.gov/brcd/servicecontracts/ or requested from Ms. Ani Karapetyan may be at (626)458-4050 or Ms. akarapetyan@pw.lacounty.gov or Anna Leung at (626) 458-4072 or <u>aleung@pw.lacounty.gov</u>, Monday through Thursday, 7 a.m. to 5 p.m.

# PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT <u>http://pw.lacounty.gov/brcd/servicecontracts</u>.

#### "Do Business with Public Works" Website Registration:

All interested bidders for this IFB are strongly encouraged to register at <u>http://pw.lacounty.gov/general/contracts/opportunities/</u>. Only those firms registered for this IFB through the website will receive automatic notification when any update to this IFB is made. The County does not have an obligation to notify any bidders other than through the Public Works website's automatic notification system.

#### Doing Business with Local Small Business Enterprise, Disabled Veteran Business Enterprise, and Social Enterprise

The County strongly encourages participation from firms, primes, and subcontractors, which are certified in the County's Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE) Preference Programs. The County's LSBE, DVBE, and SE Preference Programs require firms to complete a certification process to receive certain benefits allowed only for LSBE,

DVBE, and SE, such as a 15 percent price preference, not to exceed \$150,000, when applicable, and LSBE Prompt Payment Program. The following link provides additional information on being County certified LSBE, DVBE, and SE: <u>http://dcba.lacounty.gov</u>.

#### **Community Business Enterprise Participation**

The County has adopted a Community Business Enterprise (CBE) Program, which includes business enterprises owned by disabled veterans, disadvantaged business enterprises, and minority and women-owned business enterprises. The County has established an aspirational goal that 25 percent of all County contract dollars shall go to certified CBEs. All bidders shall document good faith efforts it has taken to assure that CBEs are utilized when possible to provide supplies, equipment, technical services, and other services under this contract. The County will evaluate the bidder's good faith efforts to meet the CBE participation goal by reviewing the bidder's documentation. Suggested criteria include, but are not limited to, the following:

- 1. Bidder attended any preproposal meetings scheduled by the County to inform all bidders of the CBE program requirements for the project.
- 2. Bidder identified and selected specific items of the project for which a subcontract could be awarded to be performed by CBEs to provide an opportunity for participation by those enterprises.
- 3. Bidder advertised, not less than ten calendar days before the date the bids are due, in one or more daily or weekly newspapers, trade association publications, minority or trade oriented publications, trade journals, or other media specified by the County for CBEs that are interested in participating in the project. This paragraph applies only if the County gave public notice of the project not less than 15 calendar days prior to the date the bids are due.
- 4. Bidder provided written notice of his or her interest in proposing on the project to certified CBEs not less than ten calendar days prior to the submittal of bids.
- 5. Bidder followed up initial solicitations of interest by contacting the CBEs to determine with certainty whether the CBEs were interested in performing specific items of the project.
- 6. Bidder provided interested CBEs with information about the project and requirements for selected subconsultants.

> 7. Bidder requested assistance from minority and women community organizations; minority and women contractor groups; local, state, or federal minority and women business assistance offices; or other organizations that provide assistance in the recruitment and placement of minority or women business enterprises, if any are available. Bidder used the services and assistance of the Small Business Administration and Minority Business Development Agency of the Department of Commerce, the County of Los Angeles Department Consumer and Business Affairs of (http://dcba.lacounty.gov or [323] 881-3964), and other outreach agencies.

To obtain a list of firms that are certified by the County in the CBE Program, send an e-mail request to the County of Los Angeles Department of Consumer and Business Affairs: <u>CBESBE@dcba.lacounty.gov</u>. For additional information, contact the County of Los Angeles Department of Consumer and Business Affairs (Small Business Services). The website is: <u>dcba.lacounty.gov</u>.

- 8. Bidder negotiated in good faith with the CBEs and did not unjustifiably reject as unsatisfactory bids prepared by any CBE.
- 9. Where applicable, the bidder advised and made efforts to assist interested CBEs in obtaining bonds, lines of credit, or insurance required by these contract documents.
- 10. Bidder's efforts to obtain CBE participation could reasonably be expected by the County to produce a level of participation sufficient to meet the goals and requirements of the County.
- 11. Bidder commits to continue its good faith efforts to include in considering CBE participation throughout the term of the contract. The County shall be notified of any future additions in CBE participation.
- 12. Bidder is a certified CBE.
- 13. The Bidder's CBE participation shall be reflected in the CBE Form.
- 14. Public Works will answer questions from bidders regarding CBE participation.

The County strongly encourages participation by CBEs; however, the final selection will be made without regard to race, color, creed, or gender. The final selection will be based on the bidder's ability to provide the best service and value to the County.

All interested firms that are included in the Qualified Contractor List resulting from Request for Statement of Qualifications (RFSQ) for Landscape and Grounds Maintenance Services (2014 SQPA001 - Formerly 2014 PA039) are invited to submit a bid provided that they meet the minimum requirements identified in this IFB.

IMPORTANT: The contractor will not be applying any chemical application unless otherwise approved in writing by the contract manager. The use of any products containing glyphosate is permanently banned for use by Los Angeles County.

**Minimum Mandatory Requirements:** At the time of bid submission, bidders must meet all minimum mandatory requirements set forth in the RFSQ and IFB documents including, but not limited to:

(Please note: Subcontractors are not allowed for these services except for the use of services of an Arborist and/or Horticulturist; Pest Control Advisor; and/or Qualified Applicator.)

- 1. Bidder must be included in the Qualified Contractor List resulting from the RFSQ for Landscape and Grounds Maintenance Services (2014 SQPA001 Formerly 2014 PA039).
- 2. Bidder must have a minimum of 3 years of experience providing landscape maintenance services. Subcontracting is not allowed to meet this requirement.
- 3. Bidder must submit a copy of valid and active State Contractor's Class C-27, Landscaping Contractor License. Subcontracting is not allowed to meet this requirement.
- 4. Bidder and/or its subcontractor(s), if any, must submit a copy of a valid and active arborist and/or horticulturist certification.
- 5. Bidder and/or its subcontractor(s), if any, must submit a copy of a valid and active State of California Department of Pesticide Regulation Pest Control Business license.
- 6. Bidder and/or its subcontractor(s), if any, must submit a copy of a valid and active State of California Qualified Applicator license.
- 7. Bidder and/or subcontractor(s), if any, must submit a copy of a valid and active Waste Collector Permit issued by the County Department of Public Health.

Bidders and/or subcontractor(s) who do not possess the permits at the bid deadline date may submit other forms of verification including, but not limited to, a copy of Department of Public Health's invoice to bidder and/or subcontractor(s) for permit fees along with a copy of proof of payment, such as a cashier check, money order, or cancelled check (transpired beyond 5 days).

8. The contracted work in this IFB constitutes "public works" as defined in the California Labor Code Section 1720, requiring payment of prevailing wages pursuant to Section 13, Prevailing Wages, of the RFSQ. Bidders are required to pay prevailing wages as applicable to the contract work. Bidder and subcontractor(s), if any, performing prevailing wage work, must submit proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5. **Pending registrations will not be accepted.** 

#### **IMPORTANT NOTICE**

Due to the closure of Public Works Headquarters for non-County employees, submission of bids will only be accepted electronically using BidExpress. Submission of hard copy bids will not be accepted.

#### A. Bid Submission Requirements:

Bids will be reviewed on a Pass/Fail basis concerning the items listed below. Bids not meeting all of these requirements may be rejected as nonresponsive.

All responsive bids will be evaluated according to Section B, Bid Selection:

- 1. Bidder and subcontractor(s), if any, have completed and signed all appropriate forms listed in this IFB, Part I, Forms.
- 2. Bidder and subcontractor(s), if any, have submitted copies of the licenses, certifications, permits, and registrations required to perform the work.
- 3. Bidder and subcontractor(s), if any, have demonstrated that it complies with all minimum requirements as outlined in the minimum mandatory requirements set forth in the RFSQ and IFB.

(Use Form PW-19.1, Bidder's Compliance with the Minimum Mandatory Requirements of the IFB.)

- 4. Bidder's submitted Form LW-8, bidder's Staffing Plan and Cost Methodology, assigns a minimum of six fulltime equivalent crew members to this contract, not including supervisors.
- 5. Bids shall be submitted electronically using the following method:
  - Bids must be submitted electronically on <u>www.bidexpress.com</u>, a secure online bidding service website.
    - To submit your bids electronically, register with BidExpress, by the due date. A new registration page must be signed, notarized, and received by BidExpress Customer Support for processing before the due date. There is a nominal service fee to use BidExpress.
    - Please note, each upload of file in BidExpress is limited to 10 MB per file up to 50 files for a total of 500 MB. Bidders shall plan ahead and allow sufficient time to account for the file size limitation before the bid submission deadline to complete the uploading of bid files.
    - Bids received after the closing date and time specified in this Notice of Invitation for Bids will be rejected by Public Works as nonresponsive.
- 6. The LW-8 must demonstrate compliance with the prevailing wage requirements of the Labor Code for prevailing wage work and compliance with the County's Living Wage requirements, pursuant to County Code 2.121.250, for nonprevailing wage work. Bidders should comply with both the Prevailing Wage and Living Wage Ordinance (LWO) requirements. While the Prevailing Wage should be paid when deemed necessary, the LWO language requires contractors to comply with other components of the LWO. Please refer to Section 9 of the RFSQ and Form LW-1, Living Wage Program, for LWO requirements.

There will be no bidders' conference or walk-through site visits for this solicitation; however, it is the bidders' sole responsibility to do their due diligence and to contact the East Maintenance Area representative, Ms. Maria Diaz-Castillo of Stormwater Maintenance Division who may be contacted at (626) 445-7630 or

<u>mdiaz@pw.lacounty.gov.</u> to arrange a site visit and familiarize themselves with each site location and its requirements before submitting their bid. Bidders must coordinate with Area representative prior to visiting the site. Please contact Ms. Maria Diaz-Castillo to arrange the date and time of the site visits of any of the work locations before <u>Wednesday, April 7, 2021</u>. All site visits should be carried out prior to the established bid submission deadline. The bid submission due date will not be extended to allow extra time to conduct the site visits.

The deadline to submit written questions for a response is <u>Wednesday, April 14, 2021,</u> <u>at 5:30 p.m.</u> All bidders on the Qualified Contractors List will be given a copy of all questions and answers for their information via e-mail only.

The deadline to submit bids via BidExpress is <u>Wednesday</u>, <u>April 28, 2021, at</u> <u>5:30 p.m.</u> Please direct your questions to Ms. Karapetyan or Ms. Leung.

Bidders are instructed not to contact any County personnel other than the contract analysts listed below regarding this solicitation. All contacts regarding this IFB or any matter relating thereto must be in writing and may be mailed or e-mailed to:

Los Angeles County Public Works Business Relations and Contracts Division - 8th Floor Attention Ms. Ani Karapetyan P.O. Box 1460 Alhambra, CA 91802-1460

E-mail: <u>akarapetyan@pw.lacounty.gov</u> Telephone: (626) 458-4050

or

Attention Ms. Anna Leung E-mail: <u>aleung@pw.lacounty.gov</u> Telephone: (626) 458-4072

If it is discovered that a bidder contacted and received material information from any County personnel other than the contract analysts named above regarding this solicitation, the County, in its sole determination, may disqualify their bid from further consideration.

#### B. Bid Selection:

All responsive submitted bids will receive a composite score (rating) and be ranked in numerical sequence from high to low based on the following criteria:

Proposed Price (100 points)

The proposed price should accurately reflect the bidder's cost of providing the required products and services and any profit expected during the contract term. Prior to scoring, the proposed prices must be adjusted in accordance with the LSBE, DVBE, or SE Preference Programs as applicable:

<u>LSBE, DVBE, or SE Preference Programs</u>: To the extent permitted by State and Federal law, should one or more of the bidders qualify for the County's Preference Programs stated in Part I of Form PW-9.1, Request for County's Preference Programs Consideration and Community Business Enterprise Firm/Consideration Information Form, the price component points will be adjusted prior to scoring as follows: 15 percent of the lowest averaged price proposed will be calculated, which shall not exceed \$150,000 and that amount will be deducted from the averaged prices submitted by all LSBE, DVBE, or SE bidders who requested and were granted the LSBE, DVBE, or SE Preference Programs. The LSBE, DVBE, or SE Preference Programs will not reduce or change the bidder's payment, which is based on the bidders proposed price.

Subject to such adjustment(s), the lowest average Total Adjusted Proposed Annual Price for years 1 through 4, quoted in the Summary Sheet for Schedule of Prices, Form PW-2.5, will receive the full weight of this evaluated item. Other bids will receive a prorated score calculated as follows: divide the lowest average Total Adjusted Proposed Annual Price for years 1 through 4 by each other bidder's average Total Adjusted Proposed Annual Price for years 1 through 4 and multiply the result by the maximum possible points for this evaluation criterion.

#### C. Invitation for Bids

1. All definitions, provisions, requirements, and rules of interpretation set forth in the RFSQ including the Addenda to the RFSQ, for Landscape and Grounds Maintenance Services (2014 SQPA001 - Formerly 2014 PA039), also apply to this IFB.

2. The County reserves the right to cancel this IFB at any time at its sole discretion. In the event of any such rejection of IFB or cancellation of this solicitation, the County will not be liable for any costs incurred in connection with the preparation and submittal of an IFB.

#### Follow us on Twitter:

We encourage you to follow us on Twitter @<u>LACoPublicWorks</u> for information on Public Works and instant updates on contracting opportunities and solicitations.

Individuals requiring reasonable accessibility accommodations may request written materials in alternate formats, physical accessibility accommodations, sign language interpreters, or other reasonable accommodations by contacting our departmental Americans with Disabilities Act coordinator at (626) 458-7337, from 7:30 a.m. to 5 p.m., Monday through Thursday (excluding holidays). Persons who are hearing impaired may make contact by first dialing the California Relay Service at 7-1-1. Requests should be made at least 1 week in advance to ensure availability. When making a reasonable accommodation request, please reference BRC-1.

Very truly yours,

MARK PESTRELLA Director of Public Works

DANIEL J. LAFFERTY Deputy Director

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Enc.

LOS ANGELES COUNTY

# **PUBLIC WORKS**

# **INVITATION FOR BIDS**

# FOR

# LANDSCAPE MAINTENANCE SERVICES -EAST AREA (BRC0000238)



Public Works

LOS ANGELES COUNTY

Approved <u>March 18</u>, 2021 MARK PESTRELLA Director of Public Works

By: \_

Deputy Director

# INVITATION FOR BIDS

#### FOR

# LANDSCAPE MAINTENANCE SERVICES - EAST AREA (BRC0000238)

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- LW-5.1 (Supplemental) Living Wage Program Labor/Payroll/Debarment History (Disclose full details of any such determinations, claims, and/or debarments.)
- LW-7.1 (Supplemental) Instructions for PW-2, Schedule of Prices and LW-8, Cost Methodology
- LW-8.1-8.4 (Supplemental) Bidder's Staffing Plan and Cost Methodology

#### SUBCONTRACTORS FORMS

NOTE: If subcontractors are to be used, the following forms must be completed and submitted for each subcontractor. The forms below may be accessed through <u>http://pw.lacounty.gov/brcd/servicecontracts</u> for the Request for Statement of Qualifications for Landscape and Grounds Maintenance Services (2014-SQPA001 - Formerly 2014-PA039)

- PW-3 County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form
- PW-4 Contractor's Industrial Safety Record
- PW-5 Conflict of Interest Certification
- PW-7 Proposer's Equal Employment Opportunity Certification
- PW-9 Request for County's Preference Program Consideration and CBE Firm/Organization Information Form
- PW-10 GAIN and GROW Employment Commitment
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- LW-2 Living Wage Ordinance Application for Exemption (If requesting exemption, submit at least 7 days before due date for Bids.)
- LW-4 Acknowledgment and Statement of Compliance for Living Wage Ordinance and Contractor Non-Responsibility Debarment
- LW-5 Living Wage Program Labor/Payroll/Debarment History (Disclose full details of any such determinations, claims, and/or debarments.)

#### LW-9 Wage and Hour Record Keeping for Living Wage Contracts

#### PART II

#### SAMPLE AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES - EAST AREA (BRC0000238)

#### **EXHIBITS**

- A.1 (Supplemental) Scope of Work
- A.2 Schedule of Prices [Successful Bidder's Forms PW-2.1 – 2.5, will be incorporated here]
- A.3 Staffing Plan and Cost Methodology [Successful Bidder's Forms LW-8.1 – 8.4, will be incorporated here]
- B-E Intentionally Omitted (Please refer to Request for Statement of Qualifications for Landscape and Grounds Maintenance Services (2014-SQPA001 - Formerly 2014-PA039)]
- F.1 (Supplemental) Performance Requirements Summary
- G.1 (Supplemental) Bid Submission Instructions
- H. Maps

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- PW-8.1 (Supplemental) List of Subcontractors
- PW-9.1 (Supplemental) Request for County's Preference Program Consideration and Community Business Enterprise Firm/Organization Information Form
- PW-10.1 (Supplemental) GAIN and GROW Employment Commitment
- PW-11.1 (Supplemental) Transmittal Form to Request a Solicitation Requirements Review
- PW-17.1 (Supplemental) Zero Tolerance Human Trafficking Policy Certification
- PW-18.1 (Supplemental) Statement of Equipment Form
- PW-19.1 (Supplemental) Bidder's Compliance with the Minimum Mandatory Requirements of the IFB
- PW-20.1 (Supplemental) Compliance with Fair Chance Employment Hiring Practices Certification
- PW-21.1 (Supplemental) Integrated Pest Management Program Compliance Certification

#### LIVING WAGE PROGRAM

- LW-2.1 (Supplemental) Living Wage Program Application for Exemption (If Requesting Exemption, Submit at Least Seven Days Before Due Date for Proposals.)
- LW-3.1 (Supplemental) Living Wage Rate Annual Adjustments
- LW-4.1 (Supplemental) Acknowledgment and Statement of Compliance for Living Wage Ordinance and Contractor Non-Responsibility Debarment
- LW-5.1 (Supplemental) Labor/Payroll/Debarment History (Disclose Full Details of Any Such Determinations, Claims, and/or Debarments.)
- LW-7.1 (Supplemental) Instructions for PW-2, Schedule of Prices and LW-8, Cost Methodology
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- LW-5 Living Wage Program Labor/Payroll/Debarment History (Disclose Full Details of Any Such Determinations, Claims, and/or Debarments.)
- LW-9 Wage and Hour Record Keeping for Living Wage Contracts

#### LANDSCAPE MAINTENANCE SERVICES - EAST AREA (BRC0000238)

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, profit, labor, supervision, overtime, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

#### NOTES:

#### Prices for Items B.1 through B.6 shall include all work as described in Exhibit A.1, Sections E.1 through E.9.

**Dump Fees:** Public Works will reimburse all dumping fees upon request and verification of the paid fees, no mark-up will be allowed. Public Works will not pay for labor and transportation of debris to the dumpsite.

**Fertilizer and Mulch:** If fertilizer or mulch is needed during the regular maintenance of the sites, it is the responsibility of the Contractor to provide them; however, if fertilizer or mulch is required during the On-Call work, Public Works will pay for them. Public Works will reimburse the Contractor for the price of fertilizer or mulch, upon request and verification of the paid fees, no mark-up will be allowed. Public Works will not pay for labor and transportation of fertilizer and mulch to the sites.

Chemical Weed Control: The Contractor shall not use chemical weed control at this time and be mindful of this when providing prices for all items below.

Replacement Parts: Public Works will reimburse for replacement parts for the irrigation system for Item E.10.b.

Scope of Work Item	TASK	Total Acres	Unit Price Per Acre Per Month	No. of Months	Annual Proposed Price (a x b x c)
B.1	Las Flores Debris Basin - Altadena Earth Day Site	0.24	\$	12	\$
B.2	San Gabriel River - La Primaria Earth Day Site	0.16	\$	12	\$
B.3	San Gabriel River - Twin Lakes Earth Day Site	0.2	\$	12	\$
B.4	San Gabriel River - Arrow Highway Gateway Enhancement	0.39	\$	12	\$
B.5	Eaton Wash - Eaton Wash Landscape Improvement	0.89	\$	12	\$
B.6	Doublegrove Relief Drain - Valinda Avenue Greening Project	t 1.95	\$	12	\$
		Annual Prop	osed Price for Ite	ms B.1 to B.6	\$
			(a)	(b)	1
Scope of Work Item	On-Call Service Items (Only to be performed with Publ prior approval)	ic Works' Units	Price Per Person Per Hour	Estimated No. of Units	Annual Proposed Price (a x b)
E.10.a	Manual operation of irrigation system	Hourly	\$	150	\$
E.10.b	Irrigation system repairs and replacement	Hourly	\$	300	\$
E.10.c	Remove and replant schrubs, groundcover, plants, etc.		\$	500	\$
E.10.d	After-hour emergency water shut-off	Each	\$	50	\$
E.10.e	Major tree-trimming; tree, stump and root removal	Hourly	\$	500	\$
E.10.f	Additional irrigation system monitoring	Hourly	\$	100	\$
E.10.g	Minor tree and root removal	Hourly	\$	500	\$
E.10.h	Replant trees	Hourly	\$	100	\$
E.10.i	Trash and debris removal	Hourly	\$	1000	\$
		Annual Proposed	Price for Items E	.10.a to E.10.i	\$
	Total Annu	al Proposed Price for Ite	ms B.1 to B.6 & E	.10.a to E.10.i	\$
EGAL NAME OF	BIDDER:	-		DATE:	
IGNATURE OF P UTHORIZED TO					
TLE OF AUTHO	RIZED PERSON:		E-MAIL:		
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#### LANDSCAPE MAINTENANCE SERVICES - EAST AREA (BRC0000238)

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#### NOTES:

#### Prices for Items B.1 through B.6 shall include all work as described in Exhibit A.1, Sections E.1 through E.9.

**Dump Fees:** Public Works will reimburse all dumping fees upon request and verification of the paid fees, no mark-up will be allowed. Public Works will not pay for labor and transportation of debris to the dumpsite.

**Fertilizer and Mulch:** If fertilizer or mulch is needed during the regular maintenance of the sites, it is the responsibility of the Contractor to provide them; however, if fertilizer or mulch is required during the On-Call work, Public Works will pay for them. Public Works will reimburse the Contractor for the price of fertilizer or mulch, upon request and verification of the paid fees, no mark-up will be allowed. Public Works will not pay for labor and transportation of fertilizer and mulch to the sites.

Chemical Weed Control: The Contractor shall not use chemical weed control at this time and be mindful of this when providing prices for all items below.

Replacement Parts: Public Works will reimburse for replacement parts for the irrigation system for Item E.10.b.

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B.2	San Gabriel River - La Primaria Earth Day Site	0.16	\$	12	\$
B.3	San Gabriel River - Twin Lakes Earth Day Site	0.2	\$	12	\$
B.4	San Gabriel River - Arrow Highway Gateway Enhancement	0.39	\$	12	\$
B.5	Eaton Wash - Eaton Wash Landscape Improvement	0.89	\$	12	\$
B.6	Doublegrove Relief Drain - Valinda Avenue Greening Project	t 1.95	\$	12	\$
		Annual Prop	osed Price for Ite	ms B.1 to B.6	\$
			(a)	(b)	1
Scope of Work Item	On-Call Service Items (Only to be performed with Publ prior approval)	ic Works' Units	Price Per Person Per Hour	Estimated No. of Units	Annual Proposed Price (a x b)
E.10.a	Manual operation of irrigation system	Hourly	\$	150	\$
E.10.b	Irrigation system repairs and replacement	Hourly	\$	300	\$
E.10.c	Remove and replant schrubs, groundcover, plants, etc.		\$	500	\$
E.10.d	After-hour emergency water shut-off	Each	\$	50	\$
E.10.e	Major tree-trimming; tree, stump and root removal	Hourly	\$	500	\$
E.10.f	Additional irrigation system monitoring	Hourly	\$	100	\$
E.10.g	Minor tree and root removal	Hourly	\$	500	\$
E.10.h	Replant trees	Hourly	\$	100	\$
E.10.i	Trash and debris removal	Hourly	\$	1000	\$
		Annual Proposed	Price for Items E	.10.a to E.10.i	\$
	Total Annu	al Proposed Price for Ite	ms B.1 to B.6 & E	.10.a to E.10.i	\$
EGAL NAME OF	BIDDER:	-		DATE:	
IGNATURE OF P UTHORIZED TO					
TLE OF AUTHO	RIZED PERSON:		E-MAIL:		
	Unice:	NTRACTOR'S STATE LI		LICENSE TYP	PE:
Phone:	I I I I I I I I I I I I I I I I I I I	NUMBER:			

#### LANDSCAPE MAINTENANCE SERVICES - EAST AREA (BRC0000238)

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, profit, labor, supervision, overtime, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

#### NOTES:

#### Prices for Items B.1 through B.6 shall include all work as described in Exhibit A.1, Sections E.1 through E.9.

**Dump Fees:** Public Works will reimburse all dumping fees upon request and verification of the paid fees, no mark-up will be allowed. Public Works will not pay for labor and transportation of debris to the dumpsite.

**Fertilizer and Mulch:** If fertilizer or mulch is needed during the regular maintenance of the sites, it is the responsibility of the Contractor to provide them; however, if fertilizer or mulch is required during the On-Call work, Public Works will pay for them. Public Works will reimburse the Contractor for the price of fertilizer or mulch, upon request and verification of the paid fees, no mark-up will be allowed. Public Works will not pay for labor and transportation of fertilizer and mulch to the sites.

Chemical Weed Control: The Contractor shall not use chemical weed control at this time and be mindful of this when providing prices for all items below.

Replacement Parts: Public Works will reimburse for replacement parts for the irrigation system for Item E.10.b.

Scope of Work Item	TASK	Total Acres	Unit Price Per Acre Per Month	No. of Months	Annual Proposed Price <i>(a x b x c)</i>
B.1	Las Flores Debris Basin - Altadena Earth Day Site	0.24	\$	12	\$
B.2	San Gabriel River - La Primaria Earth Day Site	0.16	\$	12	\$
B.3	San Gabriel River - Twin Lakes Earth Day Site	0.2	\$	12	\$
B.4	San Gabriel River - Arrow Highway Gateway Enhancement	0.39	\$	12	\$
B.5	Eaton Wash - Eaton Wash Landscape Improvement	0.89	\$	12	\$
B.6	Doublegrove Relief Drain - Valinda Avenue Greening Project	t 1.95	\$	12	\$
	•	Annual Prop	osed Price for Ite	ms B.1 to B.6	\$
		-	(a)	(b)	
Scope of Work Item	On-Call Service Items (Only to be performed with Publ prior approval)	ic Works' Units	Price Per Person Per Hour	Estimated No. of Units	Annual Proposed Price (a x b)
E.10.a	Manual operation of irrigation system	Hourly	\$	150	\$
E.10.b	Irrigation system repairs and replacement	Hourly	\$	300	\$
E.10.c	Remove and replant schrubs, groundcover, plants, etc.	Hourly	\$	500	\$
E.10.d	After-hour emergency water shut-off	Each	\$	50	\$
E.10.e	Major tree-trimming; tree, stump and root removal	Hourly	\$	500	\$
E.10.f	Additional irrigation system monitoring	Hourly	\$	100	\$
E.10.g	Minor tree and root removal	Hourly	\$	500	\$
E.10.h	Replant trees	Hourly	\$	100	\$
E.10.i	Trash and debris removal	Hourly	\$	1000	\$
	·	Annual Proposed	Price for Items E	.10.a to E.10.i	\$
	Total Annua	al Proposed Price for Ite	ms B.1 to B.6 & E	.10.a to E.10.i	\$
EGAL NAME OF	BIDDER:	•		DATE:	
IGNATURE OF P UTHORIZED TO					
	RIZED PERSON:				
		NTRACTOR'S STATE LI	E-MAIL:	LICENSE TYP	DE.
Phone:	NU	MBER:	JLINGE	LIGENSE I II	L.
Phone:	Mobile:				

#### LANDSCAPE MAINTENANCE SERVICES - EAST AREA (BRC0000238)

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, profit, labor, supervision, overtime, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

NOTES:

#### Prices for Items B.1 through B.6 shall include all work as described in Exhibit A.1, Sections E.1 through E.9.

Dump Fees: Public Works will reimburse all dumping fees upon request and verification of the paid fees, no mark-up will be allowed. Public Works will not pay for labor and transportation of debris to the dumpsite.

Fertilizer and Mulch: If fertilizer or mulch is needed during the regular maintenance of the sites, it is the responsibility of the Contractor to provide them; however, if fertilizer or mulch is required during the On-Call work, Public Works will pay for them. Public Works will reimburse the Contractor for the price of fertilizer or mulch, upon request and verification of the paid fees, no mark-up will be allowed. Public Works will not pay for labor and transportation of fertilizer and mulch to the sites.

(a)

(h)

(c)

Chemical Weed Control: The Contractor shall not use chemical weed control at this time and be mindful of this when providing prices for all items below.

Replacement Parts: Public Works will reimburse for replacement parts for the irrigation system for Item E.10.b.

Scope of Work Item	TASK	Total Acres	Unit Price Per Acre Per Month	No. of Months	Annual Proposed Price <i>(a x b x c)</i>
B.1	Las Flores Debris Basin - Altadena Earth Day Site	0.24	\$	12	\$
B.2	San Gabriel River - La Primaria Earth Day Site	0.16	\$	12	\$
B.3	San Gabriel River - Twin Lakes Earth Day Site	0.2	\$	12	\$
B.4	San Gabriel River - Arrow Highway Gateway Enhancement	0.39	\$	12	\$
B.5	Eaton Wash - Eaton Wash Landscape Improvement	0.89	\$	12	\$
B.6	Doublegrove Relief Drain - Valinda Avenue Greening Project	ct 1.95	\$	12	\$
		Annual Prop	osed Price for Ite	ms B.1 to B.6	\$
			(a)	(b)	
Scope of Work Item	On-Call Service Items (Only to be performed with Pub prior approval)	lic Works' Units	Price Per Person Per Hour	Estimated No. of Units	Annual Proposed Price <i>(a x b)</i>
E.10.a	Manual operation of irrigation system	Hourly	\$	150	\$
E.10.b	Irrigation system repairs and replacement		\$	300	\$
E.10.c	Remove and replant schrubs, groundcover, plants, etc.	Hourly	\$	500	\$
E.10.d	After-hour emergency water shut-off	Each	\$	50	\$
E.10.e	Major tree-trimming; tree, stump and root removal	Hourly	\$	500	\$
E.10.f	Additional irrigation system monitoring	Hourly	\$	100	\$
E.10.g	Minor tree and root removal	Hourly	\$	500	\$
E.10.h	Replant trees	Hourly	\$	100	\$
E.10.i	Trash and debris removal	Hourly	\$	1000	\$
		Annual Proposed	Price for Items E	.10.a to E.10.i	\$
	Total Annu	al Proposed Price for Ite	ms B.1 to B.6 & E	.10.a to E.10.i	\$
EGAL NAME OF	BIDDER:			DATE:	•
IGNATURE OF P UTHORIZED TO					
ITLE OF AUTHO	RIZED PERSON:		E-MAIL:		
	UIICE.	ONTRACTOR'S STATE LIC	CENSE	LICENSE TYP	PE:
Phone:					

#### LANDSCAPE MAINTENANCE SERVICES - EAST AREA (BRC0000238)

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, profit, labor, supervision, overtime, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

NOTE: The total Annual Price for each Term (Initial Term through Option Year 3) must include the Annual Proposed Price of the On-Call Service Items.

	TEF	TOTAL ANNUAL PRICE FOR EACH TERM				
1	LANDSCAPE MAINTENANCE SERVICES – EAST AR	EA – INITIAL TERM		\$		
2	LANDSCAPE MAINTENANCE SERVICES – EAST AR	\$				
3	LANDSCAPE MAINTENANCE SERVICES – EAST AR	EA – OPTION YEAR 2		\$		
4	LANDSCAPE MAINTENANCE SERVICES – EAST AR	EA – OPTION YEAR 3		\$		
	-	TOTAL PRICE FO	R YEARS 1 THROUGH 4	\$		
	AVERAGE TOTAL PRICE FOR YEARS 1 THROUGH 4 (TOTAL PRICE FOR YEARS 1 THROUGH 4 ÷ 4 YEARS)					
LEGAL NAM	E OF BIDDER:		DATE:			
SIGNATURE AUTHORIZE	OF PERSON D TO SUBMIT BID					
TITLE OF AU	THORIZED PERSON:		E-MAIL:			
Phone:	Office:	CONTRACTOR'S STATE LIC NUMBER:	CENSE LICENS	SE TYPE:		
Flione.	Mobile:	1				
BIDDER'S AI	DDRESS:					

LIST OF SUBCONTRACTORS									
Proposer is required to complete the following. Any Subcontractors listed must be properly licensed under the laws of the State of California for the type of service that they are to perform, AND THEIR LICENSE NUMBERS MUST BE LISTED HEREIN. Failure to do so may result in delay of the award of contract. Do not list alternate subcontractors for the same service.									
Proposer in providing required services.	Proposer in providing the requested services will not utilize Subcontractors. Proposer will perform all required services.								
Name Under Which Subcontractor Is Licensed	License Number	Address	Specific Description of Subcontract Service						

# FORM PW-8.1 (SUPPLEMENTAL)

Certification as Minority, Women, Disadvantaged, and Disabled Veteran Business Enterprises: If any of your Subcontractors are currently certified as Minority, Women, Disadvantaged, and Disabled Veteran Business Enterprises by a public agency, complete the following and <u>attach a copy of the proof of certification</u>. All Subcontractors listed in the bid/proposal shall be listed below (make copy of this form, if necessary).

	Subcontractor Name	Local SBE	SBE	Minority	Women- Owned	Disadvantaged Business	Disabled Veteran
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

#### Declaration: I declare under penalty of perjury under the laws of the State of California that the above information is true and accurate.

Print Name:	Authorized Signature	Title	Date

## (SUPPLEMENTAL) FORM PW-8.1

## COMMUNITY BUSINESS ENTERPRISES PARTICIPATION FORM

Contractors are required to indicate their good faith effort in CBE participation by indicating on involvement this form their proposed on this project. CBEs are Minority/Women/Disadvantaged/Disabled Veteran owned Business Enterprises (MBE/WBE/DBE/DVBE). This form shall be provided to the COUNTY at the time of Proposal submittal.

#### LIST OF CBE PARTICIPATION

The following is a list of certified CBE Subcontractors that the Proposer elects to list as a Subcontractor to perform a portion or portions of this Work, and known suppliers from whom Proposer proposes to procure materials and/or equipment for the Work.

NAME/ADDRESS	TYPE OF WORK <u>OR PRODUCT</u>	INDICATE MBE/ WBE/DBE OR <u>DVBE</u>	PERCENTAGE OF BASE PRICE <u>PROPOSAL</u>

#### County of Los Angeles Request for County's Preference Program Consideration and Community Business Enterprises Firm/Organization Information Form

I. <u>INSTRUCTIONS</u>: Businesses requesting preference consideration must complete and return this form for proper consideration of the proposal. Businesses may request consideration for one or more preference programs. Check all certifications that apply.\*

# I MEET ALL OF THE REQUIREMENTS AND REQUEST THIS PROPOSAL BE CONSIDERED FOR THE PREFERENCE PROGRAM(S) SELECTED BELOW. A COPY OF THE CERTIFICATION LETTER ISSUED BY THE DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS (DCBA) IS ATTACHED.

#### □ Request for Local Small Business Enterprise (LSBE) Program Preference

- □ Certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one (1) year; **or**
- □ Certified as a LSBE with other certifying agencies under DCBA's inclusion policy that has its principal place of business located in Los Angeles County and has revenues and employee sizes that meet the State's Department of General Services requirements; **and**
- $\Box$  Certified as a LSBE by the DCBA.

#### Request for Social Enterprise (SE) Program Preference

- □ A business that has been in operation for at least one year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental, and/or human justice services; **and**
- □ Certified as a SE business by the DCBA.

#### □ Request for Disabled Veterans Business Enterprise (DVBE) Program Preference

- □ Certified by the State of California, or
- $\hfill\square$  Certified by U.S. Department of Veterans Affairs as a DVBE; or
- □ Certified as a DVBE with other certifying agencies under DCBA's inclusion policy that meets the criteria set forth by: the State of California as a DVBE or is verified as a service-disabled veteran-owned small business by the Veterans Administration: and
- $\Box$  Certified as a DVBE by the DCBA.

\*BUSINESS UNDERSTANDS THAT ONLY ONE OF THE ABOVE PREFERENCES WILL APPLY. IN NO INSTANCE SHALL ANY OF THE ABOVE LISTED PREFERENCE PROGRAMS PRICE OR SCORING PREFERENCE BE COMBINED WITH ANY OTHER COUNTY PROGRAM TO EXCEED FIFTEEN PERCENT (15%) IN RESPONSE TO ANY COUNTY SOLICITATION.

#### DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

#### □ DCBA certification is attached.

Name of Firm:		County WebVen No.:		
Print Name:		Title:		
Signature:		Date:		
Reviewer's Signature	Approved	Disapproved	Date	

#### FORM PW-9.1 (SUPPLEMENTAL)

# All Proposers responding to the Request for Proposals must complete and return this form for proper consideration of the Proposal.

Firm Name:

My County (WebVen) Vendor Number:

II. <u>FIRM/ORGANIZATION INFORMATION</u>: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation, or disability.

Business Structure: Sole Proprietorsh	nip 🗖 Partne	ership	Corporation	Nonprofit	Franchise		
Other (Please Specify):							
Total Number of Employees (including owners):							
Race/Ethnic Composition of Firm. Please di	Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/F Associate		Managers		Staff		
	Male	Female	Male	Female	Male	Female	
Black/African American							
Hispanic/Latino							
Asian or Pacific Islander							
American Indian							
Filipino							
White							

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

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

IV. <u>CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES</u>: If your firm is currently certified as a minority, women, disadvantaged, or disabled veteran owned business enterprise by a public agency, complete the following <u>and attach a copy of your proof of certification</u>. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	<b>Disabled Veteran</b>	Expiration Date

V. Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

# <u>DECLARATION</u>: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature:	Title:	Date:

# GAIN and GROW EMPLOYMENT COMMITMENT

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall e-mail: <u>GAINGROW@dpss.lacounty.gov</u> and <u>BSERVICES@wdacs.lacounty.gov</u>.

## Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

\_\_\_\_\_YES (subject to verification by County)\_\_\_\_\_NO

B. Proposer is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

\_\_\_\_\_ YES \_\_\_\_\_ NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

\_\_\_\_\_YES \_\_\_\_\_NO \_\_\_\_\_N/A (Program not available)

Signature	Title
Firm Name	Date

# TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW

Proposers requesting a Solicitation Requirements Review must submit this form to the County within ten business days of issuance of the solicitation document

Proposer Name:	Date of Request:
Solicitation Title:	Solicitation No.:

A **Solicitation Requirements Review** is being requested because the Proposer asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)* 

- Application of **Minimum Requirements**
- Application of Evaluation Criteria
- Application of **Business Requirements**
- Due to unclear instructions, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **ten business days** of issuance of the solicitation document.

For each area contested, Proposer must explain in detail the factual reasons for the requested review. *(Attach supporting documentation)* 

Request submitted by:

(Name)

(Title)

For County use only

Date Transmittal Received by County: [	Date	Transmittal	Received by	v Countv:		D
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ate Solicitation Released:\_

Reviewed by:

#### ZERO TOLERANCE HUMAN TRAFFICKING POLICY CERTIFICATION

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	E-Mail Address:	
Solicitation/Contract for		Services

## PROPOSER CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance human trafficking policy that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Proposer acknowledges and certifies compliance with Exhibit B, Section 1.OO, Compliance with County's Zero Tolerance Human Trafficking Policy, of the proposed Contract and agrees that proposer or a member of his staff performing work under the proposed Contract will be in compliance. Proposer further acknowledges that noncompliance with the County's Zero Tolerance Human Trafficking Policy may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title
Signature:	Date:

#### STATEMENT OF EQUIPMENT FORM FOR LANDSCAPE MAINTENANCE SERVICES – EAST AREA (BRC0000238)

# BIDDER'S NAME:

ADDRESS:

#### TELEPHONE:

#### STATE BELOW THE INFORMATION FOR ALL EQUIPMENT THAT WILL BE DEDICATED AND/OR DESIGNATED PRIMARY BACKUP TO THIS SERVICE

Please list one (1) item per line; DO NOT submit an equipment list in your own format. This form may be reproduced in order to list all equipment.

TYPE OF EQUIPMENT	MAKE OF	MODEL	YEAR	SERIAL NUMBER	CONDITION OF	OPERATIONAL/	LOCATION	DESIGN Chec	IATION « one
	EQUIPMENT	MODEL	TEAR	SERIAL NUMBER	EQUIPMENT	NON OPERATIONAL	LOCATION	DEDICATED	PRIMARY BACKUP

# LANDSCAPE MAINTENANCE SERVICES - EAST AREA (BRC0000238)

#### BIDDER MUST CHECK A BOX IN EVERY SECTION

*Important Note:* The information on this form is subject to verification. Bidder may submit additional documentation in their Bid to supplement this Form PW-19.1.

At the time of Bid submission, Bidder must meet the following minimum requirements:

(Please note: Subcontractors are not allowed for these services except for the use of services of an Arborist and/or Horticulturist; Pest Control Advisor; and/or Qualified Applicator.)

1. Bidder must be included in the Qualified Contractor List resulting from the RFSQ for Landscape and Grounds Maintenance Services (2014 SQPA001 - Formerly 2014 PA039).

Yes. Bidder **does** meet the minimum mandatory requirement stated above.

- No. Bidder **does not** meet the minimum mandatory requirement stated above. <u>By</u> <u>checking this box, your Bid submission will be immediately disqualified as</u> <u>nonresponsive.</u>
- 2. Bidder must have a minimum of 3 years of experience providing landscape maintenance services. **Subcontracting is not allowed to meet this requirement.**

Bidder's Name	Dates of Experience (Mo/Yrs. to Mo/Yrs.)	Description of Services/Experience Please provide a detailed narrative of Bidder's experience in your Invitation for Bids to validate this minimum mandatory requirement. The Bid may be disqualified, if incomplete or unresponsive statements are made.	Page No.*
	/		
	/		

\*List the page number in the Bid containing the Bidder's experience providing landscape maintenance services. (Please attach additional pages, if needed.)

Yes. Bidder does meet the experience requirement stated above.

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# LANDSCAPE MAINTENANCE SERVICES - EAST AREA (BRC0000238)

3. Bidder must submit a copy of valid and active State Contractor's Class C-27, Landscaping Contractor License. **Subcontracting is not allowed to meet this requirement.** 

Yes. Bidder has submitted a copy of valid and active State Contractor's Class C-27, Landscaping Contractor License. Please complete the chart below.

Type of License	License No.	Name of License Holder	Valid/Active Dates	Page No.*

\*List the page number in the Bid containing the copy of Bidder's valid and active State Contractor's Class C-27, Landscaping Contractor License. (Please attach additional pages, if needed.)

#### No. Bidder <u>does not</u> have the license as stated above. <u>By checking this box, your</u> Bid Submission will be immediately disqualified as nonresponsive

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- Bid Submission will be immediately disqualified as nonresponsive.
- 4. Bidder and/or Subcontractor(s), if any, must submit a copy of valid and active arborist and/or horticulturist certification.

Yes. Bidder and/or its Subcontractor(s), if any, submitted a copy of valid and active arborist and/or horticulturist certification. Please complete the chart below.

Type of Certification	Certification No.	Name of Certification Holder	Valid/Active Dates	Subcontractor	Page No.*
				□ Yes □ No	
				□ Yes □ No	

\*List the page number in the Bid containing the copy of Bidder's and/or Subcontractor(s), if any valid and active arborist and/or horticulturist certification. (Please attach additional pages, if needed.)

No. Bidder does not meet the experience requirement stated above. <u>By checking this</u> box, your Bid Submission will be immediately disqualified as nonresponsive.

## LANDSCAPE MAINTENANCE SERVICES - EAST AREA (BRC0000238)

- No. Bidder and/or Subcontractor(s), if any, <u>do not</u> have the certification as stated above. <u>By checking this box, your Bid Submission will be immediately disqualified as</u> <u>nonresponsive.</u>
- 5. Bidder and/or Subcontractor(s), if any, must submit a copy of valid and active State of California Department of Pesticide Regulation Pest Control Business license.
  - Yes. Bidder and/or its Subcontractor(s), if any, submitted a copy of valid and active State of California Department of Pesticide Regulation Pest Control Business license. Please complete the chart below.

Type of License	License No.	Name of License Holder	Valid/Active Dates	Subcontractor	Page No.*
				□ Yes □ No	
				□ Yes □ No	

\*List the page number in the Bid containing the copy of Bidder's and/or Subcontractor(s), if any, valid and active State of California Department of Pesticide Regulation Pest Control Business license. (Please attach additional pages, if needed.)

# THIS SECTION IS INTENTIONALLY LEFT BLANK

No. Bidder and/or Subcontractor(s), if any, <u>do not</u> have the license as stated above. <u>By</u> <u>checking this box, your Bid Submission will be immediately disqualified as</u> <u>nonresponsive.</u>

## LANDSCAPE MAINTENANCE SERVICES - EAST AREA (BRC0000238)

6. Bidder and/or Subcontractor(s), if any, must submit a copy of valid and active State of California Qualified Applicator license.

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Yes. Bidder and/or its Subcontractor(s), if any, submitted a copy of valid and active State of California Qualified Applicator license. Please complete the chart below.

Type of License	License No.	Name of License Holder	Valid/Active Dates	Subcontractor	Page No.*
				□ Yes □ No	
				□ Yes □ No	

\*List the page number in the Bid containing the copy of Bidder's and/or Subcontractor(s), if any, valid and active State of California Qualified Applicator license. (Please attach additional pages, if needed.)

- No. Bidder and/or Subcontractor(s), if any, <u>do not</u> have the license as stated above. <u>By checking this box, your Bid Submission will be immediately disqualified as</u> <u>nonresponsive.</u>
- 7. Bidder and/or Subcontractor(s), if any, must submit a copy of a valid and active Waste Collector Permit issued by the County Department of Public Health (DPH). Bidders and/or Subcontractor(s) who do not possess the permits at the Bid deadline date may submit other forms of verification including, but not limited to, a copy of Department of Public Health's invoice to Bidder and/or Subcontractor(s) for permit fees along with a copy of proof of payment such as a cashier check, money order, or cancelled check (transpired beyond 5 days).
  - Yes. Bidder and/or Subcontractor(s), if any, have submitted a copy of a valid and active Waste Collector Permit issued by the County (DPH). Please complete the chart below.

Permit No.	Name of the Permit Holder	Valid/Active Dates	Subcontractor	Page No.*
			□ Yes □ No	
			□ Yes □ No	

\*List the page number in the Bid containing the copy of Bidder's and/or Subcontractor(s), if any, valid and active Waste Collector Permit issued by DPH. (Please attach additional pages, if needed.)

#### LANDSCAPE MAINTENANCE SERVICES - EAST AREA (BRC0000238)

Bidder and/or Subcontractor(s), if any, do not currently have valid and active Waste Collector Permit; however, Bidder and/or Subcontractor(s) have submitted a copy of the DPH's receipt and invoice to Bidder and/or Subcontractor, if any, for permit fees.

DPH Invoice No.:\_\_\_\_\_ Invoice Date:\_\_\_\_\_

DPH Invoice No.:\_\_\_\_\_ Invoice Date:\_\_\_\_\_

- □ No. Bidder and/or Subcontractor(s), if any, <u>do not</u> have the permit as stated above. <u>By checking this box, your Bid Submission will be immediately disqualified as</u> <u>nonresponsive.</u>
- 8. Bidder and its Subcontractor(s), if any, performing prevailing wage work, must submit proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5. **Pending registrations will not be accepted.** 
  - Yes. Bidder and its Subcontractor(s), if any, have submitted proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5. Please complete the chart below.

Name of Registration Holder	Registration No.	Registration Dates	Expiration Dates	Subcontractor	Page No.*
				□ Yes □ No	
				□ Yes □ No	

\*List the page number in the Bid containing the copy of Bidder's and Subcontractor(s), if any, State of California Department of Industrial Relations Public Works Contractor Registration. (Please attach additional pages, if needed.)

No. Bidder and its Subcontractor(s), if any, have <u>NOT</u> submitted proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration.

# LANDSCAPE MAINTENANCE SERVICES - EAST AREA (BRC0000238)

Bidder declares under penalty of perjury that the information stated above is true and accurate. Bidder further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected at the sole discretion of the County.

Signature	Title
Firm Name	Date

P:\aepub\Service Contracts\CONTRACT\Ani\Landscape\Lanscape East\2020\Rebid\01 IFB\04.4 FORM PW-19.1 MRs.docx

## COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES CERTIFICATION

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	E-Mail Address:	
Solicitation/Contract for		Services

## PROPOSER/CONTRACTOR CERTIFICATION

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.

Proposer/Contractor acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952, as indicated in Section 8.56 (Compliance with Fair Chance Employment Practices) of the Contract, and agrees that proposer/contractor and staff performing work under the Contract will be in compliance. Proposer/Contractor further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any proposal, or termination of any resultant Contract, at the sole judgment of the County.

# I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title
Signature:	Date:

## INTEGRATED PEST MANAGEMENT PROGRAM COMPLIANCE CERTIFICATION

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	er: E-Mail Address:	
Solicitation/Contract for		

## PROPOSER CERTIFICATION

Los Angeles County is a permittee to a National Pollutant Discharge Elimination System Permit (NPDES Permit) issued by the Los Angeles Regional Water Quality Control Board to reduce or eliminate pollutants moved into surface water through storm water management systems and facilities. One of the conditions of the NPDES Permit is the Integrated Pest Management Program (IPM Program), which was developed to reduce the impact of pesticides and fertilizers to surface water. Among other things, the IPM Program imposes requirements to County Purchasing and Contracting, which are outlined in Exhibit A.1, Scope of Work, Integrated Pest Management Program Compliance of the proposed Contract. The entire Countywide IPM Program is available at www.lacountyipm.org

Proposer acknowledges and certifies compliance with Exhibit A.1, Scope of Work, Integrated Pest Management Program Compliance of the proposed Contract and agrees that proposer or a member of its staff performing work under the proposed Contract will be in compliance. Proposer further acknowledges that noncompliance with the County's IPM Program may result in rejection of any Proposal/Bid, or cancellation of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct, and that I am authorized to represent this company.

Print Name:	Title:
Signature:	Date:

### COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

#### **APPLICATION FOR EXEMPTION**

The Contract to be awarded pursuant to the County's solicitation is subject to the County of Los Angeles Living Wage Program (LW Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors must apply individually for consideration for an exemption from the LW Program. To apply, Contractors must complete and submit this form with supporting documentation to the County after the Mandatory Proposers Conference by the due date set forth in the solicitation document. Upon review of the submitted Application for Exemption, the County department will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the LW Program.

Company Name:						
Company Address:						
City:		Zip Code:				
Telephone Number:	Facsimile Number: E-Mail A			vddress:		
Awarding Department:			Contract Term:			
Type of Service:						
Contract Dollar Amount:			Contract Number (if any):			
My business has received an aggregate sum of less than \$25,000 during the preceding 12 months under one or more Proposition A contracts and/or cafeteria services contracts, including the proposed contract amount.						

I am requesting an exemption from the LW Program for the following reason(s) (*attach all documentation that supports your claim to this form*). Please check all that apply:

My business is subject to a bona fide Collective Bargaining Agreement (attach agreement); AND

 $\square$ 

 $\square$ 

the Collective Bargaining Agreement expressly provides that it supersedes all of the provisions of the Living Wage Program; **OR** 

the Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program (I will comply with all provisions of the Living Wage Program not expressly superseded by my business' Collective Bargaining Agreement):

# I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

# Living Wage Rate Annual Adjustments

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

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

Effective January 1, 2020, the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

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

#### **COUNTY OF LOS ANGELES**

## ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE FOR LIVING WAGE ORDINANCE AND CONTRACTOR NONRESPONSIBILITY DEBARMENT

The undersigned individual is the owner or authorized agent (Agent) of the business entity or organization (Firm) identified below and makes the following statements on behalf of his or her Firm.

#### The Agent is required to check each of the following two boxes:

#### LIVING WAGE ORDINANCE:



The Agent has read the County's Living Wage Ordinance (Los Angeles County Code, Sections 2.201.010 through 2.201.100), and understands that the Firm is subject to its terms.

#### CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

The Agent has read the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Sections 2.202.010 through 2.202.060) and understands that the Firm is subject to its terms.

#### LABOR LAW/PAYROLL VIOLATIONS:

A "Labor Law/Payroll Violation" includes violations of any Federal, State, or local statute, regulation, or ordinance pertaining to wages, hours, or working conditions, such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

#### History of Alleged Labor Law/Payroll Violations (Check One):

The Firm **HAS NOT** been named in a complaint, claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation, which involves an incident occurring within three (3) years of the date of the proposal; **OR** 

The Firm **HAS** been named in a complaint, claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of this proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

#### History of Determinations of Labor Law /Payroll Violations (Check One):

There **HAS BEEN NO** determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; **OR** 

There **HAS BEEN** a determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation. I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (*The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.*)

#### HISTORY OF DEBARMENT (Check one):

The Firm HAS NOT been debarred by any public entity during the past ten (10) years; OR

The Firm **HAS** been debarred by a public entity within the past ten (10) years. Provide the pertinent information (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding) on the attached Labor/Payroll/Debarment History form.

#### I declare under penalty of perjury under the laws of the State of California that the above is true, complete, and correct.

Owner's/Agent's Authorized Signature	Print Name and Title
Print Name of Firm	Date

# FORM LW-5.1 (SUPPLEMENTAL)

## COUNTY OF LOS ANGELES LIVING WAGE PROGRAM LABOR/PAYROLL/DEBARMENT HISTORY

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.

A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.

A debarment by a public entity listed below within the past ten years.

 $\square$ 

Print Name of Firm:	Print Name of Owner:
Print Address of Firm:	Owner's/AGENT's Authorized Signature:
City, State, Zip Code	Print Name and Title:

Public Entity Name	
Public Entity	Street Address:
Address:	City, State, Zip:
Case Number/Date	Case Number:
Claim Opened:	Date Claim Opened:
	Name:
Name and Address	Street Address:
of Claimant:	City, State, Zip:
Description of Work: (	e.g., Janitorial)
Description of Allegation and/or	
Violation:	
Disposition of Finding: (attach	
disposition letter) (e.g., Liquidated	
Damages, Penalties, Debarment, etc.)	

Additional Pages are attached for a total of \_\_\_\_\_ pages.

P:\ASPUB\CONTRACT\CONTRACTING FORMS\RFP\TOF-PROPA-10-2-06.DOCDOC PW Rev. 12/2002

# Instructions for PW-2, Schedule of Prices and LW-8, Cost Methodology

The Contract's terms and the anniversary of the Living Wage rate increases are not the same dates. For example, the Contract may start from October 1, 2020, and will end September 30, 2021, which covers two different rates of Living Wage.

This means in the same Contract term, for example, the first option term, contractor must adhere to two different rates of Living Wage. Each Contract term has its own Form PW-2 and Form LW-8.

#### Important: CONTRACTOR IS RESPONSIBLIE TO PAY THE REQUIRED MINIMUM LIVING WAGE RATE FOR EACH YEAR REGARDLESS IF THE RATES LISTED ON FORM LW-8s ARE LOWER.

HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE <u>HIGHER</u> OF THE TWO LIVING WAGE RATE IF CONTRACT TERMS SPANS THROUGH MULTIPLE LIVING WAGE RATE YEARS <u>OR</u> YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S RATE.

Effective Date	Hourly Rate
January 1, 2019	\$15.79
January 1, 2020	\$16.31
January 1, 2021	\$16.62
January 1, 2022	16.62 + CPI
January 1, 2023	Previous Year + CPI
January 1, 2024	Previous Year + CPI

For example, contractor's term cover from October 1, 2021, to December 31, 2021, the Living Wage rate is \$16.62 and from January 1, 2022, to August 31, 2022, the Living Wage rate is \$16.62+CPI; therefore, the Contractor's LW-8 for this period must be \$16.62+CPI or higher or Contractor's LW-8 clearly shows the two rates during those periods.

Each Contract term proposed prices indicated in Form PW-2, Schedule of Prices, must be equal to each Form LW-8.

BIDDER:

POSITION/TITLE *			APPROXIMATE	HOURLY	
(LIST EACH EMPLOYEE SEPARATELY)		PER WEEK	HOURS	WAGE RATE**	COST
			(52 x Hrs per wk)		
1. Laborer					\$
2. Laborer					\$
3. Laborer					\$
4. Laborer					\$
5. Laborer					\$
6. Laborer					\$
					\$
					\$
					\$
					\$
					\$
					\$
					\$
					\$
					\$
Comments/Notes:				Total Salaries	\$
**Important: HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER	(1) Vacations, Sick Leav	ve, Holiday			\$
OF THE TWO LIVING WAGE RATES IF CONTRACT TERMS SPANS THROUGH	(2) Health Insurance				\$
MULTIPLE LIVING WAGE RATE YEARS, OR YOU MUST CLEARLY SHOW THE	(3) Payroll Taxes & Wor	rkers' Compensa	tion		\$
TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S	(4) Welfare and Pension	1			\$
RATE.			\$		
	(5) Equipment Costs		\$		
Mandatory Minimum Number of Crew: The Contractor shall	(6) Service and Supply (	Costs			\$
	(7) General and Adminis	strative Costs	\$		
assign a minimum of 6 laborers to maintain the services at			\$		
the locations indicated in Exhibit A.1, not including supervisors.			\$		
				, ,	
				TOTAL PRICE	\$

\* All employees shown must be FULL-TIME employees of the Bidder, unless exemption to use part-time employees has been granted by the County.

\*\* Living Wage Rate shall be at the wage rate as set forth in Form LW-1, Los Angeles County Code Chapter 2.201 - Living Wage Program. Hourly rates that are not in complaince may subject your bid to rejection. Note: This cost methodology is to show, in detail, how the Bidder arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; and estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Bidder's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, shall prevail.

The above information was complied from records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the requirements of the Bid.

BIDDER:

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)		HOURS PER WEEK	APPROXIMATE HOURS (52 x Hrs per wk)	HOURLY WAGE RATE**	COST
1. Laborer					\$
2. Laborer					\$
3. Laborer					\$
4. Laborer					\$
5. Laborer					\$
6. Laborer					\$
					\$
					\$
					\$
					\$
					\$
					\$
					\$
					\$
					\$
Comments/Notes:				Total Salaries	\$
**Important: HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER	(1) Vacations, Sick Leav	ve, Holiday			\$
OF THE TWO LIVING WAGE RATES IF CONTRACT TERMS SPANS THROUGH	$(\mathbf{z})$ i icalui i iisui anco	-			\$
MULTIPLE LIVING WAGE RATE YEARS, <u>OR</u> YOU MUST CLEARLY SHOW THE	(3) Payroll Taxes & Wor	kers' Compensat	\$		
TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S RATE.	(4) Welfare and Pension	1	\$		
			\$		
	(5) Equipment Costs				\$
	(6) Service and Supply Costs				\$
Mandatory Minimum Number of Crew: The Contractor shall	(7) General and Administrative Costs				\$
assign a minimum of 6 laborers to maintain the services at the	(8) Profit	•			\$
locations indicated in Exhibit A.1, not including supervisors.			Total Ot	\$	
				. ,	
				TOTAL PRICE	\$

\* All employees shown must be FULL-TIME employees of the Bidder, unless exemption to use part-time employees has been granted by the County.

\*\* Living Wage Rate shall be at the wage rate as set forth in Form LW-1, Los Angeles County Code Chapter 2.201 - Living Wage Program. Hourly rates that are not in complaince may subject your bid to rejection. Note: This cost methodology is to show, in detail, how the Bidder arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually be each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; and estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Bidder's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, shall prevail.

The above information was complied from records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the requirements of the Bid.

BIDDER:

POSITION/TITLE *		HOURS	APPROXIMATE	HOURLY	
(LIST EACH EMPLOYEE SEPARATELY)		PER WEEK	HOURS	WAGE RATE**	COST
			(52 x Hrs per wk)		
1. Laborer					\$
2. Laborer					\$
3. Laborer					\$
4. Laborer					\$
5. Laborer					\$
6. Laborer					\$
					\$
					\$
					\$
					\$
					\$
					\$
					\$
					\$
					\$
Comments/Notes:		-		Total Salaries	\$
**Important: HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER	(1) Vacations, Sick Leav	ve, Holiday			\$
OF THE TWO LIVING WAGE RATES IF CONTRACT TERMS SPANS THROUGH	(2) Health Insurance				\$
MULTIPLE LIVING WAGE RATE YEARS, OR YOU MUST CLEARLY SHOW THE	(3) Payroll Taxes & Wor	rkers' Compensa	tion		\$
TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S	(4) Welfare and Pension	1	\$		
RATE.			\$		
	(5) Equipment Costs				\$
	(6) Service and Supply (	Costs			\$
Mandatory Minimum Number of Crew: The Contractor shall	(7) General and Adminis		\$		
assign a minimum of 6 laborers to maintain the services at	(8) Profit		\$		
the locations indicated in Exhibit A.1, not including			\$		
supervisors.				. ,	
				TOTAL PRICE	\$

\* All employees shown must be FULL-TIME employees of the Bidder, unless exemption to use part-time employees has been granted by the County.

\*\* Living Wage Rate shall be at the wage rate as set forth in Form LW-1, Los Angeles County Code Chapter 2.201 - Living Wage Program. Hourly rates that are not in complaince may subject your bid to rejection. Note: This cost methodology is to show, in detail, how the Bidder arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; and estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Bidder's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, shall prevail.

The above information was complied from records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the requirements of the Bid.

BIDDER:

POSITION/TITLE *		HOURS	APPROXIMATE	HOURLY	
(LIST EACH EMPLOYEE SEPARATELY)		PER WEEK	HOURS	WAGE RATE**	COST
1. Laborer			(52 x Hrs per wk)		\$
2. Laborer					5 \$
2. Laborer 3. Laborer					ծ \$
4. Laborer		1	1		\$ \$
4. Laborer 5. Laborer					\$
5. Laborer 6. Laborer					\$
					\$
					\$
					\$
					\$
					\$
					\$
					\$
					\$
					\$
Comments/Notes:				Total Salaries	\$
**Important: HOURLY RATE LISTED ON LW-8s MUST BE EITHER THE HIGHER	(1) Vacations, Sick Leav	/e, Holiday			\$
OF THE TWO LIVING WAGE RATES IF CONTRACT TERMS SPANS THROUGH	(2) Health Insurance		\$		
MULTIPLE LIVING WAGE RATE YEARS, <u>OR</u> YOU MUST CLEARLY SHOW THE TWO DIFFERENT LIVING WAGE RATES IN THE LW-8s PER EACH YEAR'S					\$
	(4) Welfare and Pension				\$
RATE.	Total Employee Benefits (1+2+3+4)				\$
	(5) Equipment Costs				\$
	(6) Service and Supply Costs				\$
Mandatory Minimum Number of Crew: The Contractor shall	(7) General and Administrative Costs				\$
assign a minimum of 6 laborers to maintain the services at the locations indicated in Exhibit A.1, not including supervisors.	(8) Profit				\$
	Total Other Costs (5+6+7+8)				\$
Supervisors.					
	TOTAL PRICE				\$

\* All employees shown must be FULL-TIME employees of the Bidder, unless exemption to use part-time employees has been granted by the County.

\*\* Living Wage Rate shall be at the wage rate as set forth in Form LW-1, Los Angeles County Code Chapter 2.201 - Living Wage Program. Hourly rates that are not in complaince may subject your bid to rejection. Note: This cost methodology is to show, in detail, how the Bidder arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; and estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Bidder's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, shall prevail.

The above information was complied from records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate within the requirements of the Bid.

# Part II Sample Agreement





# BY AND BETWEEN

LOS ANGELES COUNTY, PUBLIC WORKS

# AND

# [NAME OF CONTRACTOR]

# FOR

LANDSCAPE MAINTENANCE SERVICES - EAST AREA (BRC0000238)

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## SAMPLE AGREEMENT FOR

### LANDSCAPE MAINTENANCE SERVICES - EAST AREA (BRC0000238)

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and [Name of CONTRACTOR], a [State of Incorporation] [Form of Entity], located at [Full Address of the Contractor], (hereinafter referred to as CONTRACTOR).

## <u>WITNESSETH</u>

<u>FIRST</u>: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors (Board) of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on \_\_\_\_\_\_, 2021, hereby agrees to provide services as described in this Contract for Landscape Maintenance Services - East Area (BRC0000238).

<u>SECOND</u>: This AGREEMENT, together with Exhibit A.1, Scope of Work; Exhibit A.2, Schedule of Prices; Exhibit A.3, Staffing Plan and Cost Methodology; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F.1, Performance Requirements Summary; Exhibit G.1, Bid Submission Instructions; and Exhibit H, Maps; the CONTRACTOR'S Statement of Qualifications and Bid Submission, all attached hereto; the Request for Statement of Qualifications (RFSQ); Addenda to the RFSQ, and the Invitation for Bids (IFB) and Addenda thereto, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

<u>THIRD</u>: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Forms PW-2.1 through PW-2.5, an amount not to exceed the maximum potential contract sum of \$\_\_\_\_\_\_ for the entire contract period or such greater amount as the Board may approve (Maximum Contract Sum). The sum for the initial term is \$\_\_\_\_\_\_; the sum for the first optional term is \$\_\_\_\_\_\_; the sum for the second optional term is \$\_\_\_\_\_\_; and a month-to-month extension up to 6 months at the PW-2.4 rates for \$\_\_\_\_\_\_, not to exceed \$\_\_\_\_\_\_.

<u>FOURTH</u>: This Contract's initial term shall be for a period of one year commencing on \_\_\_\_\_\_, or upon the Board's approval, whichever occurs last. The COUNTY shall have the sole option to renew this Contract term for up to three additional one-year period and six month-to-month extension, for a maximum total Contract term of four years and six months. Each such option shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full one year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

<u>FIFTH</u>: The CONTRACTOR shall bill monthly in arrears, for the work performed during the preceding month. Work performed shall be billed at the hourly rates and/or unit prices quoted in Form PW-2.1 – PW-2.5, Schedule of Prices.

<u>SIXTH</u>: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed and undisputed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise, payment will be made in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

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

<u>SEVENTH</u>: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

<u>EIGHTH</u>: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

<u>NINTH</u>: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

<u>TENTH</u>: No cost-of-living adjustment shall be granted for the optional renewal periods.

<u>ELEVENTH</u>: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT including, but not limited to, Exhibits A.1 through H, inclusive, the COUNTY'S provisions shall control and be binding.

<u>TWELFTH</u>: In the event that there are discrepancies in the work requirements between the Scope of Work from the RFSQ document and this IFB's Scope of Work resulting from the RFSQ (2014 SQPA001 - Formerly 2014 PA039), per the sole discretion of the Contract Manager, the higher requirements shall prevail and be binding.

<u>THIRTEENTH</u>: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

<u>FOURTEENTH</u>: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings. This CONTRACT may be signed by the parties hereto in separate counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic signatures. Electronic signatures include facsimile or e-mail electronic signatures. Each executed counterpart shall be deemed an original. All counterparts, taken together, constitute the executed Agreement.

The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Agreement had been delivered and had been signed using a handwritten signature. Contractor and County (i) agree that an electronic signature, whether digital or encrypted, of a party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile, or electronic mail, or other electronic means, (iii) are aware that the other party will reply on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature. If this Agreement has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (E-SIGN) and California Uniform Electronic Transactions Act (UETA)(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, e-mail or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.//

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chair of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

#### COUNTY OF LOS ANGELES

Ву\_\_\_\_

Chair, Board of Supervisors

ATTEST:

CELIA ZAVALA Executive Officer of the Board of Supervisors of the County of Los Angeles

By \_\_\_\_\_ Deputy

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA County Counsel

By\_\_\_\_\_ Deputy

[NAME OF CONTRACTOR]

Ву \_\_\_\_\_

Its President

Type or Print Name

Ву \_\_\_\_\_

Its Secretary

Type or Print Name

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### SCOPE OF WORK

### LANDSCAPE MAINTENANCE SERVICES – EAST AREA (BRC0000238)

#### A. <u>Public Works Contract Manager</u>

Public Works Contract Manager (CM) will be Mr. Armond Ghazarian of Stormwater Maintenance Division (SWMD) who may be contacted at (626) 458-4114 or <u>aghazar@pw.lacounty.gov</u>, Monday through Thursday, 7:00 a.m. to 5:00 p.m. The CM may designate several Public Works Representatives (PWR) to request work from the Contractor. The CM and PWRs are the only persons authorized by Public Works to request work of the Contractor. Public Works may change CMs and/or PWRs at any time. The Contractor will be notified in writing when there is a change in the CM or PWRs.

B. <u>Work Location</u>

The locations for which landscaping, and ground maintenance services are to be provided are listed below. Please see Exhibit H for maps. Detailed landscape installation plans are available upon Contractor's request.

Site No.:

- 1. Las Flores Debris Basin (Altadena Earth Day Site) Northwest of Rubio Crest Drive and Rubio Canyon Road intersection:
  - a. Total Area: 10,600 square feet (0.24 Acres)
  - b. Planting Area: 9,200 square feet
- 2. San Gabriel River (La Primaria Earth Day Site) South of Ramona Boulevard, behind 4220 Gilman Road:
  - a. Total Area: 7,000 square feet (0.16 Acres)
  - b. Planting: 6,375 square feet
- 3. San Gabriel River (Twin Lakes Earth Day Site) South of Ramona Boulevard, behind 3900 Gilman Road:
  - a. Total Area: 8,820 square feet (0.20 Acres)
  - b. Planting Area: 7,644 square feet
- 4. San Gabriel River (Arrow Highway Gateway Enhancement) South of 1600 Arrow Highway in Irwindale:
  - a. Total Area: 17,000 square feet (0.39 Acres)

- b. Planting Area: 9,000 square feet
- 5. Eaton Wash (Eaton Wash Landscape Improvement) West side of Washington Boulevard in between Sierra Madre Boulevard and Woodlyn Road in Pasadena:
  - a. Total Area: 38,562 square feet (0.89 Acres)
  - b. Planting Area: 22,215 square feet
- 6. Doublegrove Relief Drain (Valinda Avenue Greening Project) East side of Valinda Avenue in between Amar Avenue and Puente Creek in Valinda:
  - a. Total Area: 84,994 square feet (1.95 Acres)
  - b. Planting Area: 70,704 square feet

#### C. <u>Request of Work from Contractor</u>

The County reserves the right to determine if any work is or will be needed and/or requested under this Contract at the County's sole and absolute discretion. The Contractor waives all claims against the County for damages or loss of any nature resulting from the County's failure to use the Contractor's services including, but not limited to, lost profit.

#### D. <u>Contract Cost</u>

All services required in this Exhibit A.1, Scope of Work, shall be included in the price quoted by the Contractor on Forms PW-2.1 – PW-2.5, Schedule of Prices, unless stated otherwise in the Contract.

#### E. <u>Work Description</u>

The Contractor shall provide landscaping and grounds maintenance services in a neat, orderly, and professional manner in accordance with these terms, requirements, specifications, conditions, attachments, and exhibits.

Work locations may be changed or deleted during the Contract period by the CM with reasonable notice. Any such changes will be preceded by a conference between the Contractor, CM, and PWR. Additional work locations within the East Maintenance Area may be added, and tasks may be expanded during the contract period.

Contractor shall submit a proposed maintenance schedule, as outlined under Section E.9 of this Exhibit A.1, to PWR prior to the start of this Contract.

Mandatory Minimum Number of Crew: The Contractor shall assign a minimum of six (6) laborers to maintain the services at the locations indicated in this Exhibit, not including supervisors.

#### The Contractor shall perform the following work at listed work locations:

- 1. Tree Trimming and Care
  - a. The Contractor shall perform tree trimming, **under the direct supervision of a certified arborist**, to accomplish the following:
    - i. Remove all dead, weak, diseased, insect-infested, and damaged branches and limbs.
    - ii. Prevent encroachment on adjacent property and to maintain required proper vertical clearances, which are 8 feet for pedestrian areas and 13 feet for vehicular roadways.
    - iii. At a minimum, Elm, Eucalyptus, and Pepper trees shall be pruned every two years, beginning in the first Contract year. All other trees shall be pruned every three years, beginning in the first Contract year.
    - iv. All cuts shall be made sufficiently close, as even as possible, to the parent stem so that healing can readily start. No stubs will be permitted.
    - v. All limbs 1-1/2 inches or greater in diameter shall be undercut to prevent splitting.
    - vi. All limbs shall be lowered to the ground using a method, which prevents damage to the remaining limbs.
    - vii. The Contractor shall, within 72 hours upon notification by the PWR, remove and dispose of all trees, which are downed by either natural or unnatural causes. Contractor shall dig out stumps or grind them to 12 inches below grade, remove the wood chips and backfill the hole to grade with soil. Public Works will pay the Contractor to remove and replace the tree in accordance with process outlined under Section E.10.e or E.10.g of this Exhibit A.1, as applicable.
    - viii. All trimmings shall be removed from the sites at the end of each working day.
    - ix. Contractor shall inform the PWR of any dead or diseased trees. If the PWR determines that a tree died or became

diseased due to Contractor negligence or carelessness (i.e. over- or under-watering, tree topping, etc.), the Contractor shall be responsible for removing the affected plant and replacing it at Contractor's expense. If the tree died or became diseased due to natural causes or causes outside of the Contractor's control, Public Works will pay the Contractor to remove and replace the affected tree in accordance with Section E.10.e or E.10.g of this Exhibit A.1, as applicable.

- b. The Contractor shall adhere to the following tree staking and tying requirements:
  - i. Replace missing or damaged stakes where the tree diameter is less than 3 inches.
  - ii. Install stakes in those cases where the tree has been damaged and requires staking for support.
  - iii. Check tree ties once a month and either retie or remove along with the stakes where the tree diameter is more than 3 inches. Removal of tree stakes may be requested by the PWR for trees with a diameter less than 3 inches.
- 2. Shrubbery/Vines Trimming and Care
  - a. Contractor shall trim shrubbery and vines only to restrict growth of shrubbery/vines onto the adjacent roads, driveways, and walkways. To maintain safe vehicular and pedestrian visibility at street crossings, all shrubbery/vines located between the channel access gates and cross streets shall be kept trimmed to a maximum height of 4 feet.
  - b. Contractor shall trim the shrubs at the access gates a minimum of once a year during the month of March and as needed upon request of the PWR during the rest of the year to ensure they do not grow taller than 4 feet. These shrubs shall be trimmed no shorter than 3-1/2 feet in height.
  - c. It is Public Works' intention for the landscape within the flood right of way to look natural. If pruning is necessary, the Contractor shall prune back branches individually and <u>not shear</u> plants.
  - d. Contractor shall remove and dispose of all dead or diseased plant materials as the condition develops.
  - e. Contractor shall inform the PWR of any dead or diseased plants. If the PWR determines that plant(s) died or became diseased due to Contractor negligence or carelessness (i.e. over- or under-watering, tree topping, etc.), the Contractor shall be responsible for removing

and replacing the affected plant(s) at Contractor's expense. If the plant(s) died or became diseased due to natural causes or causes outside of the Contractor's control, Public Works will pay the Contractor to remove and replace the affected plant(s) in accordance with the process outlined under Section E.10.e or E.10.g of this Exhibit A.1, as applicable.

- 3. Trimming and Care of Ground Cover
  - a. Contractor shall remove and dispose of all dead or diseased cover branches as they develop.
  - b. Contractor shall keep all ground covers adjacent to roadways away from the paved surfaces. The ground cover shall be pruned back from the paved surfaces so that the edges look natural, not sheared off. Any runners that start to climb the right-of-way fencing, shrubs or trees shall be pruned out of these areas. The pruning of the ground cover shall be done twice a year during the months of March and September.
- 4. Trimming and Care of Vines and Ornamental Grass
  - a. Contractor shall remove and dispose of all dead or diseased vines as the condition develops and new ones shall be planted as a replacement. Vines located on the channel side of the parapet wall shall be pruned once a year during the month of September, so they hang no more than 2 feet below the top of the wall.
  - b. Contractor shall trim vines and ornamental grass back to keep them from growing onto the access road/bicycle trail. Vines and ornamental grass shall be trimmed once a year during the month of September. Contractor shall direct the vines to grow onto the wall by the use of epoxy vine support or other methods approved by the PWR.

Contractor shall inform the PWR of any vines and ornamental grass requiring replacement. If the PWR determines that plant(s) died or became diseased due to Contractor negligence or carelessness (i.e. over- or under-watering, tree topping, etc.), the Contractor shall be responsible for removing and replacing the affected plant(s) at Contractor's expense. If the plant(s) died or became diseased due to natural causes or causes outside of the Contractor's control, Public Works will pay the Contractor to remove and replace the affected plant(s) in accordance with the process outlined under Section E.10.e or E.10.g of this Exhibit A.1, as applicable.

## 5. Weed Control

#### No chemical eradication of weeds shall be allowed in this contract.

a. Shrubbery, Ground Cover, Rock, Gravel, and Ornamental Grass Area

Contractor shall always keep all landscape areas including shrubbery, ground cover, rock areas, gravel areas, and ornamental areas weed free. All perennial weeds, morning glory, vine-like weeds, ragweed, or other underground spreading weed shall be kept under strict control. Weeds may be removed by hand or by cultivation where appropriate. Contractor shall weed at least once a week.

- b. Stone and Decomposed Granite Areas
  - i. Contractor shall always keep all landscape stone areas, gravel areas, and decomposed granite areas weed free. Contractor shall remove weeds by hand or weed whipping.
  - ii. Contractor shall repair and recompact decomposed granite area where heavy wear or erosion occurs. Recompacting shall be done with new decomposed granite material (match with existing color) with stabilizing binding agent and follow manufacturer's installation recommendations.
  - iii. Stabilizing binding agent shall be thoroughly blended into the decomposed granite by mechanical means at the rate of 12 pounds per 1 ton for pedestrian use, and 14 pounds per 1 ton for vehicular use areas. Mixing shall be done at the supplier's site prior to delivery.
- c. Paved Areas

Contractor shall remove all weeds from walkways, drainage areas, expansion joints, and cracks in all hard surface areas, driveways, and roadways within the work limit. Contractor shall remove weeds by hand or weed whipping.

6. Litter Control

The term "litter" shall be synonymous and interchangeable with "debris" and "trash" and shall include, but not be limited to, all wrappers, containers, bottles, paper, glass, styrofoam, tissue, plastics, cans, grocery bags, boxes, cigarette butts, straws, toys, ropes, tires, automotive scrap, furniture waste, construction debris (i.e., concrete, metal, nails, screws, wood pieces, etc.), dead foliage, tree cuttings, food, bones, and other organic materials. Contractor shall remove only nonhazardous materials and immediately notify the PWR of known hazardous materials. The Contractor shall NOT attempt to perform any type of hazardous waste removal including but not limited to, identifying, containing, cleaning, moving, disposing, etc.

Contractor shall remove litter and other accumulated debris (including animal feces) within the landscape areas, including, but not limited to, planted areas, rock areas, gravel areas, decomposed granite areas, adjoining access roads, driveways, and drains. Litter control shall take place on a weekly basis in all locations. At locations where trash cans/receptacles exist, they shall be emptied and cleaned at least once a week. The cost of trash can liners and supply shall be considered as part of the sites' monthly maintenance cost.

7. Irrigation System Management and Inspection

Contractor shall be responsible for the operation of the automatic irrigation controllers and management of the complete irrigation system to provide the proper amount of water to the various species of plants.

The irrigation system is automatically controlled through electrically powered or solar powered irrigation controllers and remote-control valves. There is one automatic irrigation controller on each side (north and south) of Aliso Creek - on San Fernando Mission Road, east of Newcastle Avenue. All irrigation systems for ground cover, shrubs, and trees are a combination of permanent, below ground, water-conserving drip systems and overhead spray systems.

- a. General Provisions
  - i. Contractor shall operate the irrigation system in a way as to not cause excessive wetness, "waterlogged" areas. Native and drought-tolerant plant materials have been used throughout these various locations and require a minimal amount of water. Overwatering may cause the plants to die. The Contractor shall incorporate infrequent deep-watering techniques to encourage deep-rooting, drought-tolerant plant characteristics to promote a self-sustaining, irrigation-free landscape.
  - ii. When determining the watering schedule (controller settings for water quantities and frequencies), Contractor shall consider the season, weather (rainfall and temperature), variation in size and varieties of plants along with the desired infrequent deep-watering techniques. Seasonal controller rescheduling of circuits (systems) shall occur at least twice, usually during the spring and fall season, and shall be considered as part of the routine maintenance.

- iii. If necessary, Contractor shall use a moisture-sensing device to determine water penetration into the soil.
- iv. Contractor shall turn off the irrigation system at the controller during or following rainy weather when the soil has high enough moisture content that watering is not required.
- v. If an automatic irrigation system, or a portion of a system, malfunctions, Contractor shall be responsible for the manual manipulation of that system and notifying PWR. Public Works will pay the Contractor for the irrigation system repair in accordance with the process outlined under Section E.10.b of this Exhibit A.1.
- b. Irrigation System Inspection and Maintenance

Contractor shall be responsible for the inspection and maintenance of the entire irrigation system and for specific repairs. The County will be responsible for the inspection/certification of the mainline backflow devices located at each water service meter. To ensure the operability and the correct adjustment 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, report any damage or incorrect operation to the PWR, and include that information on the monthly maintenance This inspection shall be performed once a month. report. If problems/conditions indicate a need for increased inspection frequency, the Contractor shall notify PWR. Public Works will pay the Contractor for increased inspection frequency in accordance with the process outlined under Section E.10.f of this Exhibit A.1. Beyond regular testing, irrigation systems shall be tested/inspected as necessary when damage is suspected, observed, or reported to the Contractor by Public Works.

Contractor shall perform the following tasks as part of regular irrigation system management service, unless otherwise specified in this Scope of Work:

- i. Respond to requests received from Public Works, pertaining to waterline breaks, etc., requiring an emergency response to shut off water or turn off the irrigation system (other than normal working hours). Public Works will pay the Contractor in accordance with the process outlined under Section E.10.d of this Exhibit A.1.
- ii. Repair or replace damaged bubbler heads and risers, as necessary.

- iii. Clean or replace clogged bubbler heads and risers, as necessary.
- iv. Clean or replace clogged or damaged drip line emitters.
- v. Repair or replace immediately all broken drip lines or emitters, which are causing a loss of water and creating ponding or erosion.
- vi. Maintain the filters for the drip system to help prevent the emitters from clogging. All filters at remote control valves shall be inspected and cleaned every two months. The location of any filter found to be worn out during this inspection shall be reported to the PWR within one week of the discovery and also included on the required monthly maintenance report. The drip system filters are located within vaults located at the bottom of the backslope.
- vii. Inspect and clean mainline filters, wye strainers, basket filters, and the filters at the backflow devices twice a year. The location of any filter found to be worn out during this inspection shall be reported to the PWR within one week of the discovery and included on the required monthly maintenance report.
- viii. The bubbler heads in the vine pockets next to the parapet walls shall be inspected on a monthly basis to verify each vine is being watered.
- ix. Recover and refasten removed valve box covers. Contractor shall report any missing valve box covers to the PWR by the end of the day and include that information on the required monthly maintenance report.
- x. Contractor shall notify PWR of the location and nature of any irrigation system repair work required. Public Works will pay the Contractor in accordance with the process outlined under Section E.10.b of this Exhibit A.1.
- 8. Rodent and Pest Control

All areas shall be maintained free of rodents, including, but not limited to, gophers, ground squirrels, and rats, since they may cause damage to shrubs, ground cover, trees, and/or irrigation systems. The rodenticide product to be used shall be recommended by a California Pest Control Advisor and preapproved by the PWR.

The Contractor shall comply with all Federal, State and local laws for work

involving the use of chemicals and the work shall be accomplished by a California Certified Applicator under the direction of a licensed Pest Control Advisor. In compliance with the California Food and Agricultural Code, the Contractor shall provide the PWR with a copy of the valid Pest Control Applicator's and Pest Control Advisor's licenses or a copy of these licenses from the Subcontractor prior to using any and all applicable chemicals within the area(s) to be maintained. Contractor shall provide proof of registration as a Pest Control Business from the Los Angeles County Agricultural Commissioner's office for the initial contract term and maintain a valid registration for the duration of the Contract.

9. Monthly Maintenance Reports

Contractor shall submit a proposed maintenance schedule to PWR prior to the start of this Contract and obtain PWR's approval. The proposed maintenance schedule, at a minimum, will include two site visits and maintenance per week for Locations B.2, B.3, B.4, and B.6, and one site visit and maintenance at the remaining locations. Contractor shall maintain and keep a current monthly maintenance report that records when all periodic, seasonal, and additional work and maintenance functions performed by the Contractor's personnel are completed. The report shall also include: before and after maintenance photos for each site (photos should be in electronic format and contain GPS location, time and date), locations where erosion on the channel backslope greater than 6 inches have been discovered: locations where disease or insect infestation has been discovered; locations where trees, shrubs, vines, or other plants are missing or dead or should be removed; any dead trees or plant materials replaced; any irrigation systems that have to be operated manually; and any problems with the irrigation system, such as malfunctions, needed maintenance, or repairs/replacements. The PWR will provide the report form. Contractor shall submit the maintenance report to the PWR at the end of each month or upon request, within three working days. The cost is to be included under Items B.1 through B.6 of the Schedule of Prices.

10. On-Call Service Items

For Items (a) through (e), except Item (d):

- Upon request by the PWR, the Contractor shall provide a written quotation for any additional work location and facilities;
- Contractor shall not begin work prior to PWR's approval of the written quotation;
- County will not pay for preparation or travel time to and from jobsite;
- County will only pay the actual time spent performing the work;

- Contractor shall attach and submit applicable receipts along with the invoice to PWR;
- Contractor shall not receive a mark-up for purchases made to complete the service requested.
- a. Manual operation of irrigation system

Contractor shall report all systems which require manual operation to the PWR at the end of week of discovery and on the monthly maintenance report and submit a schedule and cost estimate based on the rate listed under Item E.10.a of Forms PW-2.1 – PW-2.4, Schedule of Prices.

b. Irrigation System Repairs and Replacement

Contractor shall submit proposal to make additional repairs and/or replacements to the irrigation system beyond items described in Section E.7.b of this Exhibit A.1, including but not limited to; automatic controllers, backflow devices, gate valves, flow sensors, pressure regulators, wye strainers, filters, quick couplers, etc. Public Works will pay the Contractor based on the rate listed under Item E.10.b of Forms PW-2.1 – PW.2.4, Schedule of Prices.

c. Remove and Replant Shrubs, Ground Cover, Plants, etc.

Contractor shall remove all dead or diseased plant materials as the condition develops. Upon request by the PWR, Contractor shall replace dead or damaged plant materials. The Contractor's labor for plant replacement work shall be the hourly rate indicated under Item E.10.c of Forms PW-2.1 - PW-2.4, Schedule of Prices. Contractor shall furnish all labor, supervision, equipment, and general materials for this work. Upon approval of PWR, Public Works will reimburse the Contractor for plants purchased provided the Contractor attaches receipts showing the price of the items. The Contractor will not receive a mark-up for purchases made to complete the work for this item.

d. After Hours Emergency to Shut Off Water

Contractor shall respond to requests received from Public Works, pertaining to waterline breaks, etc., requiring an emergency response to shut off water or turn off the irrigation system (other than normal working hours). Contractor will be reimbursed for each emergency response at the flat rate listed under Item E.10.d of Forms PW-2.1 – PW-2.4, Schedule of Prices.

e. Major Tree-Trimming; Tree, Stump, and Root Removal

Contractor shall provide a proposal to perform any major tree trimming (other than tree trimming specified under Section E.1 of this Exhibit A.1) and/or tree, stump and root removal. Public Works will pay the Contractor based on the rate listed under Item E.10.e of Forms PW-2.1 – PW-2.4, Schedule of Prices.

Contractor shall use a Certified Arborist to directly oversee any major tree trimming, tree removal and stump and root removal and Certified Tree Workers to perform any major tree trimming and tree removal.

f. Additional Irrigation System Monitoring

The Contractor shall provide a written estimate and schedule to provide additional inspection services of any irrigation system. Public Works will pay the Contractor based on the rate listed under Item E.10.f of Forms PW-2.1 – PW-2.4, Schedule of Prices.

g. Minor Tree and Root Removal

Services under this item include minor tree removal (trees that are less than 8 feet in height and less than 4 inches in diameter at breast height) on an on-call basis at various flood facilities within the East Maintenance Area (See Exhibit H – East Maintenance Area). Public Works will pay the Contractor based on the rate listed under Item E.10.g of Forms PW-2.1 – PW-2.4, Schedule of Prices.

h. Replant Trees

Contractor shall provide a proposal to replant trees upon request of PWR. Public Works will pay the Contractor based on the rate listed under Item E.10.h of Forms PW-2.1 – PW-2.4, Schedule of Prices.

i. Trash and Debris Removal

Upon request of PWR, the Contractor shall provide a proposal to provide trash and debris removal services as described under Section E.6, Litter Control, of this Scope of Work. Public Works will pay the Contractor based on the rate listed under Item E.10.i of Forms PW-2.1 – 2.4, Schedule of Prices.

#### F. Hours and Days of Service

Hours of services shall be primarily between 7 a.m. and 4 p.m. time period, Monday through Friday, each week, except County observed holidays, at which time the service shall be done before or after such holiday. Work hours may be altered, when necessary, with the approval of the PWR.

Minimally, the Contractor shall provide telephone answering service and facsimile, within the County from 8 a.m. to 5 p.m., Monday through Friday, except on County observed holidays, to receive instructions, information, complaints, etc., from Public Works. Contractor shall also provide a 24-hour, 7 days a week, emergency phone number to receive emergency reports from Public Works.

Holidays Observed by the County of Los Angeles are:

New Year's Day Martin Luther King, Jr. Day Presidents' Day Cesar Chavez Day Memorial Day Independence Day Labor Day Indigenous People's Day Veterans Day Thanksgiving Day Day after Thanksgiving Christmas Day

#### G. <u>Utilities</u>

The County will provide electric and water services to operate the irrigation system.

H. <u>Storage Facilities</u>

The County will not provide storage facilities for the Contractor. Public Works will not be liable or responsible for any damage, by whatever means, or for theft of materials or equipment from the jobsite.

I. <u>Removal of Debris</u>

All debris derived from these landscaping services shall be removed from Public Works property by the Contractor and properly disposed at a County approved facility for type of debris being disposed and in compliance with all applicable Federal, State and local legal requirements. Public Works will pay the Contactor for dump fees and the Contractor shall be responsible for all work and transportation required to remove and dispose of debris. The Contractor shall submit dump tickets with invoices each month, whereupon Public Works will reimburse the Contractor for the cost of the debris disposal only. Materials earmarked to a landfill shall be delivered to an approved dumpsite. Landscape waste materials diverted from landfills to cogeneration facilities shall be registered on a log to be submitted on a monthly basis to the PWR. The Contractor shall not allow any debris from its operations under this Contract to be deposited in the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System. The Contractor is advised that due to the nature of this Contract, discarded hazardous waste may be encountered during the performance of this Contract. In the event an unknown substance or hazardous material is discovered, the Contractor shall immediately notify the PWR. The Contractor shall NOT attempt to perform any type of hazardous waste remediation not included under the Scope of Work of this Contract, including identifying, containing, cleaning, moving, disposing, etc. The Contractor shall exercise extreme caution in the event unknown waste is encountered.

#### J. <u>Special Safety Requirements</u>

- 1. All Contractor's operators shall be expected to observe all applicable State of California Occupational Safety, Health Administration (Cal/OSHA), and Public Works' safety requirements while at Public Works' jobsites.
- 2. Contractor staff shall wear hard hats at all times. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required.
- 3. Contractor shall inspect and identify, any condition(s) that renders any portion of the premises/jobsite unsafe. Contractor shall notify the PWR immediately when a condition threatens imminent injury to the public or damage to property. The Contractor shall be responsible for blocking any unsafe areas by using barricades or traffic cones to alert the public of the existence of hazards, and to protect members of the public or others from injury. The Contractor shall cooperate fully with Public Works in the investigation of any accidental injury or death occurring on the premises, including a complete written report to the CM within five days following the occurrence.
- 4. Special emphasis shall be placed on public safety during landscape maintenance operations, particularly when adjacent to roadways, sidewalks, and bicycle trails. Contractor shall be responsible for providing all necessary safety measures to ensure public safety within the limits of or adjacent to each particular landscape maintenance operation.

Contractor shall do the following for safety issues:

- a. Public Safety: Contractor shall perform a prework survey to identify potential safety issues and, if any are found, address them before work starts; if any hazards are found, the Contractor will report to the County's PWR; if the hazards are potentially harmful or pose imminent risk to the public, contact 911.
- b. Emergency Response: the Contractor shall call 911 when the emergency involves injury to a member of the public, stay with the injured person until help arrives, if doing so does not pose a risk to the County crews or Contractor staff, and direct emergency services

to the injured person, if practical; secure the site to restrict the public from going through the area. When needed, use appropriate signage and delineations.

- c. Contractor shall file a County of Los Angeles Non-Employee Injury Report form to document the incident and injuries to the public and transmit the forms to PWR within two business days or the first day of the next business week. PWR will provide the report form.
- d. Contractor shall submit a project safety plan to PWR and provide training to employees on the above provisions.
- e. Contractor shall provide traffic control, including obtaining any required permits that conform to the most recent version of the California Department of Transportation Manual of Traffic controls for Maintenance Work Zones wherever work operations encroach upon public streets or highways, bikeways, pedestrian paths, and/or employees of the Contractor who are exposed to traffic hazards. Contractor shall ensure that all traffic control configurations, devices, equipment, and setup comply with the California Department of Transportation Manual of Traffic Controls for Construction and Maintenance Work Zones.
- 5. All pesticide application shall be under the direct supervision of a Pest Control Advisor licensed by the State of California.
- 6. Contractor shall close the bicycle trail portion of the channel access road (San Gabriel River) when the landscape maintenance operation warrants closing the trail to the public. Contractor shall block the access road/bicycle trail and place signs at the point both upstream and downstream of the work area. The upstream and downstream closure points shall be as follows:
  - a. The trail closure signs shall state the date of closure and the date the trail will be reopened.
  - b. The signs shall also state the limits of the closure (where the bicyclist can re-enter the trail).
  - c. The signs shall use 3-inch lettering.
  - d. The trail closure signs shall be placed on the trail two weeks prior to the trail closure.
  - e. Public Works Bicycle Trail Coordinator shall be notified 48 hours prior to the closure of the bicycle trail.

f. All questions regarding the bicycle trail closure shall be directed to the Public Works Bicycle Trail Coordinator at (626) 458-3960.

#### K. Integrated Pest Management Program Compliance

Contractor shall certify that it has reviewed, understands, and will adhere to the County's Integrated Pest Management (IPM) Program (the Program) requirements set forth at: www.lacountyipm.org. As further explained in the website, a requirement of the Program is to reduce the unnecessary use and impact of pesticides and fertilizers to storm water (surface water).

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.

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:

- 1. The potential for pesticide-related surface water toxicity.
- 2. Proper use, handling, and disposal of pesticides.
- 3. Least toxic methods of pest prevention and control, including IPM.
- 4. Reduction of pesticide use.

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 shall 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 31). For each pesticide, the summary shall include all of the following:

- 1. Product trade name
- 2. Active ingredient(s)
- 3. EPA Registration Number
- 4. Total amount used

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

#### L. Maps

Maps are included in Exhibit H, East Area Maps.

#### M. Work Area Control

Contractor shall comply with all applicable laws and regulations and shall

maintain work areas in a neat, orderly, clean, and safe manner. Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each jobsite shall be subject to the approval of the CM.

#### N. <u>AB 939 County Diversion Requirements</u>

The California Integrated Waste Management Act of 1989 (AB 939) requires that all cities and counties in the State of California divert materials going to landfill by 50 percent by the year 2000. Based on this mandate, all Contractors handling landscape waste materials for the County shall be required to divert all landscape waste materials from any landfills and cogeneration facilities. Landscape materials utilized for cogeneration or daily landfill cover may not qualify for diversion credit and, therefore, may not be acceptable methods of disposal of this material. Contractor shall be required to seek "recycling" alternatives for these organic, biodegradable landscape waste materials. Acceptable "recycling" alternatives would include the utilization of these materials as feedstock for composting, composting, mulching, soil amendments, and wood chip products.

Contractor shall be required to arrange for the chipping and transport of all landscape materials to its selected processor with all cost to be borne by the Contractor. Use of any other processing method not listed above will require the approval of Public Works and must qualify for diversion credit as specified in AB 939, or subsequent legislation. Proof of delivery of the material and weight tickets (from an approved public or private scale) shall be required.

#### O. Additional Responsibilities of the Contractor

Contractor shall:

# (Please note: Subcontractors are not allowed for these services except for the use of services of an Arborist and/or Horticulturist; Pest Control Advisor; and/or Qualified Applicator.)

- Ensure to remain on the Qualified Contractor List resulting from the RFSQ for Landscape and Grounds Maintenance Services (2014 SQPA001 -Formerly 2014 PA039).
- 2. Ensure to maintain three years of experience providing landscape maintenance services.

# This requirement must be held by the Contractor and Subcontracting <u>is not</u> allowed.

3. Ensure to maintain a valid and active State Contractor's Class C-27, Landscaping Contractor License.

# This requirement must be held by the Contractor and Subcontracting <u>is not</u> allowed.

- 4. Maintain and/or ensure any subcontractor(s) holds a copy of a valid and active arborist and/or horticulturist certification.
- 5. Maintain and/or ensure any subcontractor(s) hold copy of a valid and active State of California Department of Pesticide Regulation Pest Control Business license.
- 6. Maintain and/or ensure any subcontractor(s) hold a copy of a valid and active State of California Qualified Applicator license.
- 7. Maintain and/or ensure its Subcontractor(s) performing waste disposal work hold a valid and active Waste Collector Permit issued by the County Department of Public Health (DPH).
- 8. Maintain and ensure its Subcontractor(s) hold a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.
- 9. Identify one representative with a minimum of three years of experience providing Water Pollution Control per Section S of this Scope of Work for the entire Contract terms.
- 10. Identify one representative with a minimum of three years of experience performing the duties as identified under Section T of this Scope of Work for the entire Contract terms.
- 11. Shall be familiar with the requirements specified in the California Friendly, A Maintenance Guide for Landscapers, Gardeners, and Land Managers.
- 12. Furnish all supervision, labor, material, tools, equipment, transportation, and other items needed to perform landscape services as outlined herein.
- 13. Provide enough landscape personnel with the skills, training, and experience necessary to perform the various landscape activities in a professional manner. The Contractor shall ensure all personnel working on the irrigation system are fully trained in all phases of landscape irrigation systems (including drip systems) and can readily identify and isolate problems. Whenever applicable, the Contractor shall use a certified arborist, a certified horticulturist, certified Pest Control Applicators, and Pest Control Adviser, approved by Public Works for providing directions during maintenance (e.g., for tree trimming, shrubbery pruning, slope cutting, fertilizing, disease, and pest recommendations).
- 14. Ensure that all equipment used is adjusted properly and adequately sharp. The Contractor shall not use climbing spurs.
- 15. Repair any damage to Public Works facilities resulting from the Contractor's

work including, but not limited to, irrigation systems, fences, gates, and access road pavement.

- 16. **Remove all trimming, debris, and trash and properly dispose of them off-site at the end of each workday.** Also, all roadways, driveways, and sidewalks adjacent to each landscape operation shall be cleaned immediately following each landscape operation.
- 17. Inspect all landscaped areas for disease and insect infestation that could cause damage to the plant materials during each landscape maintenance activity. The PWR shall be notified by the end of the week of any disease or insect infestation detected by the Contractor. The infestations shall also be reported on the monthly maintenance report. The cost for this inspection shall be included in Bid Items B.1 through B.6 listed under Forms PW-2.1 PW-2.4, Schedule of Prices.
- 18. Inspect the channel back slope for erosion during each maintenance activity. All erosion 6 inches or deeper shall be reported to the PWR at the end of each week and also reported on the monthly maintenance report.
- Replace all dead trees or shrubs and report all replacement trees and shrubs to the PWR every month on the monthly maintenance report. Contractor shall be compensated for trees and shrub replacement as listed under Items E.10.c, E.10.e, E.10.g, and E.10.h, on Forms PW-2.1 – PW-2.4, Schedule of Prices, as applicable.
- 20. Provide the PWR with a means of communication to contractor's field personnel.
- 21. Ensure that its on-site supervising employee assigned to this Contract has at least two years of experience in performing supervising landscaping services. Contractor's change in on-site supervisors shall be reported to the PWR. Contractor shall submit the proposed on-site replacement supervisor resume to the PWR for preapproval.
- 22. Ensure employees always wear uniforms on the job at all times.
- 23. Ensure onsite supervisors speak, read, write, and understand English.
- 24. Consult and receive written permission from the PWR prior to performing any chemical application for pest control. Glyphosate-based products cannot be used.
- 25. Comply with Migratory Bird Treaty Act and all other State and Local laws when performing their duties under this Contract.

#### P. <u>Responsibilities of Public Works</u>

Public Works will be responsible for the following:

- 1. The County may perform periodic inspections of the work location(s) as determined necessary or requested by the PWR. The CM or PWR may accompany the Contractor's crews conducting work and serve as an observer and quality control person at the jobsite.
- 2. Reviewing and processing all inspection/maintenance reports, which should result in completeness and accuracy of reporting. The PWR will not approve the work for payment and will order the work to be redone, if any work referenced in Section E, Work Description, and Section O, Additional Responsibilities of the Contractor, of this Exhibit A.1, Scope of Work, are not done properly.
- 3. Provide Maps and Irrigation and Landscape Drawings:
  - a. Exhibit H consists of drawings showing the locations where landscape maintenance services are to be performed.
  - b. Detailed landscaping and irrigation drawings are available per request by the Contractor. It should be noted that landscaping plans may have been modified subsequent to the original installation, and thus the drawings should be verified in the field.
  - c. Public Works will be responsible for the inspection/certification of the mainline backflow devices located at each water service meter.

#### Q. <u>Additional Work/Location(s)</u>

- 1. Prior to performing any additional work, the Contractor shall prepare and submit a written description of the work beyond what is included in the Scope of Work with an estimate of labor and materials as provided in this section. No additional work shall commence without written authorization from the PWR. However, when a condition threatens imminent injury to the public or damage to property, the PWR may orally authorize the work to be performed upon receiving a verbal estimate from the Contractor. Within 24 hours after receiving a verbal authorization, the Contractor shall submit a written estimate to the PWR for approval.
- 2. Additional work/location(s) within the East Maintenance Area (see Exhibit H – East Maintenance Area) may be added, within the current limits of facilities, during the Contract period. Upon request by the CM or PWR, the Contractor shall provide a written quotation for any additional work/location(s), based on the rates quoted in Forms PW-2.1 – PW-2.4, Schedule of Prices, using the location(s) that most closely correspond to, or

are adjacent to the additional work/location(s). The Contractor shall be paid for additional work/locations at the rates on PW-2.1 – PW-2.4, Schedule of Prices. Upon CMs or PWR's negotiation and acceptance of the Contractor's written quotation, and subject to approval of the PWR, the additional work/location(s) may be added to the Contract.

- 3. All additional work provided herein shall commence on the specified date established. The Contractor shall proceed diligently to complete said work within the time allotted.
- R. <u>Pass-Through</u>

County recognizes that during the term of this Contract, there may be needed repairs or modifications to the service locations resulting from accident, storm, neglect, or other causes that are beyond the control of the Contractor and have not been identified elsewhere in this Contract. In order to be eligible for pass-through costs, the Contractor shall present the required Scope of Work to be performed and the cost to restore the landscape and/or irrigation to the original or improved state to the PWR for consideration within 15 days of damage. The Contractor shall obtain PWR's approval of the work to be performed and cost, in writing, prior to commencing of any work. Claims for payment of pass-through costs shall include all supporting documentation of costs, approvals, and copies of vendor invoices.

- S. <u>Water Pollution Control</u>
  - 1. National Pollutant Discharge Elimination System

To comply with the National Pollutant Discharge Elimination System (NPDES) requirements, the Contractor shall not allow any debris from its operations under this Contract to be deposited into the channels, storm drains, and/or gutters.

1. Best Management Practices (BMPs)

Best Management Practices (BMPs) shall be defined as any program, technology, process, siting criteria, operating method, measure, or device that controls, prevents, removes, or reduces water pollution. Contractor shall obtain and refer to the California Storm Water BMPs Handbooks, 2010 Construction BMP Handbook. This Publication is available from:

Los Angeles County Public Works Cashier's Office 900 South Fremont Avenue Alhambra, CA 91803 (626) 458-6959

> -A. 21- Landscape Maintenance Services East Area (BRC0000238)

Or can also be found:

# http://intranet2.dpw.co.la.ca.us/CONS/EnvCompliance/Documents/BMPManual.p

Contractor shall have a minimum of one copy of this publication on the Contract site at all times and readily available.

#### T. Project Safety Official

The Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices. The Contractor's Project Safety Official shall always be available to abate any potential safety hazards and shall have the authority and responsibility to shut down an operation, if necessary. Failure by the Contractor to provide the required Project Safety Official shall be grounds for the County to direct the cessation of all work activities and operations at no cost to the County until such time as the Contractor is in compliance.

#### U. <u>Gratuities</u>

- 1. Contractor is advised that it is improper for any County officer, employee, or agent to solicit consideration, in any form, from Contractor with the implication, suggestion, or statement that Contractor's provision of the consideration, or failure to provide consideration, may cause favorable or unfavorable treatment, respectively, for the Contractor relating to the amendment or extension of the Contractor's performance under this Contract. A Contractor shall not offer or give, either directly or through an intermediary, such improper consideration, in any form, to a County officer, employee, or agent for the purpose of securing favorable treatment as described herein.
- 2. A Contractor shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 3. Among other items, such improper consideration may take the form of cash; discounts; services; and the provision of travel, entertainment, or tangible gifts.
- 4. Note that Contractor's failure to adhere to this requirement could subject this Contract to termination for improper consideration under Section 3 Termination/Suspensions of Exhibit B.

#### V. Liquidated Damages

- 1. In any case of the Contractor's failure to meet certain specified performance requirements, the County may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in specified sums and deduct them from any regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or untimely or inadequate performance nor the County's acceptance of liquidated damages shall be construed to waive the County's right to reimbursement for damage to its property or indemnification against third-party claims.
- 2. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:
  - a. All of the time limits and acts required to be done by both parties are of the essence of the Contract.
  - b. The parties are both experienced in the performance of the Contract work.
  - c. The Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to the Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the terms and conditions of the Contract at the proposal price.
  - d. The parties are not under any compulsion to Contract.
  - e. The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of the Contract.
  - f. It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work.
  - g. The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.

- 3. The Contractor shall pay Public Works, or Public Works may withhold and deduct from monies due the Contractor, liquidated damages in the sum of \$500 for each consecutive calendar day that the Contractor fails to complete work within the time specified unless otherwise provided in this Contract or approved by CM.
- 4. In addition to the above, Public Works may use Exhibit F.1, Performance Requirements Summary, to evaluate Contractor's performance. Please note, should an inconsistency be determined between the Scope of Work, Liquidated Damages, and the Performance Requirements Summary (Exhibit F.1), the higher service level in the judgment of Public Works shall prevail.

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### SCHEDULE OF PRICES

(FORMS PW-2.1 – 2.5)

[TO BE DETERMINED]

## STAFFING PLAN AND COST METHODOLOGY

(FORMS LW-8.1 – 8.4)

[TO BE DETERMINED]

- Exhibit B: Service Contract General Requirements
- Exhibit C: Internal Revenue Service Notice 1015
- Exhibit D: Safely Surrendered Baby Law Posters
- Exhibit E: Defaulted Property Tax Reduction Program

See Request for Statement of Qualifications for Landscape and Grounds Maintenance Services (2014-SQPA001 - Formerly 2014-PA039) for the above Exhibits, and Addenda 1-5 to be incorporated herein by reference.

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through H, inclusive, of this Contract (Exhibits A-H) and this PRS, Exhibits A-H shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-H, to clarify Performance Requirements, or to monitor of any part of this Contract.

	Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
Α. :	SCOPE OF WORK				
	<ol> <li>Fines by Regulatory and Governmental Agencies</li> </ol>	Fined by a local, regional, State, or Federal regulatory or governmental agency as a result of the Contractor's negligence or failure to comply with any Federal, State, or local rules, regulations, or requirements.	\$500 per occurrence plus any fine(s) charged to the County by a regulatory or governmental agency; possible suspension; possible termination for default of contract.	□Yes □No □N/A	
	<ol> <li>Violation of the National Pollutant Discharge Elimination System</li> </ol>	Discharge of debris into storm drains and/or gutter.	\$500 per occurrence plus any fines by regulatory and governmental agencies plus any remediation cost; possible suspension; possible termination for default of contract.	□Yes □No □N/A	
	3. Trimming and Care	Contractor shall provide all landscaping and grounds maintenance services in a neat, orderly, and professional manner for the 15 items/sites.	\$100 per occurrence plus any fines.	□Yes □No □N/A	
	<ol> <li>Major Tree Trimming, Tree Removal and Stump &amp; Root Removal</li> </ol>	Contractor shall complete major tree trimming as requested by Project Manager, this includes any and all other types of trimming other than those specified in Tree Trimming and Care.	\$100 per occurrence plus any fines.	□Yes □No □N/A	

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through H, inclusive, of this Contract (Exhibits A-H) and this PRS, Exhibits A-H shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-H, to clarify Performance Requirements, or to monitor of any part of this Contract.

	Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
5	. Minor tree and Root Removal (trees that are less than 8 feet in height and less than 4 inches in diameter at breast height)	Contractor shall complete minor tree and root removal.	\$50 per occurrence plus any fines.	□Yes □No □N/A	
6	. Weed/ Litter/ Rodent Control	Contractor shall remove any weeds, litter or any other debris, and rodents from landscape areas. Weed and Litter control shall take place on a weekly basis at all locations. Rodent control shall take place as needed.	\$100 per occurrence plus any fines.	□Yes □No □N/A	
B. R	EPORTS/DOCUMENTATIONS				
1	. Monthly Maintenance Reports	Contractor shall submit maintenance report to the Contract Manager at the end of each month or upon request, within three working days.	\$25 per day per report that is late or not submitted.	□Yes □No □N/A	
2	. Special Reports	Filed within time frame requested.	\$50 per day per report that is late or not submitted.	□Yes □No □N/A	
C. E	MPLOYEES				
1	. Contractor's Employee Criminal Background Investigation	As applicable, prior to the start of the contract and continuation of the contract the contractor shall certify all employees who are in a designated sensitive	\$100 per employee per day who is not certified as passing the background check.	□Yes □No □N/A	

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through H, inclusive, of this Contract (Exhibits A-H) and this PRS, Exhibits A-H shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-H, to clarify Performance Requirements, or to monitor of any part of this Contract.

	Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
		position has passed a fingerprints background check submitted to the California Department of Justice to include State, local, and federal-level review, as required by the Contract. Employees who <u>do not</u> pass or is not certified shall be			
2.	Employees Well Oriented to Job	immediately removed. Employees must have thorough knowledge of facility and its needs. Contractor must provide experienced personnel to perform various landscape activities in a professional manner; this includes personnel fully trained in all phases of irrigation systems.	\$50 per error resulting from lack of orientation; possible suspension.	□Yes □No □N/A	
3.	Staffing	Staffing levels are equal or exceed contract requirements.	\$50 per occurrence.	□Yes □No □N/A	
4.	Uniform	Uniforms worn by employees on the job at all times.	\$50 per employee, per occurrence.	□Yes □No □N/A	
5.	Training program	Document training of each employee.	\$250 per untrained employee.	□Yes □No □N/A	

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through H, inclusive, of this Contract (Exhibits A-H) and this PRS, Exhibits A-H shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-H, to clarify Performance Requirements, or to monitor of any part of this Contract.

	Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
6.	Maintain Knowledge of Safety Requirements	Completion of training of all accepted standards for safe practices related to the work.	\$50 per employee, per occurrence.	□Yes □No □N/A	
D. SI	JPERVISOR/MANAGERS				
1.	Change in Project Manager	Contractor shall notify the County in writing of any change in name or address of the Project Manager.	\$50 per occurrence.	□Yes □No □N/A	
2.	Respond to Complaints, Requests, and Discrepancies	Respond within the time frame outlined in the Contract.	\$50 per complaint not responded to within the time frame outlined in the specifications.	□Yes □No □N/A	
3.	After Hours Emergency to Shut Off Water	Contractor shall respond to requests received from Public Works pertaining to waterline breaks requiring an emergency response to shut off water or turn off irrigation system.	\$50 per occurrence.		
4.	Makes Site Inspections	Contractor or experienced personnel shall inspect landscape areas after maintenance has been completed. Areas shall also be inspected for disease, insect infestation or irrigation problems.	\$50 per occurrence.	□Yes □No □N/A	

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through H, inclusive, of this Contract (Exhibits A-H) and this PRS, Exhibits A-H shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-H, to clarify Performance Requirements, or to monitor of any part of this Contract.

	Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
5.	. Competent Supervisory Staff	Responsiveness to complaints and requests; maintain good work records, and acceptable level of service.	\$50 per occurrence; possible suspension.	□Yes □No □N/A	
6.	Provide Adequate Supervision and Training	Contract specifications met.	\$50 per occurrence; possible suspension.	□Yes □No □N/A	
7.	Project Safety Official	Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices.	\$100 per occurrence.	□Yes □No □N/A	
8.	On-Site Supervisors Speak, Read, Write, and Understand English	On-site supervisor can communicate in English with County Contract Manager.	\$50 per day for use of non-English-speaking supervisor; possible suspension.	□Yes □No □N/A	
E. C	ONTRACT ADMINSTRATION				
1.	Insurance Certifications	Certifications submitted before implementation of contract and on a timely basis there-after.	\$100 per day; work/contract; possible suspension; possible termination for default of contract.	□Yes □No □N/A	
2.	. Record Retention & Inspection/Audit Settlement	Maintain all required documents as specified in contract.	\$200 per occurrence.	□Yes □No	

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through H, inclusive, of this Contract (Exhibits A-H) and this PRS, Exhibits A-H shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-H, to clarify Performance Requirements, or to monitor of any part of this Contract.

R	equired Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
				□N/A	
	Use of Subcontractor without Approval and/or Authorization	Obtain County's written approval prior to subcontracting any work.	\$500 per occurrence; possible suspension; possible termination for default of contract.	□Yes □No □N/A	
4. 1	License and Certification	All license and certifications required to perform the work, if any.	\$100 per day; possible suspension; possible termination for default of contract.	□Yes □No □N/A	
5. /	Assignment and Delegation	Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County.	\$200 per day the County is not informed of this change; possible suspension; possible termination for default of contract.	□Yes □No □N/A	
6. \$	Safety Requirements	Comply with all applicable State of California Occupational Safety and Health Administration (Cal/OSHA).	\$200 per occurrence; possible suspension.	□Yes □No □N/A	

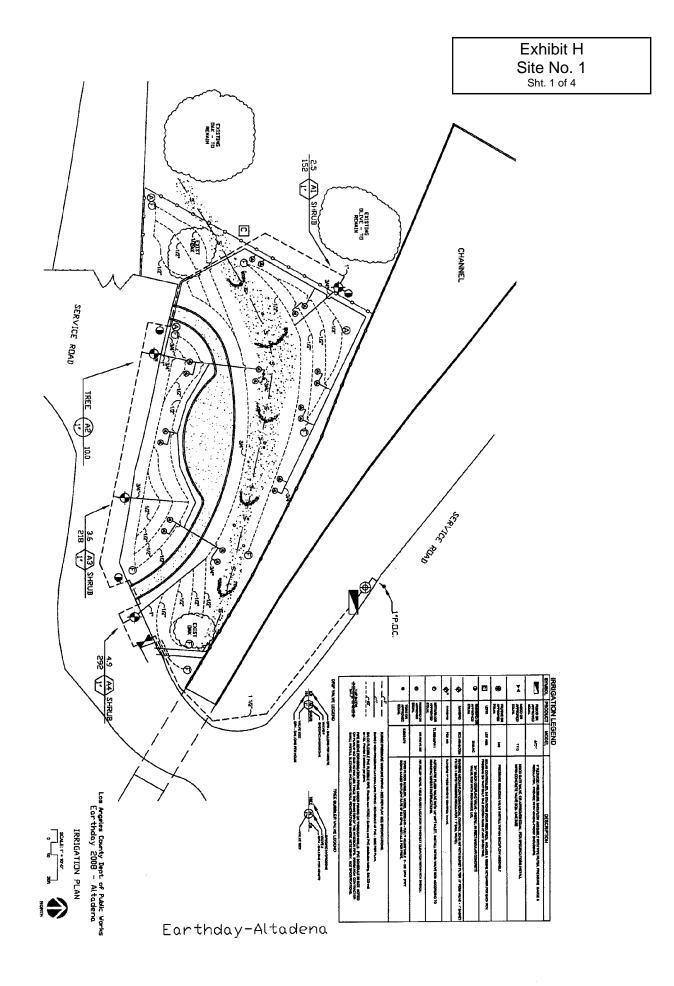
Exhibit G.1: Bid Submission Instructions

See RFSQ for Landscape and Grounds Maintenance Services (2014-SQPA001 - Formerly 2014-PA039) and Addenda 1-5 for the above Exhibit that is incorporated here by reference.



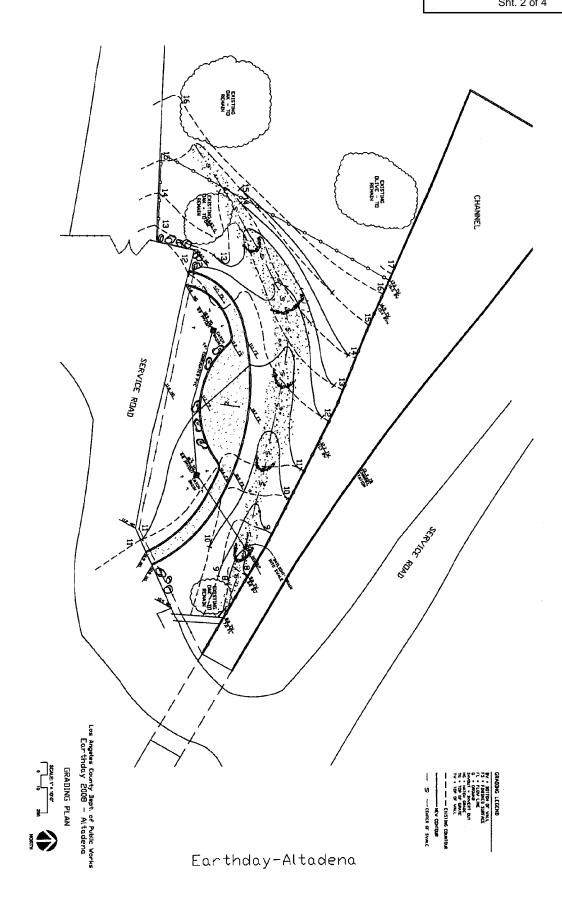
Map prepared by Jiezhen Wu ( lvy)

Date: 8/13/2020

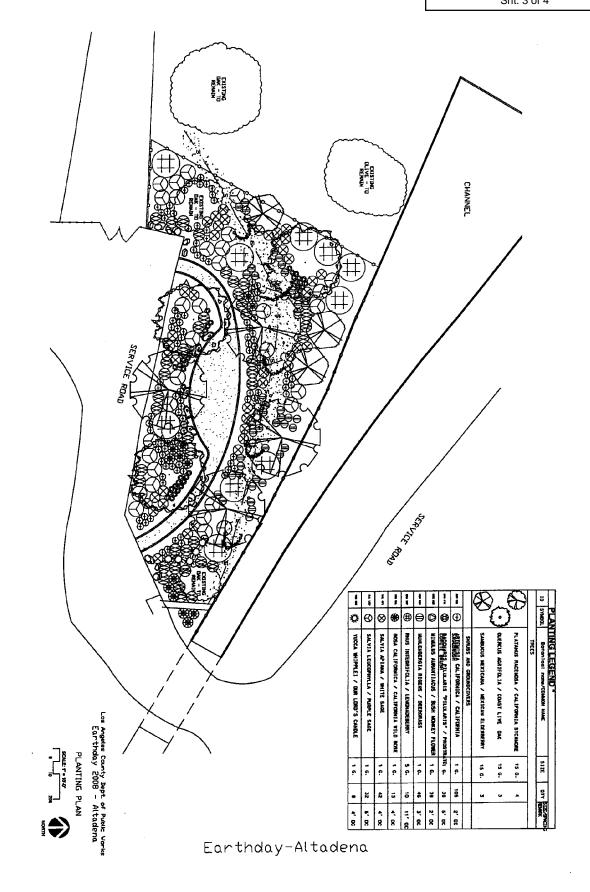


#### Exhibit H Site No. 1 Sht. 2 of 4

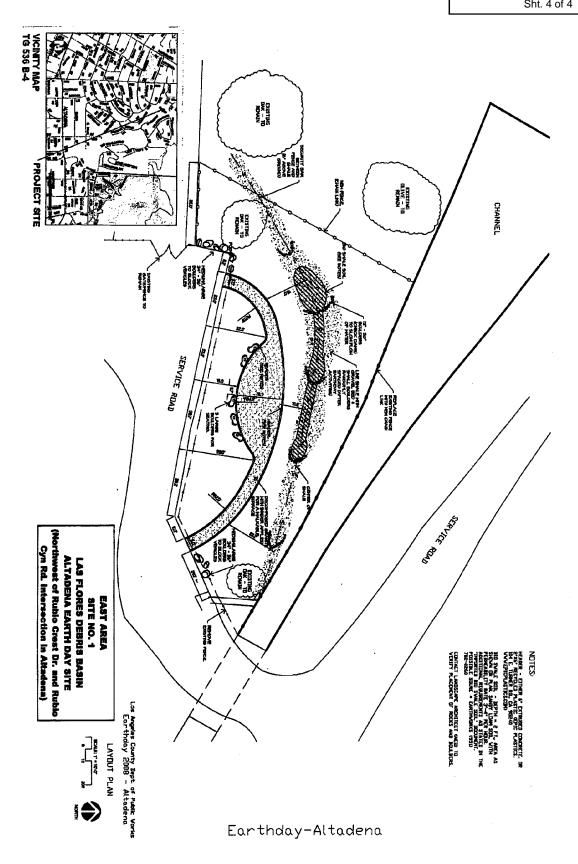
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#### Exhibit H Site No. 1 Sht. 3 of 4



#### Exhibit H Site No. 1 Sht. 4 of 4



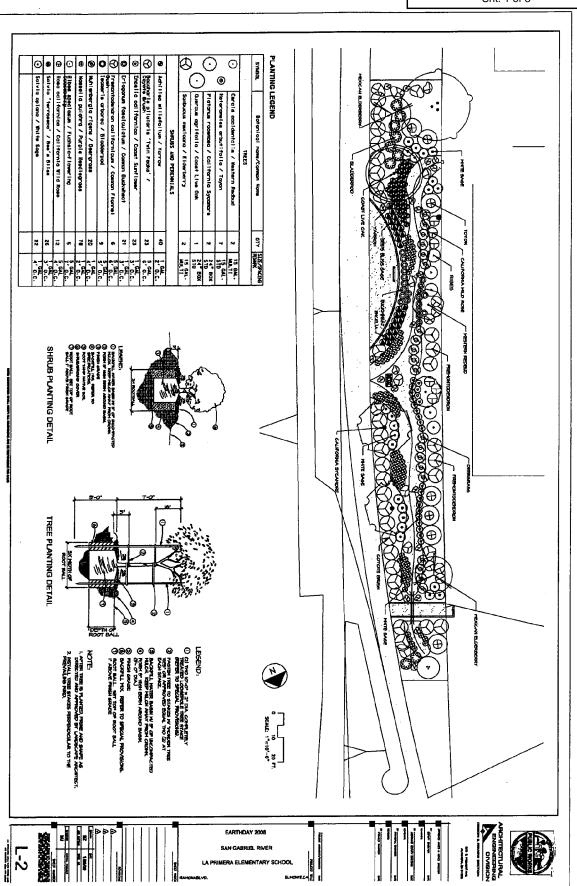
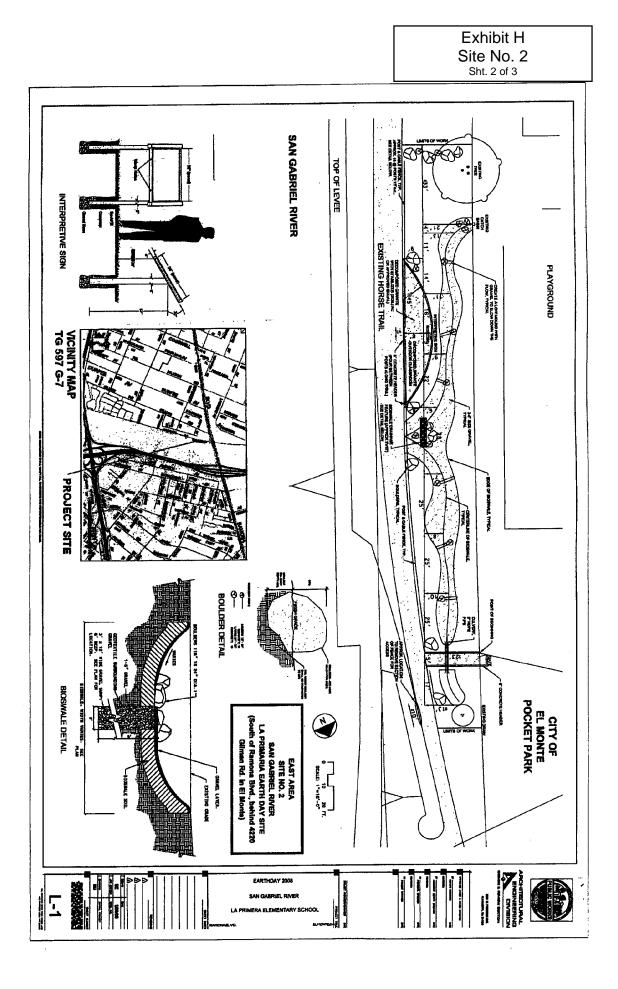
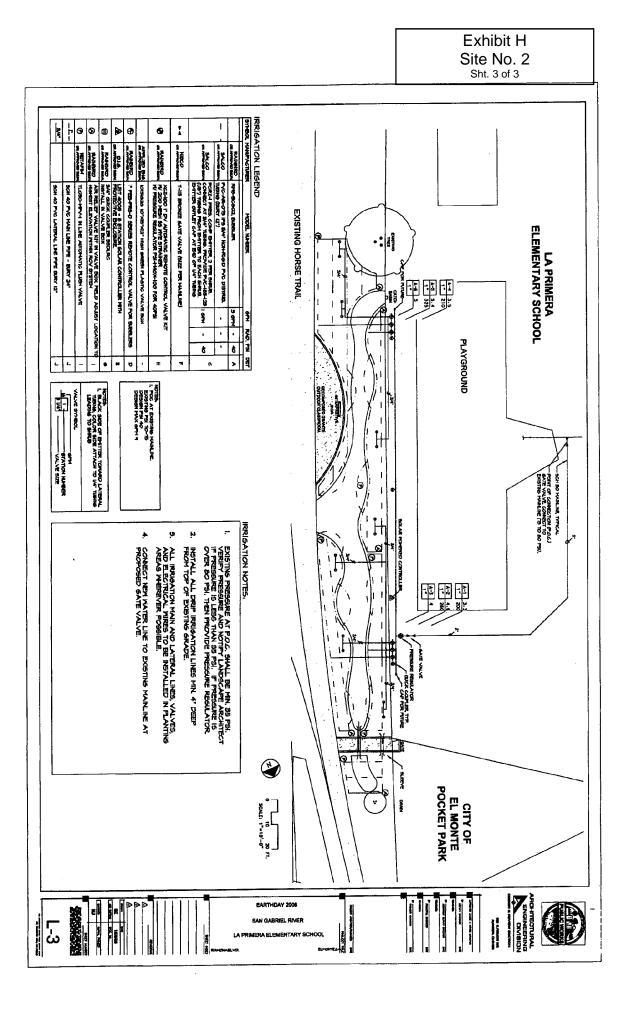
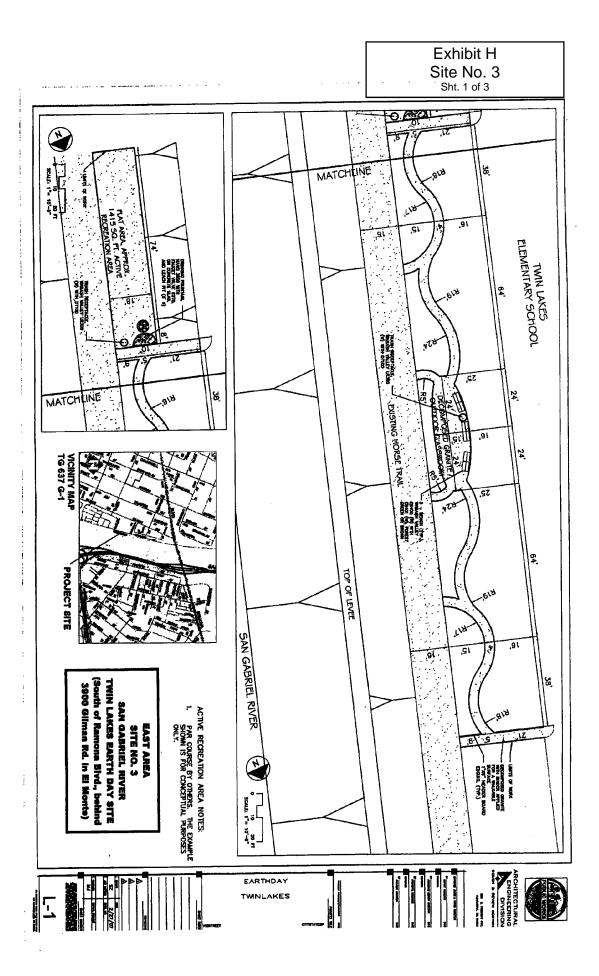


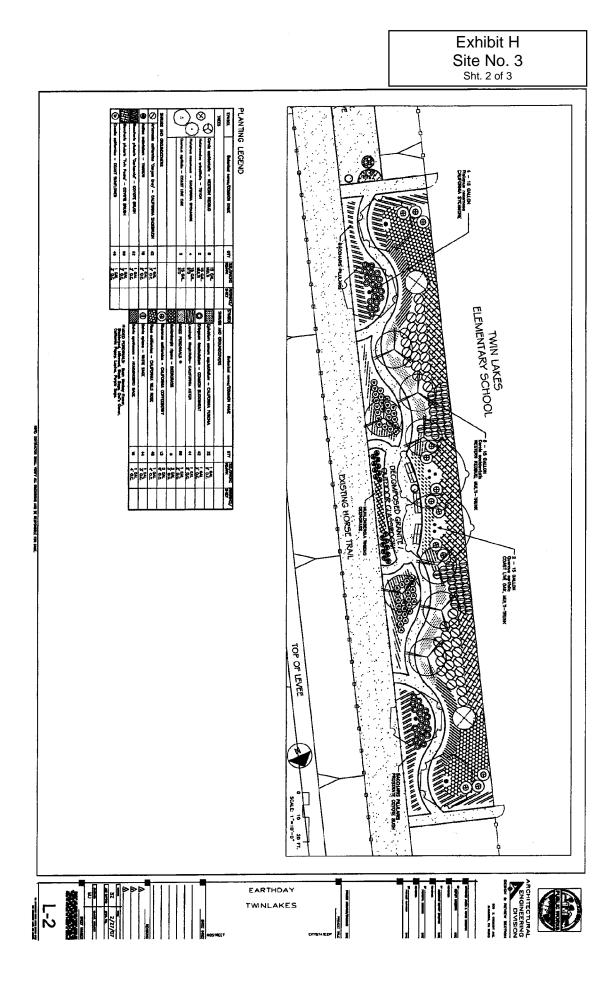
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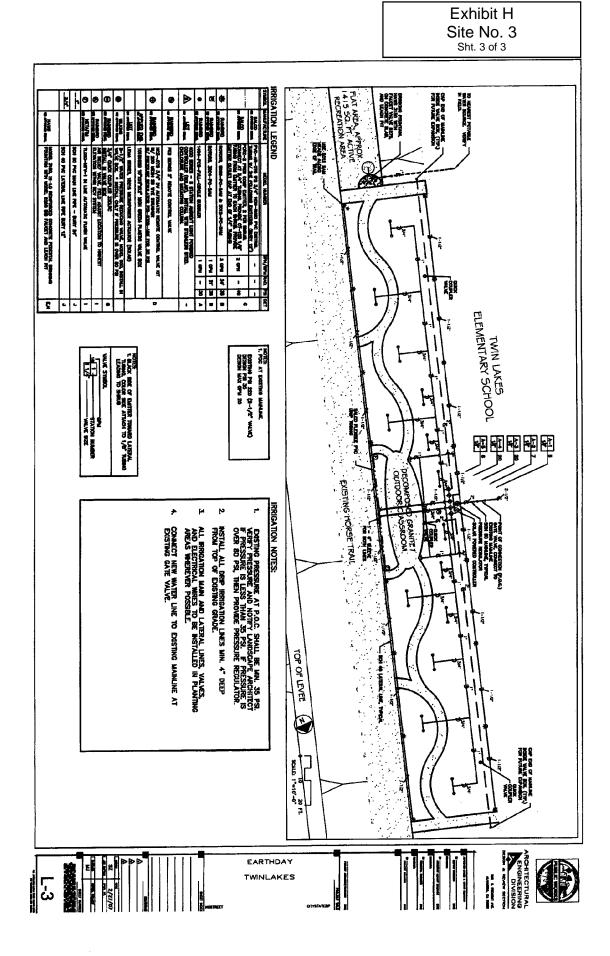
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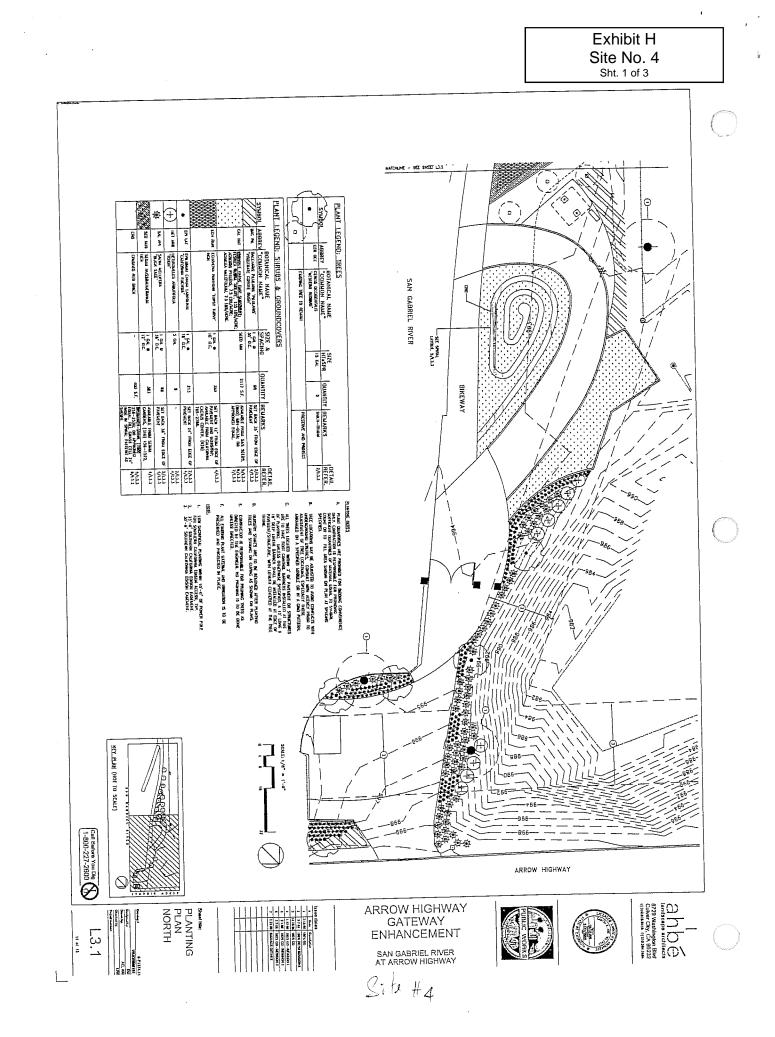


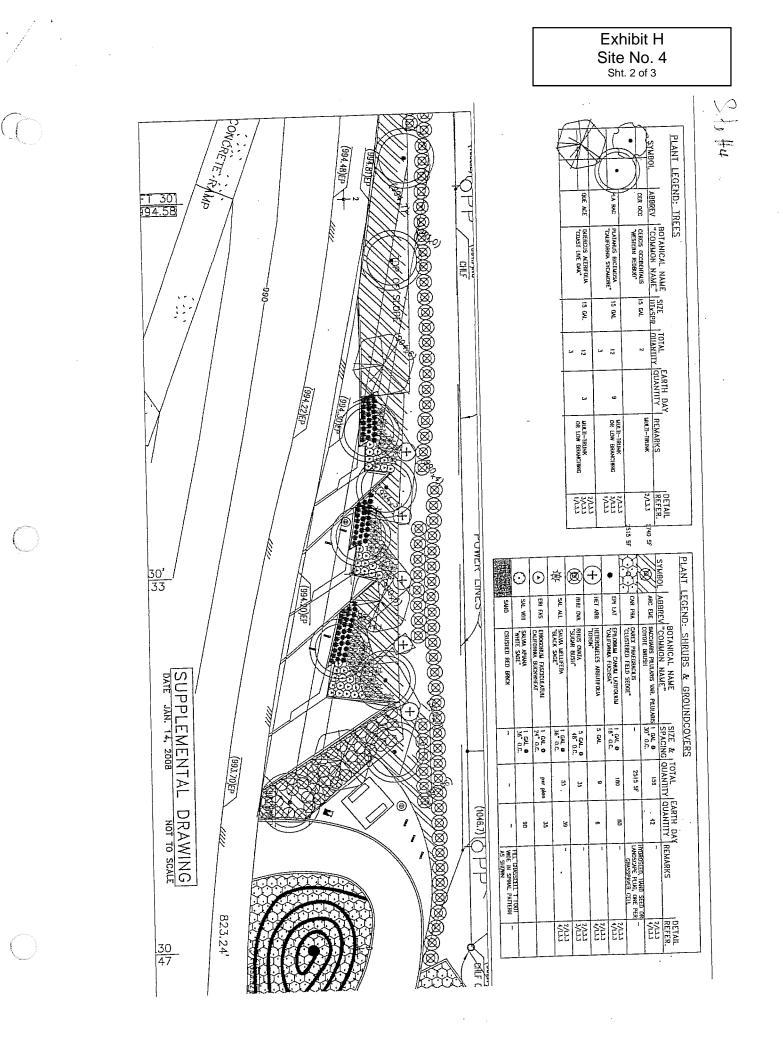




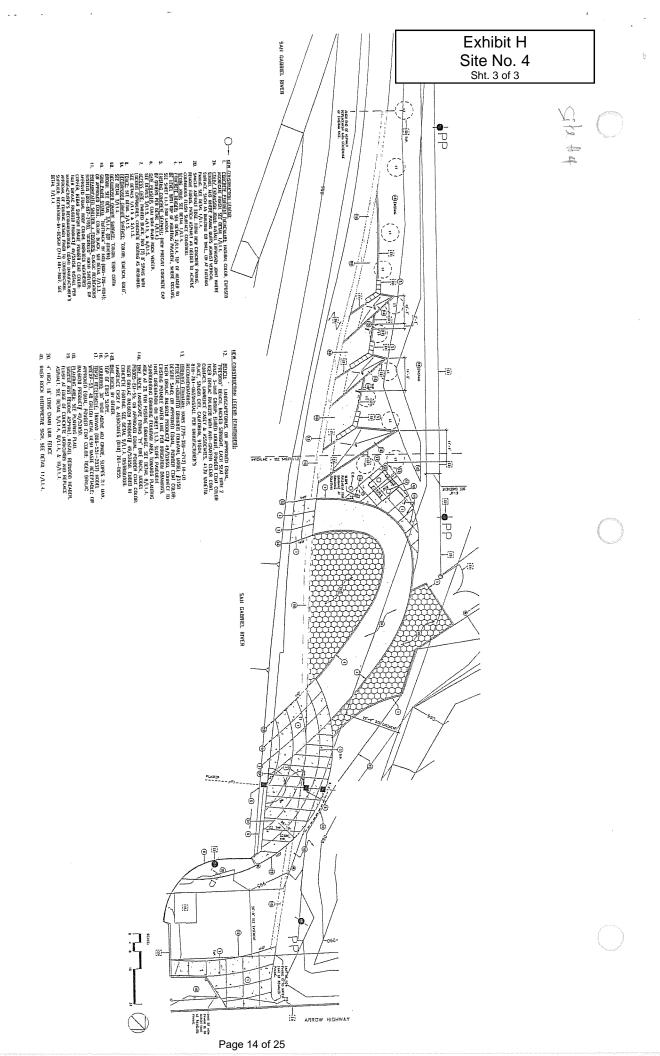


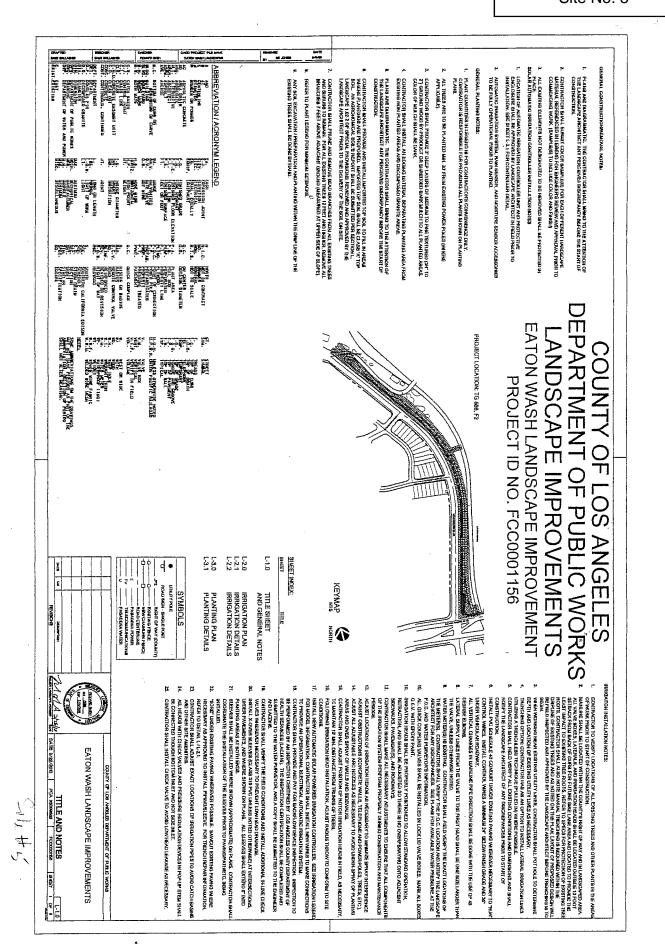


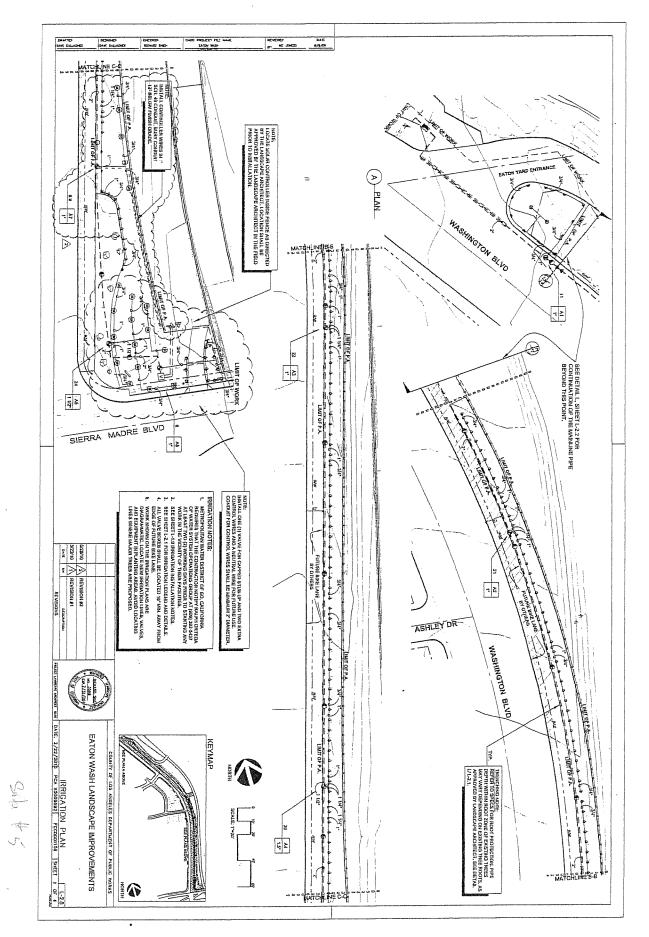


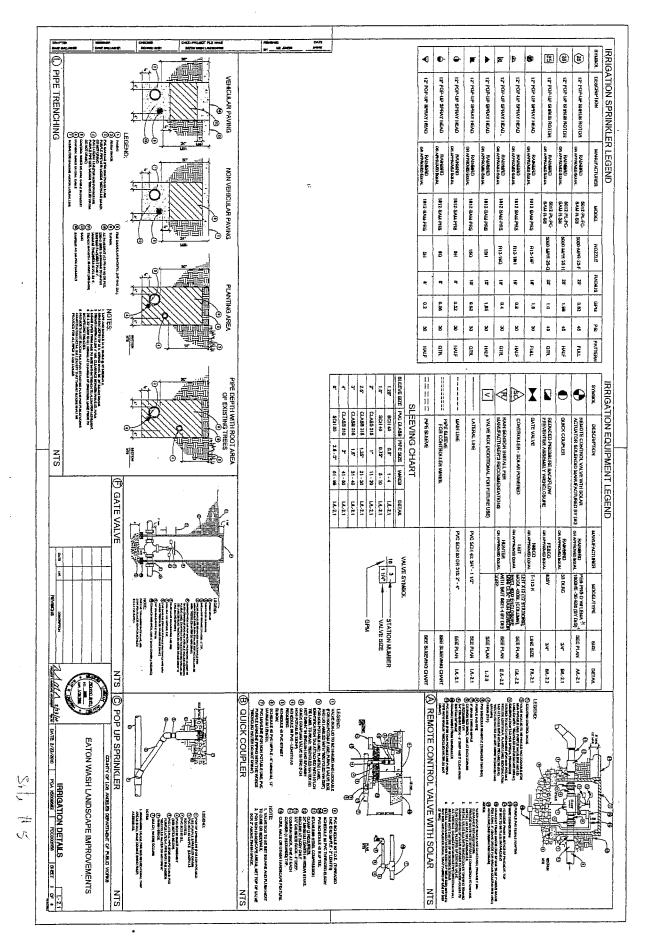


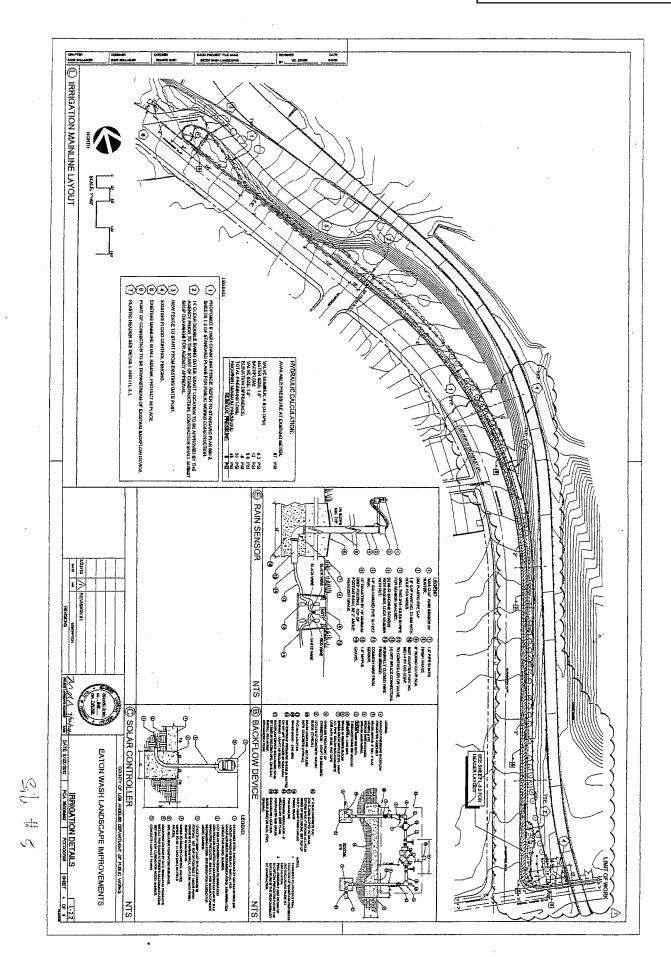
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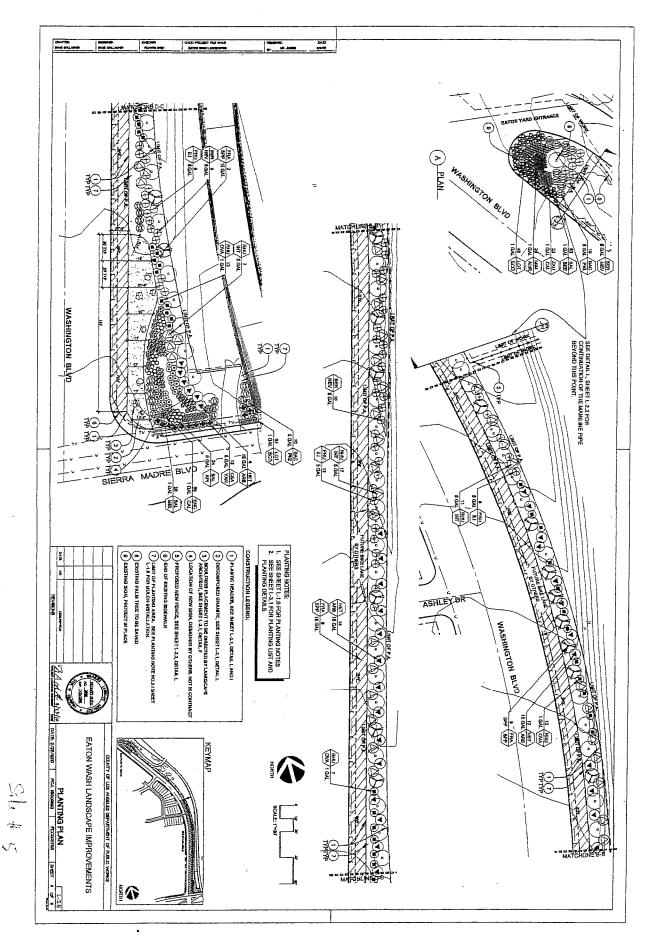


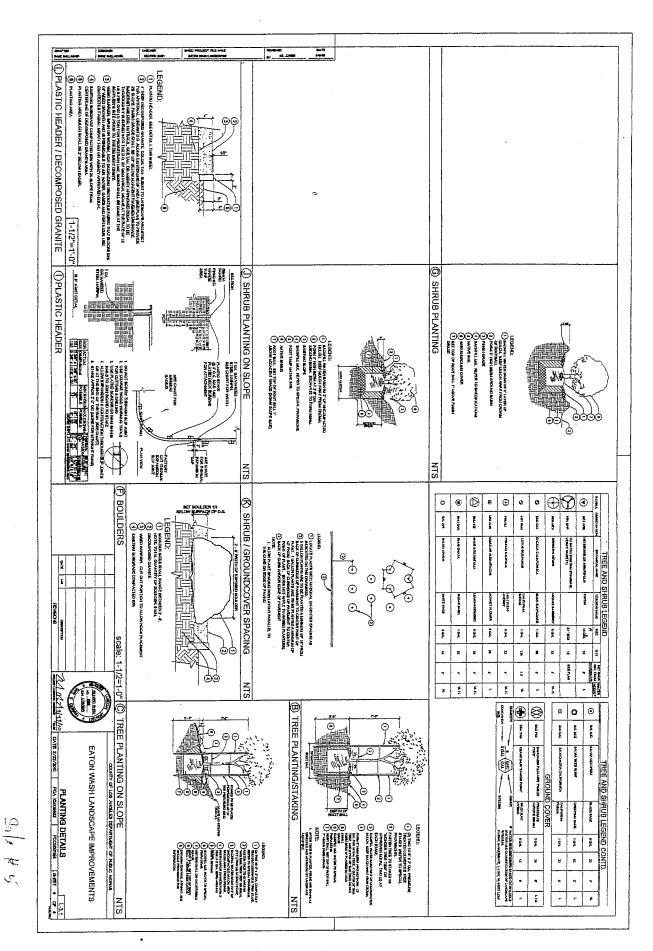




# Exhibit H

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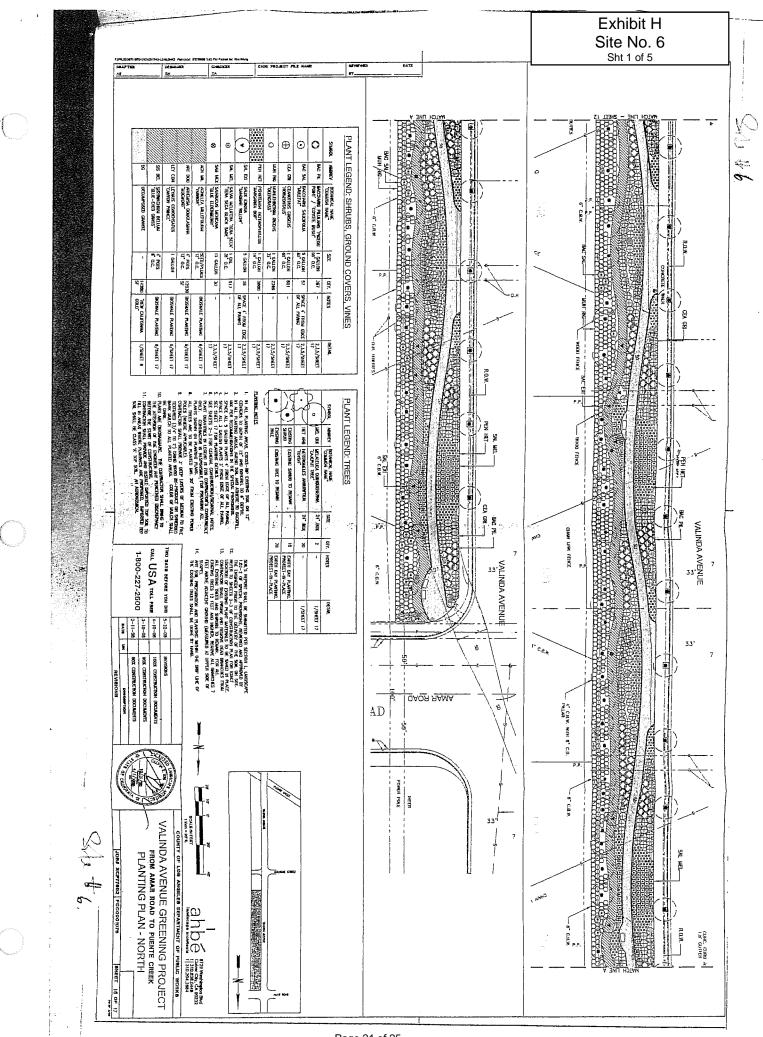


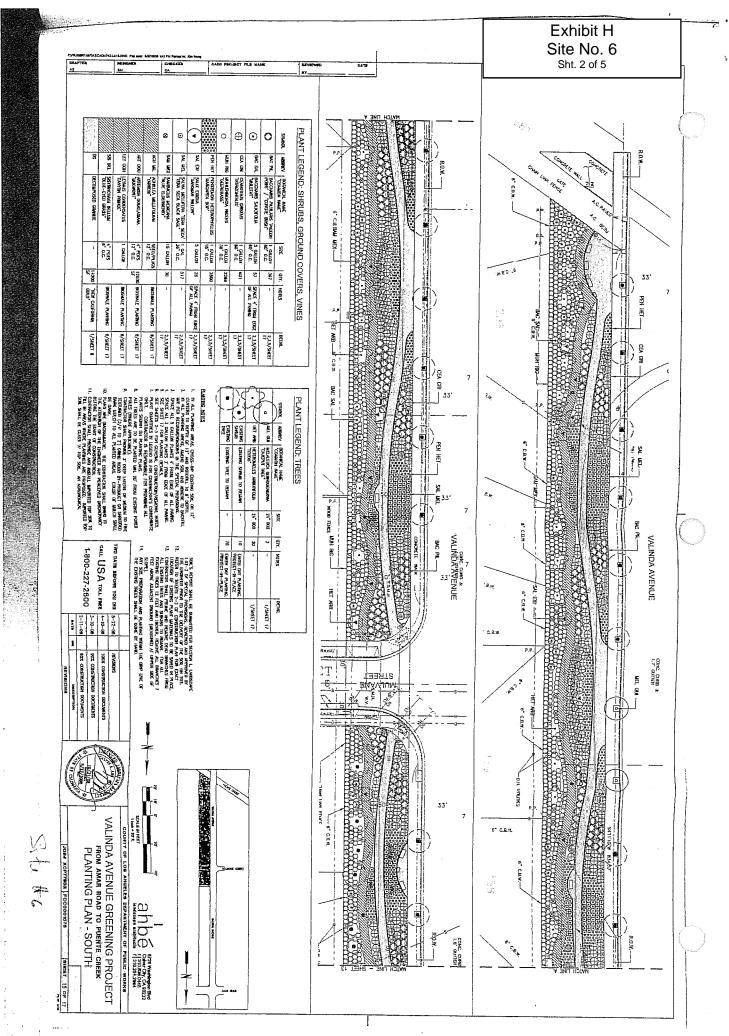


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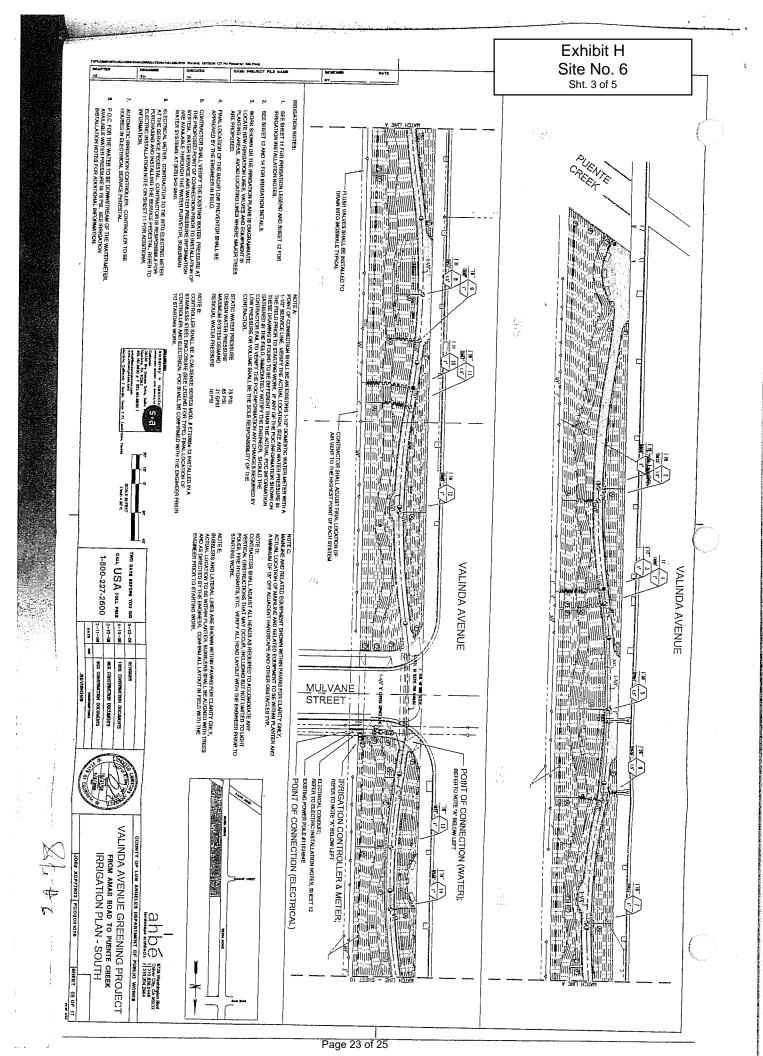
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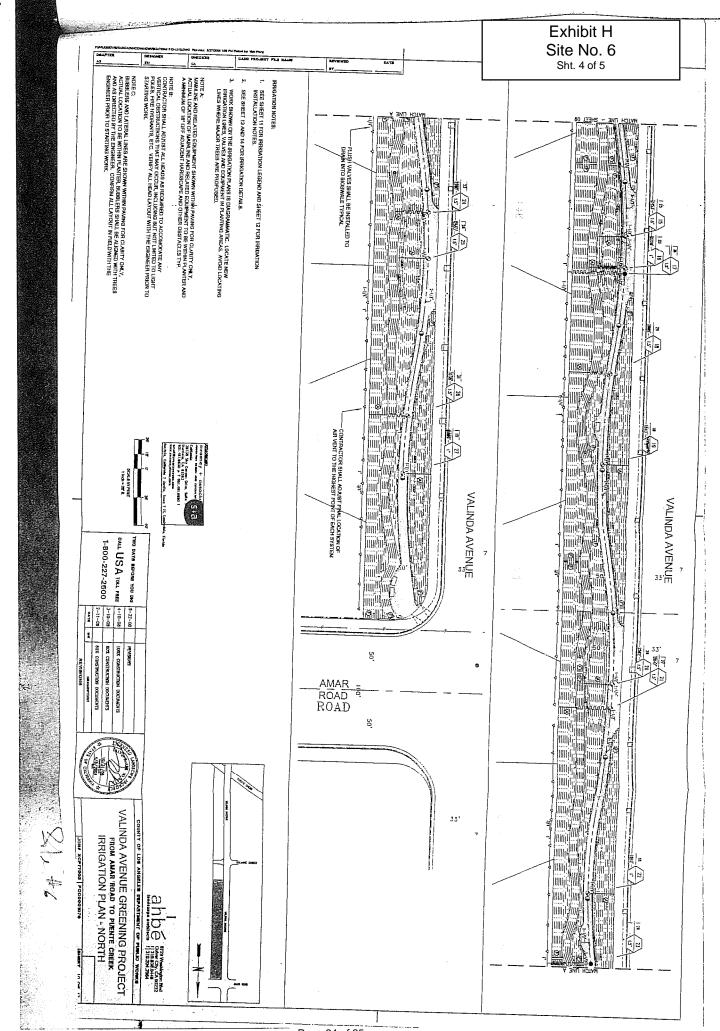
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