



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

**REQUEST FOR PROPOSALS
LANDSCAPE AND GROUND MAINTENANCE SERVICES
LANDSCAPING AND LIGHTING ACT DISTRICTS**

**WEST CREEK AREA ZONES
1A, 1B, 68 & 69**

**RUSS GUINEY, DIRECTOR
AUGUST 2010**

**PROPOSALS DUE: SEPTEMBER 30, 2010 @ 12:00 P.M.
301 North Baldwin Ave. Arcadia, CA 91007-2697**

RFP# DPR- SD001-10

**Prepared by Contracts, Golf and Special Districts Division
Available on the internet at**

http://lacounty.info/doing_business/main_db.htm

"Creating Communities Through People, Parks and Programs"

1.0	INTRODUCTION	1
1.1	Purpose	1
1.2	Background.....	3
1.3	Overview of Solicitation Documents	5
1.4	Terms and Definitions	6
1.5	Minimum Mandatory Requirements	6
1.6	County Rights & Responsibilities	8
1.7	Contract Term.....	8
1.8	Days of Operation	8
1.9	Contract Rates	8
1.10	Contact with County Personnel.....	10
1.11	Option to Reject Proposals	10
1.12	Protest Process	10
1.13	Final Contract by Board of Supervisors	11
1.14	Conflict of Interest	12
1.15	Consideration of Gain/Grow Participants for Employment	12
1.16	Sparta.....	12
1.17	Transitional Job Opportunities Preference Program	13
1.18	Notification of Pending Acquisitions/Mergers by Proposing Company.....	14
1.19	County Policy on Doing Business with Small Business	14
1.20	Local Small Business Enterprise Preference Program	14
1.21	County's Quality Assurance Plan	15
1.22	Federal Earned Income Credit	16
1.23	Gratuities	16
1.24	Indemnification and Insurance	17
1.25	Injury & Illness Prevention Program	17
1.26	Background and Security Investigations	17
1.27	Independent Contractor Status and Confidentiality	17
1.28	Jury Service Program	17
1.29	Living Wage Program	19

TABLE OF CONTENTS

1.30	Mandatory Requirement to Register on County's WebVen	23
1.31	Notice to Proposer's Regarding the Public Records Act	23
1.32	Notice to Proposer's Regarding the County Lobbyist Ordinance	24
1.33	Proposer's Adherence to County's Child Support Compliance Program	24
1.34	Proposer Debarment	25
1.35	Proposer Responsibility	27
1.36	Recycled Bond Paper	29
1.37	Safely Surrendered Baby Law	29
1.38	Defaulted Property Tax Reduction Program.....	29
2.0	PROPOSAL SUBMISSION REQUIREMENTS	31
2.1	County Responsibility	31
2.2	Truth and Accuracy of Representations.....	31
2.3	RFP Timetable.....	31
2.4	Solicitation Requirements Review	32
2.5	Proposal Withdrawals	33
2.6	Proposer's Questions	33
2.7	Submission for Exemption to Living Wage Program	34
2.8	Mandatory Proposer's Conference and Site Visits.....	35
2.9	Preparation of the Proposal	35
2.10	Business Proposal Format.....	35
2.11	Cost Proposal Format.....	47
2.12	Proposal Submission	48
3.0	SELECTION PROCESS AND EVALUATION CRITERIA.....	50
3.1	Selection Process	50
3.2	Adherence to Minimum Mandatory Requirements.....	50
3.3	Disqualification Review	51
3.4	Business Proposal Evaluation and Criteria	51
3.5	Cost Proposal Evaluation Criteria	53
3.6	Labor Law/Payroll Violations.....	54
3.7	Department Proposed Contractor Selection Review.....	54
3.8	County Review Panel Process.....	55

APPENDICES

APPENDIX A: SAMPLE CONTRACT

APPENDIX B: STATEMENT OF WORK

APPENDIX C: REQUIRED FORMS

- Exhibit 1. Proposer's Organization Questionnaire/Affidavit
- Exhibit 2. Proposer's Reference for Similar Services
- Exhibit 3. Proposer's Public Entity Client Reference
- Exhibit 4. Proposer's List of Terminated Contracts
- Exhibit 5. Certification of No Conflict of Interest
- Exhibit 6. Familiarity of the County Lobbyist Ordinance Certification
- Exhibit 7. Community Business Enterprise (CBE) Program
- Exhibit 8. Proposer's Equal Employment Opportunity Certification
- Exhibit 9. Attestation of Willingness to Consider Gain/Grow Participants
- Exhibit 10. Proposer's Employee Jury Service Program Application for Exception and Certification Form
- Exhibit 11. Certification of Compliance, Employee Notification of Federal EIC
- Exhibit 12. Valid License/Permit Documents
- Exhibit 13. Transitional Job Opportunities Preference Application
- Exhibit 14. Pricing and Billing Schedule and Performance Frequencies
- Exhibit 15. Unit Price List
- Exhibit 16. Certification of Independent Price Determination and Acknowledgement of RFP Restrictions
- Exhibit 17. Proposer's Budget Worksheet and Narrative
- Exhibit 18. Proposer's Employee Benefit Survey Form
- Exhibit 19. Living Wage Acknowledgement & Statement of Compliance
- Exhibit 20. Living Wage Labor/Payroll Debarment History
- Exhibit 21. Proposer's Living Wage Declaration
- Exhibit 22. Living Wage Application for Exemption
- Exhibit 23. Proposer's Staffing Plan
- Exhibit 24. Default Property Tax Reduction Program

APPENDIX D: TECHNICAL EXHIBITS

APPENDIX E: COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS

APPENDIX F: DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE

APPENDIX G: IRS NOTICE 1015/ EMPLOYEE EARNED INCOME CREDIT

APPENDIX H: CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM

APPENDIX I: LIVING WAGE ORDINANCE

TABLE OF CONTENTS

APPENDIX J: GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR
LAW/PAYROLL VIOLATIONS

APPENDIX K: LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES
COUNTY

APPENDIX L: SAFELY SURRENDERED BABY LAW

APPENDIX M: SOLICITATION REQUIREMENTS REVIEW

APPENDIX N: LOCAL SMALL BUSINESS ENTERPRISE (LOCAL SBE)
ORDINANCE.

APPENDIX O: DEFAULT PROPERTY TAX REDUCTION ORDINANCE

1.0 INTRODUCTION

1.1 Purpose

The Los Angeles County Parks and Recreation Department is issuing this Request for Proposal (RFP) to solicit bids for a contract with a Contractor who can provide landscape and ground maintenance services for Zones 1A, 1B, 68 & 69. Interested and qualified landscape and ground maintenance contractors who have successfully demonstrated their ability to provide similar services at comparable facilities in accordance with the *Statement of Work (Appendix B)* and meet the minimum requirements as stated in Section 1.5 of this RFP are invited to submit proposals. The requested landscape and ground maintenance services shall include but not be limited to:

- **Turf Management:** Maintenance of turf to include but not be limited to mowing, edging, seeding, fertilization, aeration, and turf renovation.
- **Shrub Management:** Maintenance of shrub areas to include but not be limited to pruning, trimming, fertilization, and planting.
- **Management of Annual and/or Perennial Plant Areas:** Maintenance of annual and/or perennial plants to include but not be limited to trimming, fertilizing and the installation.
- **Management of Irrigation System:** Maintenance of irrigation systems to include but not be limited to irrigating areas by electrically controlled automatic and/or manual systems, hand watering, bleeding of valves during emergencies, maintenance and certification of backflow prevention devices, repair/replacement of automatic (RCV) and/or manual valves (gate, globe, etc.) including re-piping if necessary, replacement of broken lateral/main irrigation lines and risers, replacement of sprinkler heads, servicing controllers, and the installation of the necessary software programs to monitor and manage a Calsense Water Management System.
- **Weed and Disease Control:** Management of landscape areas for the provision of weed and disease control within the district boundaries.

- **Pest Control:** Service limited to notifying the Director when activity of ground squirrels, gophers, and other burrowing rodents are evident, and the filling of holes to prevent moisture runoff entering the holes.
- **Management of Trees:** Maintenance of trees to include but not be limited to appropriate pruning for safety, fertilization, and replacement of tree stakes and ties.
- **Oak Trees:** The Los Angeles County, Oak Tree Ordinance has been established to recognize oak trees as significant historical, aesthetic and ecological resources. Maintenance of Oak Trees including watering, pruning and mulching are specified in the *Statement of Work* (Appendix B) (B – 10), Oak Tree Management and Maintenance Requirements.
- **Management of Appurtenant Structures:** The provision of labor for graffiti eradication and control; and the repair of walkways, pumps, walkway lighting systems and the necessary maintenance of any appurtenant structures and equipment located within the District boundaries as identified in the *Statement of Work (Appendix B)*, of the attached RFP.
- **Fire Protection:** Maintenance of fire protection slope areas as required by and pursuant to the Los Angeles County Forester and Fire Warden guidelines.
- **Reports:** Provide the necessary certifications and/or reports as provided for in the *Sample Contract (Appendix A)* and *Statement of Work (Appendix B)*.

The successful Proposer shall be responsible for all services and required documents identified in the *Sample Contract (Appendix A)* and in the *Statement of Work (Appendix B)*, of this RFP. The Proposer is responsible for making all necessary investigations and examinations of documents, operations, and premises affecting performance of the proposed landscape and grounds maintenance contract. Failure to do so will not act to relieve any conditions of the sample contract or specifications that are required in these documents. It is

mutually agreed that the submission of a proposal shall be considered conclusive evidence that the Proposer has made such investigations and examinations.

1.2 Background

The Department is responsible for the maintenance of approximately forty four (44) landscaping and lighting act district zones as provided for in the Landscape and Lighting District Act of 1972. These zones are currently being maintained by the private sector pursuant to various landscape and ground maintenance contracts.

West Creek Area Zones:

1) Zone 1A “County Valencia Area-Wide LLAD No. 1, Annexation A”:

(Center medians along Copper Hill Dr. between Decoro Dr. and Avenida Rancho Tesoro) This area consists of approximately 0.93 acres of planted center medians, irrigated by a subterranean drip system, which was built in 2007, and approximately 0.50 acres of stamped concrete borders. The irrigation system consists of 3 controllers, 3 backflows and 34 valves. There are approximately 126 small size ornamental *Koelreuteria paniculata* (“Golden Rain”) trees.

2) Zone 1B “County Valencia Area-Wide LLAD NO. 1, Annexation B”:

(Center medians along Whites Canyon Road south of Heller Circle)

This area consists of approximately 0.24 acres of planted center median that is landscaped with shrubs, groundcover, and approximately 34 small size *Pyrus calleryana* trees. There are 0.20 acres of stamped concrete. The irrigation system, which was refurbished in 2008, consists of 1 controller, 1 backflow, 10 RCV’s and subterranean drip system throughout the entire median except for the trees. The trees are irrigated by a bubbler system which has a total of 68 heads.

3) Zone 68 (West Creek Copper Hill Village) LLAD No. 4:

This area consists of approximately 0.92 acres of turf and 1.18 acres of planted slopes and flat areas (conventional irrigation), 6.04 acres planted slopes and flat areas (point irrigation), 0.01 acres of shrubs and groundcover (subterranean irrigation), 3.47 acres of fire protection areas,

18.37 acres of natural areas, 1,375 linear feet of vinyl fencing, 2,750 linear feet of v-ditches and 32,440 square feet of sidewalks. The irrigation system, built in 2007, currently has 3 controllers, #82, #83 and #85. When Controllers #81 and #84 are built out, there will be 5 controllers, 5 backflows and approximately 95 valves, and 6,339 sprinkler heads. Controllers #86, #87, and #88 are not yet built and are being considered temporary irrigation. There will be approximately 178 small size ornamental trees and 147 small size non-specimen oak trees. There will be approximately 89 small size, LA County Public Works, ornamental trees.

4: Zone 69 (West Creek Canyon Estates - Area B without Area A) LLAD 4:

This area consists of approximately 0.88 acres of turf and 3.12 acres of planted slope and flat areas (conventional irrigation), 10.54 acres of planted slopes and flat areas (point irrigation), and 0.08 acres of shrubs and groundcover (subterranean irrigation), 13.22 acres of fire protection areas, 22.25 acres of natural areas, 14,650 linear feet of v-ditches, 28,381 square feet of sidewalks, 31,500 square feet of D.G. path areas, and 880 linear feet of vinyl fencing. The irrigation system, built in 2007, currently has 7 controllers (#31, #41, #49, #51, #57, #59, and #60), 7 backflows, and approximately 141 valves, and 8,838 sprinkler heads. The parts of Area B not yet built out, (#34, #38, and #39) will consist of 3 additional controllers, 3 backflows, and approximately 58 valves, and 2,496 sprinkler heads. There will be approximately 164 small size ornamental trees and 188 small size non-specimen oak trees. There will also be approximately 94 small size, LA County Public Works, ornamental trees.

1.3 Overview of Solicitation Document

This RFP is composed of the following parts:

- **INTRODUCTION:** Specifies the Proposer's minimum requirements, provides information regarding some of the requirements of the Contract and explains the solicitation process.
- **PROPOSAL SUBMISSION REQUIREMENTS:** Contains instructions to Proposers in how to prepare and submit their proposal(s).
- **SELECTION PROCESS AND EVALUATION CRITERIA:** Explains how the proposals will be selected and evaluated.
- **APPENDICES:**
 - **A - SAMPLE CONTRACT:** Lists the terms and conditions in the Contract.
 - **B - STATEMENT OF WORK:** Explains in detail the Statement of Work to be performed by the Contract.
 - **C - REQUIRED FORMS:** Forms contained in this section must be completed and included in the proposal.
 - **D - TECHNICAL EXHIBITS:** Exhibits that accompany the Statement of Work.
 - **E - COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSNIESS:** County policy.
 - **F - DETERMINATION OF CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT:** County Code.
 - **G - IRS NOTICE 1015:** Provides information on Federal Earned Income Credit.
 - **H - JURY SERVICE ORDINANCE:** County Code.

- **I - LIVING WAGE ORDINANCE:** County Code.
- **J - GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/ PAYROLL VIOLATIONS:** Guidelines that will be used to determine whether the County will deduct evaluation points for labor/ law payroll violations.
- **K - LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY:** Contractors who are not allowed to contract with County for a specific length of time.
- **L - SAFELY SURRENDERED BABY LAW:** County program.
- **M - TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW:** County program.
- **N - LOCAL BUSINESS ENTERPRISE PREFERENCE PROGRAM:** County program.
- **O – DEFAULTED PROPERTY TAX REDUCTION PROGRAM PROGRAM:** County program.

1.4 Terms and Definitions

Throughout this RFP, references are made to certain persons, groups or departments/ agencies. For convenience, a description of specific definitions can be found in the *Sample Contract (Appendix A, Paragraph 2.0)*, Definitions.

1.5 Minimum Mandatory Requirements

Interested and qualified Proposers that can demonstrate their ability to successfully provide the required landscape and ground maintenance services outlined in the *Statement of Work (Appendix B)*, of this RFP are invited to submit proposal(s) provided they meet the following minimum requirements:

- 1.5.1 The Proposer must have a minimum of two (2) years of experience within the last five (5) years providing landscape maintenance services similar in nature and scope as described in the *Statement of Work (Appendix B)*, of the attached RFP.

- 1.5.2 The Proposer must possess and shall include a copy of the following licenses as a part of their proposal submission:
- C-27 Landscape Contractor's License.
 - Los Angeles Agricultural Commission's Registration Permit.
 - Agricultural Pest Control Business License.
 - Pest Control Advisor's License, Categories D and E.
 - Qualified Applicator's License, Category B.
- Note:** The Proposer may subcontract the Pest Control Advisor and Applicator's Services. However, if the Proposer subcontracts either of these services, they must include, as a part of the proposal submission, the required license with appropriate categories for each subcontractor for review and approval by the County. In addition, during the term of the contract, the Proposer shall inform the County thirty (30) days in advance of any changes to the subcontractor's status.
- 1.5.3 The Proposer must comply with the County's Child Support Compliance Program. (Reference Sub-paragraph 1.33 in this Section).
- 1.5.4 The Proposer must respond positively to a willingness to consider hiring GAIN/GROW participants. (Reference Sub-paragraph 1.15 in this Section).
- 1.5.5 The Proposer must certify its intent to comply with the County's Jury Service Program. Reference Sub-paragraph 1.28 in this Section).
- 1.5.6 The Proposer must declare its intent to comply with the County's Living Wage Program. (Reference Sub-paragraph 1.29 of this Section).
- 1.5.7 The Proposer shall describe the approach as provided for in the Proposal Submission Requirements, and Paragraph 2.10.4, Proposer's Approach to Required Services.
- 1.5.8 The Proposer must comply with the RFP format and requirements set forth in the Proposal Submission Requirements, Section 2.0, of this RFP when submitting its proposal.
- 1.5.9 Proof of Insurability - A letter of commitment from an insurance company, acceptable to the Department, setting forth that adequate insurance coverage (\$2,000,000 single limit for liabilities and as further described in the attached

Agreement) will be available at the time of the award of contract. **Letters of intent from insurance brokers will not be considered acceptable.**

1.6 County Rights & Responsibilities

The County has the right to amend the RFP by written addendum. The County is responsible only for that which is expressly stated in the solicitation document and any authorized written addendum thereto. Such addendum shall be made available to each person or organization who attend the mandatory Proposer's Conference and Site Visits and provide to the County the required contact information. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the Proposal not being considered, as determined in the sole discretion of the County. The County is not responsible for, and shall not be bound by, any representations otherwise made by any individual acting or purporting to act on its behalf.

1.7 Contract Term

The recommended Contract term shall be for a period of two (2) years with three (3) one-year renewal options upon Board of Supervisors approval. The contract shall commence upon Los Angeles County Board of Supervisors approval or upon a Notice to Proceed by the Department unless terminated sooner or extended, in whole or in part, as provided in this contract.

1.8 Days of Operation

The Contractor shall be required to provide landscape maintenance services on the days of the week and during the hours provided for each zone in accordance with the *Statement of Work, (Appendix B)*.

1.9 Contract Rates

A Proposer must submit a specific proposal for an annual contract sum based upon the costs of providing the required services as identified in the *Sample Contract (Appendix A), Statement of Work (Appendix B) and Pricing and Billing Schedule and Performance Frequency (Appendix C, Exhibit 14), Required Forms*.

The Contractor's rates shall remain firm and fixed for the term of the Contract and any options exercised. Payment to Proposer will be made on a monthly

basis, in arrears, and only for services performed as identified above. It is the responsibility of the Proposer in calculating the proposal price to take into consideration the possible escalation of wages, material and other costs during the contract period. The Los Angeles County Board of Supervisors does not presume what future costs may be, or the rate of wages which may be necessary to pay employees of the Proposer in the performance of the required services. When applicable, the Proposer will be required to comply with the Prevailing Wage requirements established by the State Department of Industrial Relations for those employees who would be performing the work to be contracted. The requirements for Landscape Maintenance Laborer have been determined by the State Department of Industrial Relations *Technical Exhibits, State of California Prevailing Wage Determinations, (Appendix D)*.

The successful Proposer will be required to submit to the Department, on a monthly basis, the California Department of Industrial Relations Public Works Payroll Reporting Form for those employees who are performing the work at the contracted facility. Attached is a copy of this form which shall be completed in full *Technical Exhibits, Public Works Payroll Reporting Form, (Appendix D)*.

The contract (hourly, daily, monthly, etc.) amount may be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistic's Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the contract anniversary date, which shall be the effective date for any cost of living adjustment. However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries no cost of living adjustments will be granted *Sample Contract (Appendix A), Contract Sum, Paragraph 5.0*. Where the County decides to grant a cost of living adjustment pursuant to this paragraph for contract option years, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this contract) from the base upon which a

COLA is calculated, unless the contractor can show his/her labor cost will actually increase.

Note that in addition to the Prevailing Wage requirements above, the Proposer will be required to comply with the County's Living Wage Program as described hereinafter in Section 1.29

1.10 Contact with County Personnel

Any contact regarding this RFP or any matter relating thereto must be in writing and may be mailed, e-mailed or faxed as follows:

Los Angeles County
Department of Parks & Recreation
Contracts, Golf and Special Districts Division
Attention: Leon Keel
Contract Analyst - Contracts
301 North Baldwin Avenue, Arcadia, CA 91007
e-mail address: Lkeel@parks.lacounty.gov
Phone #: (626) 821-4661
Fax #: (626) 447-8573

1.11 Option to Reject Proposals

The Department may, at its sole discretion, reject any or all proposals submitted in response to this RFP. The Department shall not be liable for any costs incurred by the Proposer in connection with the preparation and submission of any proposal.

1.12 Protest Process

Under Board Policy No. 5.0555 (Service Contract Solicitation Protest), any prospective bidder/proposer may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Section 1.12.1 below. Additionally, any actual bidder/proposer may request a review of a disqualification or of a proposed contract award under such solicitation, as described respectively in Sections 1.12.1 below. Under any such review, it is the responsibility of the bidder/proposer challenging the decision of a County department to demonstrate that the department committed a sufficiently material

error in the solicitation, process to justify invalidation of a solicitation or a proposed contract award, as the case may be.

Throughout the review process, the County has no obligation to delay or otherwise postpone an award of contract based on a bidder/proposer protest. In all cases, the County reserves the right to make an award when it is determined to be in the best interest of the County of Los Angeles to do so.

Any actual or prospective Proposer may file a protest in connection with the solicitation or award of a Board-approved service contract. It is generally accepted that the Proposer challenging the decision of a County department bears the burden of proof in its claim that the department committed a sufficiently material error in the solicitation process to justify invalidation of a proposed award.

1.12.1 Grounds for Review:

Unless Federal or State statutes or regulations otherwise provide, the grounds for review of any solicitation for a Board-approved services contract provided for under Board Policy No. 5.055 (Services Contract Solicitation Protest) are limited to the following:

- Solicitation Requirements Review (Reference Sub-Paragraph 2.4 in this Section)
- Disqualification Review (Reference Sub-Paragraph 3.3 in this section)
- Department's Proposed Contractor Selection Review (Reference Sub-paragraph 3.7 in this section).

1.13 Final Contract by Board of Supervisors

Notwithstanding a recommendation by the Director, the Board of Supervisors retains the right to exercise its judgment concerning the selection of a proposal and the terms of any resultant agreement, and to determine which proposal best serves the interests of the County. The Board is the ultimate decision making body and makes the final decision to award, or not award, a contract.

1.14 Conflict of Interest

No County employee whose position in the County enables him/her to influence the selection of a Contractor for this RFP, or any competing RFP, nor any spouse of economic dependent of such employees, shall be employed in any capacity by a Proposer or have any other direct or indirect financial interest in the selection of a Contractor. Proposer shall certify that he is aware of and has read Section 2.180.010 of the Los Angeles County Code as stated in the *Certification of No Conflict of Interest (Appendix C, Exhibit 5), Required Forms*.

1.15 Consideration of GAIN/GROW Participants for Employment

As a threshold requirement for consideration for contract award, Proposers shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for that opening. Additionally, Proposers shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposers' employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Proposers who are unable to meet this requirement shall not be considered for contract award.

Proposers' shall complete and return the form, *Attestation of Willingness to Consider GAIN/GROW Participants (Appendix C, Exhibit 9), Required Forms* along with their proposal.

1.16 SPARTA Program

A County program, known as 'SPARTA' (Service Providers, Artisan and Tradesman Activities) may be able to assist potential Contractors in obtaining affordable liability insurance. The SPARTA Program is administered by the County's insurance broker, Municipality Insurance Services, Inc. For additional information, Proposers may call Municipality Insurance Services at (800) 420-0555, or can access their website directly at www.2sparta.com

1.17 Transitional Job Opportunities Preference Program

- 1.17.1** In evaluating bids (proposals), the County will give preference to businesses that are certified by the County as Transitional Job Opportunity vendors, consistent with Chapter 2.205 of the Los Angeles County Code.
- 1.17.2** A Certified Transitional Job Opportunity vendor is, and has been such for three (3) years, an entity: that is a non-profit organization recognized as tax exempt pursuant to section 501 (c) (3) of the Internal Revenue Services Code;
- 1.17.3** The entity shall set forth, under penalty of perjury, such information as requested by the County on either electronic or hand copy forms, along with their application form and three most recent annual tax return to the department with their bid response to the purchasing or contracting solicitation for which they are competing;
- 1.17.4** The entity has been in operation for at least one year providing transitional job and the related supportive services to program participants; and,
- 1.17.5** The entity provided a profile of their program a descriptive of their program components designed to assist program participants, number of past program participants, and any other information requested by a contracting department.
- 1.17.6** Transitional Job Opportunities vendors must request the preference in their solicitation response and may not receive the preference until their certification has been affirmed by the applicable department.
- 1.17.7** County will verify the Transitional Job Opportunity vendor certification prior to applying the preference.
- 1.17.8** Sanctions and financial penalties may apply to a vendor that knowingly and with intent to defraud seeks to obtain or maintain certification as a Transitional Job Opportunity Vendor.

1.18 Notification to County of Pending Acquisitions/Mergers by Proposing Company

The Proposer shall notify the County of any pending acquisitions/mergers of their company. This information shall be provided by the Proposer on “*Proposer’s Organization Questionnaire/Affidavit form*”, as set forth in *Required Forms (Appendix C, Exhibit 1)*. Failure of the vendor to provide this information may eliminate its proposal/bid from any further consideration.

1.19 County Policy on Doing Business with Small Business

1.19.1 The County has multiple programs that address Small Businesses. The Board of Supervisors encourages small business participation in the County’s contracting process by constantly streamlining and simplifying our process and expanding opportunities for small businesses to compete for our business.

1.19.2 The Local Small Business Enterprise Preference Program requires the Company to complete a certification process. This program and how to obtain certification are further explained in Sub-paragraph 1.20 of this Section.

1.19.3 The Jury Service and Living Wage Programs, provide exceptions to the Programs if a company qualifies as a Small Business. It is important to note that each Program has a different definition for Small Business. You may qualify as a Small Business in one Program but not the other.

Further explanation of these two Programs is provided in Sub-paragraph 1.28, Jury Service Program and Sub-paragraph 1.29, Living Wage Program of this Section.

1.19.4 The County also has a *Policy on Doing Business with Small Business that is stated in (Appendix E)*.

1.20 Local Small Business Enterprise Preference Program

In evaluating proposals, the County will give preference to businesses that are certified by the County as a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204 of the Los Angeles County Code (*Appendix N*). A Certified Local SBE is a business: 1) certified by the State of California as a

small business enterprise; 2) having its principle office currently located in Los Angeles County for a period of at least the past 12 months; and 3) certified by Office of Affirmative Action Compliance as meeting the requirements set forth in 1 and 2 above.

1.20.1 To apply for certification as a Local SBE, companies may register at the Office of Affirmative Action Compliance's website at:

<http://oaac.co.la.ca.us>

1.20.2 Certified Local SBEs must request the SBE Preference in their solicitation responses and may not request the preference unless the certification process has been completed and certification affirmed. County must verify Local SBE certification prior to applying the preference. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Local SBE.

1.20.3 Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources Web site at:

<http://www.pd.dgs.ca.gov/smbus/default>

1.20.4 Prompt Payment Program

It is the intent of the County that Certified Local SBE's receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

1.21 County's Quality Assurance Plan

After contract award, the County or its agent will evaluate the Contractor's performance under the contract on a periodic basis. Contractor's deficiencies which the County determines are severe or continuing and that may jeopardize performance of the contract will be reported to the County's Board of Supervisors. The report will include improvement/corrective action measures

taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate the contract in whole or in part, or impose other penalties as specified in the contract.

1.22 Federal Earned Income Credit

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Income Credit under the federal income tax laws *Certification of Compliance (Appendix C, Exhibit 11)*. Such notice shall be provided in accordance with the requirements set forth in *Internal Revenue Service Notice No. 1015, (Appendix G)*.

1.23 Gratuities

1.23.1 Attempt to Secure Favorable Treatment

It is improper for any County officer, employee or agent to solicit consideration, in any form, from a Proposer with the implication, suggestion or statement that the Proposer's provision of the consideration may secure more favorable treatment for the Proposer in the award of the contract or that the Proposer's failure to provide such consideration may negatively affect the County's consideration of the Proposer's submission. A Proposer shall not offer or give either directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the contract.

1.23.2 Proposer Notification to County

A Proposer 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. Failure to report such a solicitation may result in the Proposer's submission being eliminated from consideration.

1.23.3 Form of Improper Consideration

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

1.24 Indemnification and Insurance

Contractor agrees to comply with the indemnification provisions contained in the *Sample Contract (Appendix A, Sub-paragraph 9.24)*. The Contractor shall procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in the *Sample Contract (Appendix A, Sub-paragraph 9.25)*.

1.25 Injury & Illness Prevention Program (IIPP)

Contractor shall be required to comply with the State of California's Cal OSHA's regulations. Section 3203 of Title 8 in the California Code of Regulations requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program. Information regarding this program may be accessed at the following Cal OSHA Workplace Injury and Illness Prevention Program Web site:

<http://www.dir.ca.gov/title8/3203.html>

1.26 Background and Security Investigations

Background and security investigations of Contractor's staff may be required at the discretion of the County as a condition of beginning and continuing work under any resulting Contract. The Cost of background checks is the sole responsibility of the Contractor.

Disqualification of any contractor personnel due to a background check shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of a subsequent Contract.

1.27 Independent Contractor Status and Confidentiality

As appropriate, Contractor shall be required to comply with the confidentiality provision contained in Sub-Paragraph 7.9 and Independent Contractor Status provision contained in Sub-paragraph 9.23, Appendix A, *Sample Contract*.

1.28 Jury Service Program

1.28.1 Jury Service Program

The prospective contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective Contractors

should carefully read the *Jury Service Program (Appendix H)*, and the pertinent jury service provisions of the *Sample Contract (Appendix A, Sub-paragraph 9.7)* both of which are incorporated by reference into and made a part of this RFP. The Jury Service Program applies to both Contractors and their Subcontractors. Proposals that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

1.28.2 The Jury Service Program requires Contractors and their Subcontractors to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a Contractor and "full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.

1.28.3 There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor". The Jury Service Program defines "Contractor" to mean a person, partnership, corporation or other entity which has a contract with the County or a Subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. The second is if the Contractor meets one of

the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have 1) ten or fewer employees; and, 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract is less than \$500,000, and, 3) is not an “affiliate or subsidiary of a business dominant in its field of operation”. The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

- 1.28.4** If a Contractor does not fall within the Jury Service Program’s definition of “Contractor” or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the *Application for Exception and Certification Form, Required Forms, (Appendix C, Exhibit 10)*, and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor’s application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County’s decision will be final.

1.29 Living Wage Program

The prospective Contract is subject to the requirements of the County’s Living Wage Program (Los Angeles County Code Chapter 2.201). Prospective Contractors should carefully read the *Living Wage Ordinance (Appendix I)*, and the pertinent living wage provisions of the *Sample Contract (Appendix A, Sub-paragraph 10.1)*, both of which are incorporated by reference into and made a part of this RFP. The Living Wage Program applies to both Contractors and their Subcontractors. **Proposals that fail to comply with the requirements of the Living Wage Program may be considered non-responsive and excluded from further consideration.**

1.29.1 Evaluation of Contractor’s History of Labor Law/Payroll Violations

In evaluating proposals, the County will review a contractor's history of labor law/payroll violations (including but not limited to violations or pending claims pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination). To facilitate this process, contractors must submit with their proposal a completed *Acknowledgment and Statement of Compliance form*, as set forth in *Required Forms (Appendix C, Exhibit 19)*, and disclose on that form: 1) any determination by a public entity within three (3) years of the date of the proposal that the Firm committed a labor law/payroll violation, and 2) any pending claim which involves an incident of labor law/payroll violation occurring within three years of the date of the proposal. Applying established criteria, the County may deduct from 1 to 20 percent of the maximum number of available evaluation points for labor law/payroll violations, with substantially increased deductions for a contractor's failure to disclose reportable violations *Guidelines for Assessment of Proposer Labor Law/Payroll Violations (Appendix J)*. "Pending claims" (i.e., claims that do not have a final disposition) will not result in point deductions; however, such claims may be reported to the Board of Supervisors before a contract is awarded.

- 1.29.2** If a Proposer believes that it does not fall within the Living Wage Program's definition of Employer or that it meets any of the exceptions to the Living Wage Program, then the Proposer must complete and submit to the County, **along with their proposal**, the *Application for Exemption*, as set forth in *Required Forms (Appendix C, Exhibit 22)* and include in its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Proposer's application, the County will determine, in its sole discretion, whether the Proposer falls within the definition of Employer or meets any of the exceptions to the Living Wage Program. The County's decision will be final.

Note that the collective bargaining agreement exception applies if it is demonstrated to the County that the agreement is bona fide and that the agreement expressly provides that it supersedes all of the provisions of the Living Wage Program, or (if not all) those specific provisions that are superseded. The Contractor is subject to any provision of the Living Wage Program not expressly superseded by the collective bargaining agreement.

- 1.29.3** The Living Wage Program requires Contractors and their Subcontractors to pay their full-time employees providing services to the County no less than a living wage. The County has established the Living Wage as \$11.84 per hour without health benefits, and \$9.64 per hour with health benefits. In order to qualify for paying the lower hourly Living Wage rate, the Contractor must pay at least \$2.20 per hour toward the provision of a bona fide health care benefit plan for each employee and any dependents. Each Proposer must complete the Proposers *Living Wage Declaration*, as set forth in *Required Forms (Appendix C, Exhibit 21)* and submit it with the proposal.
- 1.29.4** The Proposer must submit with its proposal a staffing plan using the *Proposer's Staffing Plan*, as set forth in *Required Forms (Appendix C, Exhibit 23)* using full-time employees for the Contract. The Proposer will be required to assign and use full-time employees to provide services under the Contract, unless the Proposer demonstrates to the satisfaction of the County the need to use non-full-time employees based on staffing efficiency or the County requirements of an individual job. If a Proposer desires to assign and use non-full-time employees to provide services under the Contract, the Proposer must submit to the County, along with its proposal, a written request detailing the Proposer's request and justification, and providing all necessary documentation to substantiate the request. Based on the County's review of the Proposer's request and supporting documentation, the County shall determine, in its sole discretion, whether the Proposer may use non-full-time employees to provide services under the Contract. The County's decision will be final.

- 1.29.5** If the contract involves the provision of services which were previously provided under a contract that was or will be terminated prior to its expiration, then the Contractor is required to provide employment for the predecessor Contractor's employees. The Contractor must offer employment to all such retention employees who are qualified for such jobs and who were employed by the predecessor Contractor for at least six (6) months prior to the new contract. However, the Contractor is not required to hire a retention employee who has been convicted of a crime related to the job or the employee's job performance or who fails to meet any other County requirement for employees of the Contractor. The Contractor may not terminate a retention employee for the first 90 days of employment under the contract, except for cause. Thereafter, the Contractor may retain a retention employee on the same terms and conditions as the Contractor's other employees.
- 1.29.6** Throughout the term of the Contract, the Contractor and its Subcontractor(s) will be required to submit periodic monitoring reports for each employee providing services under the Contract, certifying under penalty of perjury, the hours worked, wages paid and amounts paid towards each employee's health benefits.
- At any time during the term of the Contract, the County may conduct an audit of the Contractor's records as well as field visits with the Contractor's employees to ascertain compliance with the Living Wage Program.
 - The Contractor will be required to place specified Living Wage posters at the Contractor's place of business and locations where the Contractor's employees are working. The Contractor will also be required to distribute County-provided notices to each of its employees providing services to the County at least once per year.
- 1.29.7** The Contractor will have to demonstrate a history of business stability, integrity in employee relations and financial ability to pay the Living Wage.
- 1.29.8** Violations of the provisions of the Living Wage Program will subject the Contractor to withholding of monies owed the Contractor under the

contract, liquidated damages, possible termination and/or debarment from future County contracts in accordance with Los Angeles County Code, Chapter 2.202, *Determinations of Contractor Non-Responsibility and Contractor Debarment (Appendix F)*.

- 1.29.9** Contractors that submit false information may be barred from participating in the prospective contract and future County contracts in accordance with Los Angeles County Code, Chapter 2.202, *Determinations of Contractor Non-Responsibility and Contractor Debarment (Appendix F)*.

1.30 Mandatory Requirement to Register on County's WebVen

Prior to a contract award, all potential Contractors must register in the County's WebVen. The WebVen contains the Vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at:

http://lacounty.info/doing_business/main_db.htm

1.31 Notice To Proposer's Regarding The Public Records Act

- 1.31.1** Responses to this solicitation shall become the exclusive property of the County. Absent extraordinary circumstances, at such time as (a) with respect to the recommended Proposer's proposal, Parks and Recreation completes contract negotiations and obtains a letter from an authorized officer of the recommended Proposer that the negotiated contract is a firm offer of the recommended Proposer, which shall not be revoked by the recommended Proposer pending the Department's completion of the process under County Policy No. 5.055 and approval by the Board of Supervisors (Board) and (b) with respect to each Proposer requesting a County Review Panel, the County Review Panel convenes as a result of such Proposers' request, and (c) with respect to all other Proposers, Parks and Recreation recommends the recommended Proposer(s) to the Board and such recommendation appears on the Board agenda, proposals submitted in response to this solicitation become a matter of public record, with the exception of those parts of each proposal which are justifiably defined by the

Proposer as business or trade secrets, and plainly marked as "Trade Secret," "Confidential," or "Proprietary."

1.31.2 The County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. **A blanket statement of confidentiality or the marking of each page of the proposal as confidential shall not be deemed sufficient notice of exception. The Proposer(s) must specifically label only those provisions of the proposal which are "Trade Secrets," "Confidential," or "Proprietary" in nature.**

1.32 Notice to Proposer's Regarding The County Lobbyist Ordinance

The Board of Supervisors of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation or other entity that seeks a County permit, license, franchise or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Proposer to review the ordinance independently as the text of said ordinance is not contained within this RFP. Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the Proposer is in full compliance with Chapter 2.160 of the Los Angeles County Code by completing and submitting the *Familiarity of the County Lobbyist Ordinance Certification, Required Forms* (Appendix C, Exhibit 6).

1.33 Proposer's Adherence to County's Child Support Compliance Program

Proposers shall: 1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of

Assignment and continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant Contractor (County Code Chapter 2.202).

1.34 Proposer Debarment

- 1.34.1 The Proposer is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Proposer from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and the County may terminate any or all of the Proposer's existing contracts with County, if the Board of Supervisors finds, in its discretion, that the Proposer has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
- 1.34.2 If there is evidence that the apparent highest ranked Proposer may be subject to debarment, the Department shall notify the Proposer in writing of the evidence which is the basis for the proposed debarment, and shall advise the Proposer of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 1.34.3 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Proposer and/or Proposer's representative shall be given an opportunity to

submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Proposer should be debarred, and, if so, the appropriate length of time of the debarment. The Proposer and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

- 1.34.4 After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 1.34.5 If a Proposer has been debarred for a period longer than five (5) years, that Proposer may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Proposer has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- 1.34.6 The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Proposer has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request,

the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

- 1.34.7 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 1.34.8 These terms shall also apply to proposed subcontractors of Proposers on County contracts.
- 1.34.9 Appendix K provides a link to the County's website where there is a listing of Contractors that are currently on the Debarment List for Los Angeles County.

1.35 Proposer Responsibility

- 1.35.1 A responsible Proposer is a Proposer who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Proposers.

1.35.2 Chapter 2.202 of the County Code

Proposers are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Proposer is responsible based on a review of the Proposer's performance on any contracts, including but not limited to County contracts (*Appendix F*). Particular attention will be given to violations of labor laws related to

employee compensation and benefits, and evidence of false claims made by the Proposer against public entities. Labor law violations, which are the fault of, the subcontractors and of which the Proposer had no knowledge shall not be the basis of a determination that the Proposer is not responsible.

1.35.3 Non-responsible Proposer

The County may declare a Proposer to be non-responsible for purposes of this contract if the Board of Supervisors, in its discretion, finds that the Proposer had done any of the following: (1) committed any act or omission which negatively reflects on the Proposer's quality, fitness or capacity to perform this contract with the County or a contract with any other public entity, or engaged in a pattern or practice which negatively reflects on same; (2) committed an act or omission which indicates a lack of business integrity or business honesty; or (3) made or submitted a false claim against the County or any other public entity.

1.35.4 Intention to Recommend to the Board of Supervisors

If there is evidence that the apparent highest ranked Proposer may not be responsible, the Department shall notify the Proposer in writing of the evidence relating to the Proposer's responsibility, and its intention to recommend to the Board of Supervisors that the Proposer be found not responsible. The Department shall provide the Proposer and/or the Proposer's representative with an opportunity to present evidence as to why the Proposer should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation. If the Proposer fails to avail itself of the opportunity to rebut the Department's evidence, the Proposer may be deemed to have waived all rights of appeal.

1.35.5 Recommendation to the Board of Supervisors

If the Proposer presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The

final decision concerning the responsibility of the Proposer shall reside with the Board of Supervisors.

1.35.6 Subcontractors of Proposers

These terms shall also apply to proposed subcontractors of Proposers on County contracts.

1.36 Recycled Bond Paper

Proposer shall be required to comply with the County's policy on recycled paper as specified in *Sample Contract (Appendix A, Sub-paragraph 9.38)*.

1.37 Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Appendix L* of this solicitation document and is also available on the internet at www.babysafela.org or printing purposes.

1.38 Defaulted Property Tax Reduction Program

The prospective contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") (Los Angeles County Code, Chapter 2.206). Prospective Contractors should carefully read the Defaulted Tax Program Ordinance, Appendix O, and the pertinent provisions of the Sample Contract, Appendix A, Sub-paragraph 9.15 and 9.42, both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Contractors and their Subcontractors.

Proposers shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing Certification of Compliance with The County's Defaulted Property Tax Reduction Program, Exhibit 24 in Appendix

C – Required Forms. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliance contractor (Los Angeles County Code, Chapter 2.202).

Proposals that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

2.0 PROPOSAL SUBMISSION REQUIREMENTS

This Section contains instructions to proposers in how to prepare and submit their Proposals.

2.1 County Responsibility

The County is not responsible for representations made by any of its officers or employees prior to the execution of the Contract unless such understanding or representation is included in the Contract.

2.2 Truth and Accuracy of Representations

Any reasonable inquiry to determine the responsibility of a proposer may be conducted. If the Director deems it necessary, additional information may be requested from the proposer. The unreasonable failure of a proposer to promptly supply information in connection with such inquiry, including but not limited to: information regarding past performance, financial stability, and ability to perform on schedule, may be grounds for a determination that a proposer is non-responsive, and disqualify them from further consideration. Notwithstanding the above, false, misleading, incomplete, or deceptively unresponsive statements in connection with a proposal shall be sufficient cause for rejection of the proposal. The evaluation and determination in this area shall be at the Director's sole judgment and his judgment shall be final.

2.3 RFP Timetable

The timetable for this RFP is as follows:

- Release of RFP.....August 30, 2010
- Written Questions Due.....September 7, 2010
- Request for Solicitation Requirements Review..... September 13, 2010
- **Mandatory Proposers Conference/Sites Visit.....September 16, 2010**
- Questions and Answers Released.....September 16, 2010
- **Proposals due by (12:00 p.m. Pacific Time).....September 30, 2010**
- Submission of Application for Exemption to Living Wage
-September 30, 2010
- Contract Commencement.....February 1, 2011

2.4 Solicitation Requirements Review

Any person or entity may seek a Solicitation Requirements Review by submitting Appendix M - Transmittal Form to Request a Solicitation Requirements Review to the Department conducting the solicitation as described in this Section. A request for a Solicitation Requirements Review may be denied, in the Department's sole discretion, if the request does not satisfy all of the following criteria:

1. The request for a Solicitation Requirements Review is made within ten (10) business days of the issuance of the solicitation document;
2. The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a proposal.
3. The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
4. The request for a Solicitation Requirements Review asserts either that:
 - a. application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or,
 - b. due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Proposers.

The Solicitation Requirements Review shall be completed and the Department's determination shall be provided to the requesting person or entity, in writing, within a reasonable time prior to the proposal due date.

All Requests for Review should be submitted to:

Los Angeles County

Department of Parks & Recreation

Attention: Kandy Hays, Chief
Contracts, Golf and Special Districts Division
301 North Baldwin Avenue
Arcadia, CA 91007-2697

2.5 Proposal Withdrawals

All proposals shall be firm offers and may not be withdrawn for a period of one hundred eighty (180) days following the last day to submit proposals.

2.6 Proposer's Questions

Proposer's may submit written questions regarding this RFP by mail, fax or e-mail to the Contracts Analyst identified below. All questions must be received by September 7, 2010. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to RFP to all proposers who have attended both the Mandatory conference and Site visits which can be verified through the sign in sheets..

When submitting questions please specify the RFP section number, paragraph number, and page number and quote the language that prompted the question. This will ensure that the question can be quickly found in the RFP. County reserves the right to group similar questions when providing answers.

Questions may address concerns that the application of minimum requirements, evaluation criteria and/or business requirements would unfairly disadvantage Proposers or, due to unclear instructions, may result in the County not receiving the best possible responses from Proposer.

The addendum will be mailed to all Proposer's that received the RFP, in addition to being posted on the County of Los Angeles' web site. To ensure receipt of any addendums, Proposer's should include correct mailing address, fax number or e-mail address, whichever is appropriate. Questions should be addressed to:

Los Angeles County
Department of Parks and Recreation
Contracts, Golf and Special Districts Division
Attention: Leon Keel

Contract Analyst - Contracts
301 N. Baldwin Avenue, Arcadia, CA 91007
Phone #: (626) 821-4661
Fax #: (626) 447-8573
e-mail address: lkeel@park.lacounty.gov

If it is discovered that Proposer contacted and received information from any County personnel, other than the person specified above, regarding this solicitation, County, in its sole determination, may disqualify their proposal from further consideration.

2.7 Submission of Application for Exemption to Living Wage Program (if Applicable)

If a Proposer believes that it does not fall within the Living Wage Program's definition of Employer or that it meets any of the exceptions to the Living Wage Program, then the Proposer must complete and submit to the County, by September 30, 2010, as indicated in the RFP Timetable, Sub-paragraph 2.3 of this Section, the *Application for Exemption*, as set forth in *Required Forms (Appendix C, Exhibit 22)*, including all necessary documentation to support the claim. The Proposer will be notified of the County's decision within two (2) weeks after the date the proposal is due of the County's decision.

PLEASE NOTE: If a Proposer is filing for an Exemption, they shall submit two (2) Cost Proposals at the same time, one based on receiving an Exemption from the Program and one based on complying with the Program. In a case where the Proposer submits two (2) Cost Proposals, the County will evaluate the exemption request first, and if not granted, the County will evaluate the second Cost Proposal, submitted in compliance with the Living Wage Program requirements. If the Proposer does not meet the LWO Exemption criteria and the Proposer does not receive the exemption, the Proposer's first Cost Proposal will be set aside and the Cost Proposal which complies with LWO requirements will be evaluated. If the Proposer does not submit an alternative Cost Proposal, the Proposer shall be determined to be non-responsive on this basis. Note that the collective bargaining agreement exception applies only if the particular collective bargaining agreement is bona fide, was made in good faith and it expressly provides that: 1) it supersedes all of the provisions of the Living Wage Program, or 2) if not all, those

specific provisions that are superseded. The Proposer is subject to any provision of the Living Wage Program not expressly superseded by the collective bargaining agreement.

2.8 Mandatory Proposer's Conference and Site Visits

A **Mandatory Proposer's Conference** will be held to discuss the RFP and Living Wage Requirements. County staff will respond to questions from potential Proposer's. During the Proposer's Conference information will be provided to each Proposer regarding the scheduling of on-site inspections for each landscape maintenance area. Because this is a mandatory Proposer Conference, all potential Proposer's must attend this meeting, scheduled as follows:

Date: Thursday- September 16, 2010

Time: 9:00 A.M.

Address: Castaic Sports Complex

31230 N. Castaic Road, Castaic, California 91384

(Click on the Hyperlink for Driving Directions to Castaic Sports Complex)

<http://www.randmcnally.com/>

Mandatory Visit of Zones 1A, 1B, 68 & 69 will begin after Proposers Conference and conclude at or before 5:00 p.m. Proposers must visit all Zones for which they are planning to bid. Transportation will be provided by the Department. Proposers may not drive their own vehicles to the sites. Proposals will not be accepted from Proposers who do not attend the mandatory proposers conference and site visits.

2.9 Preparation of the Proposal

Two (2) separate proposals must be submitted - a Business Proposal and a Cost Proposal. All Proposals must be bound and submitted in the prescribed format. Any Proposals that deviate from this format may be rejected without review at the County's sole discretion.

2.10 Business Proposal Format

The content and sequence of the proposal must be as follows:

- Proposer's Organization Questionnaire/ Affidavit
- Table of Contents

- Performance History & Proposer's Qualifications (Section A)
- Proposer's Approach to Provide Required Services (Section B)
- Proposer's Quality Control Plan (Section C)
- Terms and Conditions in Sample Contract, and Requirements of the Statement of Work : Acceptance of/or Exceptions to (Section D)
- Business Proposal Required Forms (Section E)
- Living Wage Compliance (Section F)

2.10.1 Proposer's Organization Questionnaire/Affidavit

The Proposer shall complete, sign and date the Proposer's Organization Questionnaire/Affidavit - Exhibit 1 as set forth in Appendix C. **The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.** Taking into account the structure of the Proposer's organization, Proposer shall determine which of the below referenced supporting documents the County requires. If the Proposer's organization does not fit into one of these categories, upon receipt of the Proposal or at some later time, the County may, in its discretion, request additional documentation regarding the Proposer's business organization and authority of individuals to sign Contracts.

If the below referenced documents are not available at the time of Proposal submission, Proposers must request the appropriate documents from the California Secretary of State and provide a statement on the status of the request.

The Proposer shall complete, sign and date the Proposer's Organization Questionnaire/Affidavit, *Required Forms (Appendix C, Exhibit 1)* as set forth in. **The person signing the form must be authorized to sign on behalf of the Proposer and bind the Proposer in a Contract.**

2.10.2 Table of Contents

The Table of Contents must be a comprehensive listing of material included in the Proposal. This section must include a clear definition of the material, identified by sequential page numbers and by section reference numbers.

2.10.3 Performance History (Section A)

Demonstrate that the Proposer's organization has the experience and financial capability and required license to perform that required services. The following sections must be included:

A. Proposer's Background and Experience (Section A.1)

1. The Proposer must have a minimum of two (2) years of experience in the provision of landscape maintenance services similar in nature and scope as described in the *Statement of Work (Appendix B)* of this attached RFP.
2. The Proposer must possess a valid C-27 Landscape Contractor License and a Qualified Pest Control Advisor License. Each Proposer shall complete the information as indicated on the *Valid License/Permit Form (Appendix C, Exhibit 12)* and provide a copy of the following licenses:
 - C-27 Landscape Contractor's License.
 - Los Angeles Agricultural Commission's Registration Permit.
 - Agricultural Pest Control Business License.
 - Pest Control Advisor's License, Categories D and E.
 - Qualified Applicator's License, Category B.

B. Proposer's References (Section A.2)

It is the Proposer's sole responsibility to ensure that the firm's name, and point of contact's name, title and phone number for each reference is accurate. The County may disqualify a proposer if:

- References fail to substantiate the Proposer's work history and experience of the services provided; or
- References fail to support that the Proposer has a continuing pattern of providing capable, productive and skilled personnel, or
- The County is unable to reach the point of contact with reasonable effort. It is the Proposer's responsibility to inform the County of the references' normal working hours.

The Proposer must complete and include *Required Forms (Appendix C, Exhibits 2, 3, and 4)*. The same references may be listed on each form Exhibits 2, 3, and 4.

- a. Proposer's Reference for Similar Services (Appendix C, Exhibit 2)

Proposer must provide five (5) references, where the same or similar scopes of services were provided.

b. Proposer's Public Entity Client References (Appendix C, Exhibit 3)

The listing must include any Public Entities contracts for the last three (3) years. Use additional sheets if necessary

c. Proposer's List of Terminated Contracts (Appendix C, Exhibit 4)

Listing must include any contracts terminated within the past three (3) years with a reason for termination.

C. Proposer's Pending Litigation and Judgments (Section A.3)

Identify by name, case, and court jurisdiction any pending litigation in which Proposer is involved, or judgments entered against Proposer in the past five (5) years. Provide a statement describing the size and scope of any pending or threatening litigation against the Proposer or principals of the Proposer.

2.10.4 Proposer's Approach to Provide Required Services (Section B)

A. Proposer must demonstrate that they have sufficient full time Living Wage Order staff to provide the required services as well as any additional work that may arise during the term of the contract.

1. Full-time staffing under the Living Wage requirement may be satisfied by the following:

- Contractor's employees must work full-time, 8 hours a day, and 40 hours a week.
- Contractor's employees may work full-time at County facilities, 8 hours a day, 40 hours a week; or
- Contractor's employees may work part time at a County facility, and part time at another contractor's site. The total time must equal 8 hours per day, 40 hours per week.

2. If a staffing plan contains part-time employees, Contractor must submit a written justification for the use of part-time staff. The County will review and make a final determination based on Living wage Requirements, *Sample Contract (Appendix A, Subsection 10.1)*.

B. Answer the following questions in a brief narrative:

1. Employee Recruitment and Retention:

- How does your firm recruit new employees?
- What type of selection process do they go through?
- Are they background checked and if so using what method? Describe what type of orientation they receive before starting work.
- What type of probationary period do they have?
- What method does your firm use to retain employees?
- What is your firm's employee turnover rate?

2. Employee Training and Supervision:

- What type of training do your new employees get and how long is the training?
- Specifically describe scope of training on use of supplies, chemicals, and equipment handling.
- Describe the type of job specific safety training you provide.
- Describe any protective equipment you provide the employees.
- What type of ongoing training do you provide to the employees?
- What is the firm's supervisor to employee ratio?
- Describe how employees are supervised in multiple locations or at a single site.

3. Employee Deployment:

- How do you handle coverage during employees' scheduled vacation periods and unscheduled absences (sick days, other). Do you have a group of employees that will fill in on a temporary basis?
- How much lead time do you need to assume additional facilities? Would you need to hire additional staff, if a facility is added or do you have a pool of pre-qualified staff to pull from?

- Describe how employees who service multiple facilities will travel between facilities.
- Does your firm provide transportation between job sites?
- Does your firm require employees to use their own vehicles for transportation between job sites?
- Do you pay mileage for those employees who are required to use their own vehicles for transportation between job sites?
- Do you have a licensed arborist on your staff? Do you have access to a licensed arborist? Who will you use for the required tree inspection?

4. Uniforms and Badges: Describe the type and color of uniforms and whether employees are required to wear uniforms on the job. You may submit a picture of the uniforms. If your employees wear firm identification badges on the job, provide a representative copy of the badge.

C. Describe below the number and types of vehicles and equipment owned or available for accomplishing the required work. If needed, please add additional information on a separate page.

Vehicle Type	# of Vehicles	Equipment Owned/ Available	# of Equipment

2.10.5 Quality Control Plan (Section C)

Present a comprehensive Quality Control Plan to be utilized by the proposer as a self-monitoring tool to ensure the required services are provided as specified in *Statement of Work (Appendix B)*.

The following factors must be included in the plan:

- Activities to be monitored to ensure compliance with all contract requirements;
- Monitoring methods to be used;
- Frequency of monitoring;
- Samples of forms to be used in monitoring;
- Title/level and qualification of personnel performing monitoring functions; and
- Documentation of the method of monitoring results, including any corrective action taken.

2.10.6 Terms and Conditions in Sample Contract, and Requirements of the Statement of Work: Acceptance of/or Exceptions to (Section D)

A. It is the duty of every Proposer to thoroughly review the Sample Contract and Statement of Work to ensure compliance with all terms, conditions, and requirements. It is the County's expectation that in submitting a proposal the Proposers will accept, as stated, the County's terms and conditions in the Sample Contract and the County's requirements in the Statement of Work. However, the Proposers are provided the opportunity to take exceptions to the County's terms, conditions, and requirements.

B. Section D of Proposer's response must include:

1. A statement offering the Proposer's acceptance of or exceptions to all terms and conditions listed in *Sample Contract, (Appendix A)*.
2. A statement offering the Proposer's acceptance of or exceptions to all requirements listed in *Statement of Work (Appendix B)*; and
3. For each exception, the Proposer shall provide:
 - An explanation of the reason(s) for the exception;
 - The proposed alternative language; and
 - A description of the impact, if any, to the Proposer's price.

- C. Indicate all exceptions to the Sample Contract and/or the Statement of Work by providing a 'red-lined' version of the paragraphs in question. The County relies on this procedure and any Proposer who fails to make timely exceptions as required herein, may be barred, at the County's sole discretion, from later making such exceptions.
- D. The County reserves the right to determine if Proposers' exceptions are material enough to deem the proposal non-responsive and not subject to further evaluation.
- E. The County reserves the right to make changes to the Sample Contract and its appendices and exhibits at its sole discretion.

2.10.7 Business Proposal Required Forms (Section E)

Section E must be entitled "Required Forms from Proposer" and shall include the following forms, except where noted, and signed/dated where applicable. All forms are provided in Required forms, (*Appendix C*).

- Exhibit 1 Proposer's Organization Questionnaire/Affidavit
- Exhibit 2 Proposer's References for Similar Services
- Exhibit 3 Proposer's Public Entity Client References
- Exhibit 4 Proposer's List of Terminated Contracts
- Exhibit 5 Certification of No Conflict of Interest
- Exhibit 6 Familiarity of the County Lobbyist Ordinance Certification
- Exhibit 7 Community Business Enterprise (CBE) Program – Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form

Note: Proposer must already be certified as a Local SBE prior to proposal submission to be eligible to request consideration under the Local SBE Preference.

- Exhibit 8 Proposer's Equal Employment Opportunity Certification
- Exhibit 9 Attestation of Willingness to Consider GAIN/GROW Participants

- Exhibit 10 Proposer's Employee Jury Service Program - Application for Exception and Certification Form
- Exhibit 11 Certification of Compliance, Employee Notification of Federal EIC
- Exhibit 12 Valid License/Permit Documents
- Exhibit 13 Transitional Job Opportunities Preference Application
- Exhibit 14 Pricing and Billing Schedule and Performance Frequency
- Exhibit 15 Unit Price List
- Exhibit 16 Certification of Independent Price Determination & Acknowledgement of RFP Restrictions
- Exhibit 17 Proposer's Budget Worksheet and Narrative
- Exhibit 18 Proposer's Employee Benefit Survey Form
- Exhibit 19 Living Wage Acknowledgement and Statement of Compliance
- Exhibit 20 Living Wage Labor/Payroll Debarment History
- Exhibit 21 Proposer's Living Wage Declaration
- Exhibit 22 Living Wage Application for Exemption
- Exhibit 23 Proposer's Staffing Plan
- Exhibit 24 Default Property Tax Reduction Program

2.10.8 Living Wage Compliance (Section F)

Section F shall include Proposer's compliance with the Living Wage Program. Proposer must complete and provide the Required Forms and information shown below. All Exhibits are provided in *Required Forms (Appendix C)*.

A. Financial Capability

Provide copies of the company's most current and prior two (2) fiscal years (for example 2007, 2008 and 2009) financial statements. Statements should include the company's assets, liabilities and net worth. At a minimum, include the Balance Sheet (Statement of Financial Positions), Income Statement (Statement of Operations), and the Retained Earnings Statement. If audited statements are available, these

should be submitted to meet this requirement. **Do not submit Income Tax Returns to meet this requirement.** Financial statements will be kept confidential if so stamped on each page.

Complete and include the following forms as provided in *Required Forms (Appendix C)*.

B. Proposer's Staffing Plan

Proposer must submit a staffing plan (Appendix C, Exhibit 23) that is comprised of full-time employees, unless the Contractor can demonstrate to the County the necessity of part-time staff. If a staffing plan contains part-time employees, Contractor must submit written justification for the use of part-time staff.

C. Proposer's Acknowledgement and Statement of Compliance

The Acknowledgement and Statement of Compliance Labor/ Payroll/ Debarment History, (Appendix C, Exhibit 19) is a statement, under penalty of perjury, that there were no past labor violations of any federal, State, County or City statutes. Should the Contractor have violations to report, Contractor shall provide a listing of projects and a brief description of the circumstances regarding the violation(s) on (Appendix C, Exhibit 19), Acknowledgement and Statement of Compliance Labor/Payroll/Debarment History.

D. Contractor Living Wage Declaration

The Contractor Proposer's Living Wage Declaration, (Appendix C, Exhibit 21) is a statement that the Contractor will be paying its employees the Living Wage hourly rate. If the Contractor has received notice from the County that they are exempt from the Living Wage Program, this form should not be included.

E. Submit a copy of the health plan benefits

Submit a copy of the health plan benefits provided for the employees, if applicable. Indicate the dollar value of the health plan on an hourly basis.

F. Proposer's Approach to Labor - Payroll Record Keeping and Regulatory Compliance

The Proposer is required to comply with State and Federal labor regulations and record keeping requirements. The objective of this Sub-section is to

determine the appropriateness, scope, and suitability of the procedures the Proposer uses and the internal controls in place to ensure compliance with State and Federal labor regulations and record keeping requirements. In order to appropriately evaluate this area, it is critical that the Proposer submit a detailed description of the processes, and the steps associated with those processes.

It behooves the Proposer to provide additional details to ensure a clear picture of the firm's processes and controls. Proposers must answer all questions thoroughly and in the same sequence as provided below. If the Proposer believes that a question is not applicable, indicate with "N/A" and explain why that question is not applicable.

The Proposer should describe the firm's employee labor-payroll record keeping system and the controls in place that ensure ongoing regulatory compliance. Include, at a minimum, a detailed discussion of the following:

1. Discuss how employee hours actually worked are tracked. The detailed explanation should include:
 - a. Where do the firm's employees report to work at the beginning of their shift? At the work location or a central site with travel to the worksite? If the latter is the firm's practice/process, when does the firm consider the employees' shift to have started? At a central site or upon arrival at the work location?
 - b. How does the firm know employees actually reported to work and at what time? For example, sign-in sheets, computerized check-in, call-in system, or some other method.
 - c. What records are created to document the beginning and ending times of employees' actual work shifts? What records are maintained by the firm of actual time worked? Are the records maintained daily or at another interval (indicate the interval)? Who creates these records (e.g., employee, a supervisor, or office staff)? Who checks the records and what are they checking for? What happens to these records? Are they

used as a source document to create the firm's payroll? **Provide a copy of these records.**

- d. If the records created in response to Sub-paragraph "c" above are not used to create the payroll, what is the source document that is used? Who prepares and who checks the source document? Does the employee sign it? Who approves the source document and what do they compare it with prior to approving the source document?
 - e. How does the firm know that employees take mandated breaks and meal breaks (periods)? Does the firm maintain any written supporting documentation to validate that the breaks actually occurred? If so, who prepares, reviews, and approves such documentation?
2. Discuss how the firm's payroll is prepared and how the firm ensures that employee wages are appropriately paid. The detailed explanation should include:
- a. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)? If by check, do they receive a single check for straight time and overtime or are separate payments made? What information is provided on the check (e.g., deductions for taxes, etc.)? **Provide a copy of a check and check stub (cover up or block out bank account information) that shows deduction categories.**
 - b. If the firm uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the firm's standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid?
 - c. If the firm uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the firm's standard rate

for other non-County work), how does the automated payroll system calculate total wages paid? Is it embedded in the software program or does someone have to override the system to perform the calculation?

- d. How is travel time during an employee's shift paid? At what rate is such travel time paid if the employee has multiple wage rates? Discuss how the firm calculates the day's wages for each situation described in the following two examples: 1) during a single shift, an employee works 3 hours at a work location under a County Living Wage contract, then travels an hour to another work location to work 4 hours, where they are paid at a different rate than the County's Living Wage rate and 2) during a single shift, an employee works 3 hours at a work location under a County Living Wage contract, then travels an hour to another work location to work 4 hours, where they are also paid the County's Living Wage rate.
- e. How does the firm calculate overtime wages? What if the employee has multiple wage rates?

2.11 Cost Proposal Format

This section of the Proposal shall include pricing, budget, and employee benefit information and shall be separate from the above Business Proposal Format. The Cost Proposal Format must contain cost detail and demonstrate that the proposed cost is realistically based on reasonable costs for the specific work identified in the Contract. Include the following information in the order listed below. The requested exhibits can be found in *Required Forms (Appendix C)* and included within this Section along with the applicable information.

2.11.1 Pricing and Billing Schedule and Performance Frequency – Exhibit 14

Landscape maintenance costs are to be completed and submitted with the proposal. The evaluation of the landscape maintenance cost will be based on the total combined landscape maintenance associated with the subject contract.

2.11.2 Unit Price List – Exhibit 15

The Proposer must pay for each individual unit price as referenced/ required in Exhibit 15.

2.11.3 Certification of Independent Price Determination & Acknowledgement of RFP Restrictions - Exhibit 16

The Proposer acknowledges that their proposals were submitted without any outside influence, also that they have read and understand all of the RFP restrictions.

2.11.4 Proposer's Budget Worksheet and Narrative – Exhibit 17

All proposals must have a narrative attached to the Work Plan providing a thorough and clear explanation of all projected line item budget costs. If a Proposer is submitting an Application for an Exemption, a separate Budget Worksheet and Narrative is required for each Cost Proposal.

2.11.5 Proposer's Employee Benefit Survey Form - Exhibit 18

All proposals should include a description of the benefits to be provided by the employer to its employees performing services under the landscape maintenance contract.

2.12 Proposal Submission

Four (4) copies of the Proposal and Cost Proposal must be submitted in a sealed package, plainly marked in the upper left-hand corner with the name and address of the Proposer and bear the words:

**A: PROPOSAL FOR LANDSCAPE AND GROUND MAINTENANCE SERVICES
WEST CREEK AREA ZONES
1A, 1B, 68 & 69**

The proposal shall be delivered or mailed to:

Los Angeles County
Department of Parks and Recreation
Contracts, Golf and Special Districts Division
Attention: Leon Keel
Contract Analyst - Contracts
301 North Baldwin Avenue, Arcadia, CA 91007

It is the sole responsibility of the submitting Proposer to ensure that its Proposal is received before the submission deadline (September 30, 2010 at 12:00 p.m. – Pacific Standard Time) Submitting Proposer's shall bear all

risks associated with delays in delivery by any person or entity, including the U.S. Mail. Any Proposals received after the scheduled closing time for receipt of Proposals, as listed in Sub-paragraph 2.3, will be returned to the sender unopened. Timely hand-delivered Proposals are acceptable. No facsimile (fax) or electronic mail (e-mail) copies will be accepted.

3.0 SELECTION PROCESS AND EVALUATION CRITERIA

3.1 Selection Process

The County reserves the sole right to judge the contents of the proposals submitted pursuant to this RFP and to review, evaluate and select the successful proposal(s). The selection process will begin with receipt of the proposal on September 30, 2010.

Evaluation of the proposals will be made by an Evaluation Committee selected by the Department. The Committee will evaluate the proposals and will use the evaluation approach described herein to select a prospective Contractor.

All proposals will be evaluated based on the criteria listed below. All proposals will receive a composite score and be ranked in numerical sequence from high to low. The County may also, at its option, invite Proposers being evaluated to make a verbal presentation or conduct site visits, if appropriate. The Evaluation Committee may utilize the services of appropriate experts to assist in this evaluation.

The recommendation to award a Contract will not bind the Board of Supervisors to award a Contract to the prospective Contractor.

The County retains the right to select a Proposal other than the Proposal receiving the highest number of points if County determines, in its sole discretion, another Proposal is the most overall qualified, cost-effective, responsive, responsible and in the best interests of the County.

3.2 Adherence to Minimum Mandatory Requirements (Pass/Fail)

County shall review the Proposer's Organization Questionnaire/Affidavit, *Required Forms (Appendix C, Exhibit 1)* and determine if the Proposer meets the minimum mandatory requirements as outlined in Sub-Paragraph 1.5 of this RFP.

Failure of the Proposer to comply with the minimum mandatory requirements may eliminate its proposal from any further consideration. The County may elect to waive any informality in a proposal if the sum and substance of the proposal is present.

3.3 Disqualification Review

A proposal may be disqualified from consideration because the Department determined it was a non-responsive proposal at any time during the evaluation process. If the Department determines that a proposal is disqualified due to non-responsiveness, the Department shall notify the Proposer in writing.

Upon receipt of written determination of non-responsiveness, the Proposer may submit a written request for a Disqualification Review by the date specified. Requests for a Disqualification Review not timely submitted will be denied.

A. A request for a Disqualification Review may, in the Department's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The firm/person requesting a Disqualification Review is a Proposer;
2. The request for a Disqualification Review is submitted timely; (i.e., by the date and time specified in the written determination); and,
3. The request for a Disqualification Review asserts that the Department's determination of disqualification due to proposal non-responsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

B. The Disqualification Review shall be completed and the Department's determination shall be provided to the Proposer, in writing, prior to the conclusion of the evaluation process.

3.4 Business Proposal Evaluation and Criteria (75%)

3.4.1 Performance History (20%)

1. Experience/Qualification:

The Proposer will be evaluated on their experience and capacity as a corporation or other entity to perform the required services based on information provided in Section A of the proposal.

2. References:

The Proposer will be evaluated on the verification of references provided in Section A of the proposal. In addition to the references provided, a review will include the County's

Contract Database, if applicable, reflecting past performance history on County contracts, and a review of terminated contracts.

3. Pending Litigation:

A review will be conducted to determine the magnitude of any pending litigation or judgments against the Proposer as provided in Section A of the Proposal.

3.4.2 Proposer's Approach to Providing Required Services (20%)

The Proposer will be evaluated on its description of the methodology to be used to meet the County's requirements based on information provided in Section B of the proposal.

3.4.3 Quality Control Plan (20%)

The Proposer will be evaluated on its ability to establish and maintain a complete Quality Control Plan to ensure the requirements of this Contract are provided as specified. Evaluation of the Quality Control Plan will cover the proposed monitoring system of all services, based on the information provided in *Statement of Work (Appendix B)* of the proposal.

3.4.4 Exceptions to Terms and Conditions of Sample Contract and/or Requirements of the Statement of Work

The Proposer will be evaluated on its willingness to accept the Terms and Conditions outlined in the *Sample Contract (Appendix A)*, and the Requirements identified in the *Statement of Work (Appendix B)*, of the proposal. All exceptions, if any, to the Terms and Conditions will be evaluated together with reasons, proposed alternative language, and impact, if any, on the Proposer's price.

The County may deduct 5% rating points from any proposal that takes exception to a contract clause or, in its sole discretion, the County may determine that such exceptions are material enough to deem the proposal non-responsive. Proposers are further notified that the County may, in its sole determination, disqualify any Proposer with whom the County cannot satisfactorily negotiate a Contract.

3.4.5 Living Wage Compliance (15%)

A review/evaluation will be made based on the information provided in Section F of the proposal. The review/evaluation will include:

1. Financial Capability
2. Proposer's Staffing Plan
3. Demonstrated Controls over Labor/Payroll Record Keeping.
 - a. Proposer will be evaluated on the firm's labor/payroll record and keeping system and regulatory compliance information provided in Section F of the proposal.
 - b. The County may conduct site visits to audit a Proposer's labor/payroll record keeping system and processes.

3.5 Cost Proposal Evaluation Criteria (25%)

The maximum number of possible points will be awarded to the lowest cost proposal. All other proposals will be compared to the lowest cost and points awarded accordingly.

However, should one or more of the Proposers request and be granted the Local SBE Preference and/or Transitional Job Opportunities Preference, the cost component points will be determined as follows:

Local SBE Preference: Five percent (5%) of the lowest cost proposed will be calculated, which shall not exceed \$50,000, and that amount will be deducted from the Cost submitted by all Local SBE Proposers who requested and were granted the Local SBE Preference.

Transitional Job Opportunities Preference: Five percent (5%) of the lowest cost proposed will be calculated and that amount will be deducted from the Cost submitted by all Proposers who requested and were granted the Transitional Job Opportunities Preference.

The five percent (5%) preference is used only to determine the winning bidder or proposer and does not alter the amount of the resultant contract award. A Contract awarded to a Transitional Job Opportunities Vendor and/or to a Local SBE Proposers on the basis of the five percent (5%) preference will be for the amount of the actual bid or proposal.

3.6 Labor Law/Payroll Violations

Applying established criteria, the County may deduct from 1 to 20 percent of the maximum number of available evaluation points for labor law/payroll violations, which substantially increased deductions for a contractor's failure to disclose reportable violations in *Guidelines for Assessment of Proposer Labor Law/Payroll Violations* (Appendix J). "Pending claims" (i.e., claims that do not have a final disposition) will not result in point deductions; however, such claims may be reported to the Board of Supervisors before a contract is awarded.

3.7 Department's Proposed Contractor Selection Review

3.7.1 Departmental Debriefing Process

Upon completion of the evaluation, the Department shall notify the remaining Proposers in writing that the Department is entering negotiations with another Proposer. Upon receipt of the letter, any non-selected Proposer may submit a written request for a Debriefing within the timeframe specified in the letter. A request for a Debriefing may, in the Department's sole discretion, be denied if the request is not received within the specified timeframe.

The purpose of the Debriefing is to compare the requesting Proposer's response to the solicitation document with the evaluation document. The requesting Proposer shall be debriefed only on its response. Because contract negotiations are not yet complete, responses from other Proposers shall not be discussed, although the Department may inform the requesting Proposer of its relative ranking.

During or following the Debriefing, the Department will instruct the requesting Proposer of the manner and timeframe in which the requesting Proposer must notify the Department of its intent to request a Proposed Contractor Selection Review (see Section 3.7.2 below), if the requesting Proposer is not satisfied with the results of the Debriefing.

If the Proposer is not satisfied with the results of the debriefing, it may, within five (5) business days of the debriefing, request a review on the grounds and in the

manner set forth below for review of the department's recommendation for contract award.

3.7.2 Proposed Contractor Selection Review

The Proposer may submit a written request for a Proposed Contractor Selection Review if they assert that their proposal should have been determined to be the highest scored proposal because of one of the following reasons:

- a. The Department materially failed to follow procedures specified in its RFP. This includes:
 - 1) Failure to correctly apply the standards for reviewing the proposal format requirements.
 - 2) Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the proposals as specified in the RFP.
 - 3) Use of evaluation criteria that were different from the evaluation criteria disclosed in the RFP.
- b. The Department made identifiable mathematical or other errors in evaluating proposals, resulting in the Proposer receiving an incorrect score and being selected as the recommended contractor.
- c. A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation.
- d. Another basis for review as provided by State and Federal Law.

Upon completing the Proposed Contractor Selection Review, the County shall issue a written decision to the Proposer within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the contract award recommendation is to be heard by the Board. If the Proposer is not satisfied with the results of the Proposed Contractor Selection Review, it may request a review on the grounds and in the manner set forth below for a County Review Panel.

3.8 County Review Panel Process

Any Proposer that is not satisfied with the results of the Proposed Contractor Selection Review may submit a written request for review by a County Review Panel in the manner and timeframe specified by the Department in the

Department's written decision regarding the Proposed Contractor Selection Review.

A request for review by a County Review Panel may, in the County's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting review by a County Review Panel is a Proposer;
2. The request for a review by a County Review Panel is submitted timely (i.e., by the date and time specified by the Department); and
3. The person or entity requesting review by a County Review Panel has limited the request to items raised in the Proposed Contractor Selection Review and new items that (a) arise from the Department's written decision and (b) are on of the appropriate grounds for requesting a Proposed Contractor Selection Review as listed in Section 3.7 above.

Upon completion of the County Review Panel's review, the Panel will forward its report to the Department, which will provide a copy to the Proposer.

APPENDIX B

SPECIAL DISTRICTS STATEMENT OF WORK LANDSCAPE AND GROUND MAINTENANCE SERVICES SPECIFICATIONS

TABLE OF CONTENTS

<u>SECTION</u>	<u>HEADING</u>	<u>PAGE</u>
I.	ADMINISTRATIVE SPECIFICATIONS	
1.	General Requirements	1
2.	Zone(s) To Be Maintained	2
3.	Certifications/Reports	3
4.	Additional/Extra Work	5
5.	Contractor's Damages	6
6.	Safety	7
7.	Hours and Days of Maintenance Schedules	8
8.	Maintenance Schedules	9
9.	Contractor's Staff	9
10.	Signs/Improvements	10
11.	Utilites	11
12.	Non-Interference	11
13.	Noise	11
14.	Use of Chemicals	11
II.	LANDSCAPE AND APPURTENANT MAINTENANCE SERVICES SPECIFICATIONS	
1.	Turf Care	1
2.	Additional Maintenance Services	6
3.	Irrigated Planted Slopes/Flat Areas	6
4.	Irrigated Planted Flat Areas (Subterranean Irrigation)	10
5.	Irrigated Planted Medians (Subterranean Irrigation)	12
6.	Tree Care (of Ornamental Trees)	15
7.	Use of Chemicals (Pesticides) and Disease and Pest Control	16

<u>SECTION</u>	<u>HEADING</u>	<u>PAGE</u>
8.	General Cleanup	17
9.	Irrigation System Management	17
10.	Maintenance and Repair of Drainage Systems and Miscellaneous Improvements	18
11.	Maintenance Inspections	19
12.	Graffiti Eradication and Control	19
13.	Fire Protection Slope Areas Maintenance	20
14.	Natural Areas Maintenance	22
15.	Vinyl Fence Maintenance	22
16.	Maintenance, Repairs and Replacements Due to Extraordinary Incidents	23

III. EXHIBITS

- B - 3 Special District Annual maintenance Program Schedule
- B - 4 Tree Pruning and Removal
- B - 5 Preventative Disease Control
- B - 6 Irrigation Program
- B - 7 Summer Irrigation Schedule
- B - 8 Winter Irrigation Schedule
- B – 9 (A–D) Zone Maps
- B - 10 Oak Tree Management & Maintenance Requirements

APPENDIX B – 1 STATEMENT OF WORK

ADMINISTRATIVE SPECIFICATIONS

1. GENERAL REQUIREMENTS

- 1.01 Contractor shall thoroughly complete each task in a professional, workmanlike manner. To this end, he will use quality equipment and materials that comply with all current regulations. The safety of workers, passersby, and the public shall be paramount.
- 1.02 Contractor shall provide the labor, materials, and equipment necessary for the provision of grounds and landscape maintenance services, except as otherwise specified hereinafter. Tasks shall be performed with nothing but the highest of standards at no less than the frequencies set forth herein.
- 1.03 Contractor is hereby required to render and provide building and grounds maintenance services including, but not limited to, turf mowing, edging, trimming, overseeding, reseeding, fertilization, aeration, irrigation, hand watering and bleeding of valves as necessary during emergencies when automatic systems are not functioning, pruning and renovation of turf and shrub areas as well as provide weed control, disease control, tree maintenance, maintenance of irrigation systems including backflow prevention devices, repair of walkways, pumps, walkway lighting systems and the necessary maintenance of any appurtenant structures and equipment pursuant to specifications and frequencies established by the County of Los Angeles Department of Parks and Recreation, as set forth herein or revised by County. The specific frequencies per site are identified in Exhibit 14. Appendix C, Pricing and Billing Schedule and Performance Frequencies govern the Contractor's completion of required operations.

- 1.04 Contractor shall not work or perform any operations, particularly during periods of inclement weather, which may destroy or damage groundcover, athletic or turf areas.
- 1.05 The Contractor recognizes, that during the course of this Agreement, other activities and operations may be conducted by County work forces and other contracted parties. These activities may include, but, not be limited to, landscape refurbishment, irrigation system modification or repair, construction and/or storm related operations. The Contractor may be required to modify or curtail certain tasks and operations and shall promptly comply with any request therefore by the Director.
- 1.06 Contractor shall, during the hours and days of maintenance service, as identified in Section 7, hereafter respond to all emergencies within two (2) hours of notification.
- 1.07 Contractor shall be required to clearly identify and equip each vehicle used at said facilities with decals on the exterior right and left front door panels identifying the Contractor's name, and phone number.

2. ZONE(S) TO BE MAINTAINED

- 2.01 The Zones to be maintained under the provisions of this Agreement are shown on Appendix B, B-9 (A), B-9 (B), B-9 (C) and B-9 (D), Zone Maps, attached hereto and incorporated herein, and identified as:

WEST CREEK AREA ZONES

Exhibit B-9 (A) – Zone 1A: County Valencia Area-Wide LLAD

No. 1, Annexation A.

Exhibit B-9 (B) - Zone 1B: County Valencia Area-Wide LLAD

No. 1, Annexation B.

Exhibit B-9 (C) – Zone 68 (West Creek Copper Hill Village)

**Exhibit B-9 (D) - Zone 69 (West Creek Canyon Estates-Area B
(without Area A)**

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

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

3. CERTIFICATIONS/REPORTS

3.01 Payroll and Prevailing Wage Report

Contractor shall complete a Payroll and Prevailing Wage Certification Report which shall be made available to the Director concurrent with the monthly invoicing. Contractor may use Appendix D, Technical Exhibits "Public Works Payroll Reporting Form" or provide the required information in a form acceptable to the Director. The monthly payment will not be made until such report is received and found acceptable by the Director.

3.02 Maintenance Function Report

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

3.03 Certification of Specialty Type Maintenance

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

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

3.04 Certified Monitoring Reports for Living Wage Program

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

4. ADDITIONAL/ EXTRA WORK

- 4.01 The Director may at his discretion, without increasing the contract price as identified in Exhibit 14, Appendix C “Pricing and Billing Schedule and Performance Frequencies”, modify the Contractor's On-Going Maintenance Task and Schedule when such work arises out of extraordinary incidents such as Acts of God and third party negligence; or services required due to new or modification of existing area/zone. Contractor shall notify the County in writing on the same day of discovery of the damage due to extraordinary incidents such as Acts of God and third party negligence. Failure of the contractor to notify the County promptly of these damages will require the Contractor to make repairs at its own costs.
- 4.02 Prior to performing any additional labor, the contractor shall submit a written estimate of the cost for performing such work. The Director may, upon review and approval of such estimate, authorize the Contractor to perform said work by the issuance of a written Work Order. After submittal of the bill, the Contractor shall be reimbursed only for the agreed upon cost estimate. Allowable cost elements for the replacement of shrubs, ground cover, trees and irrigation equipment shall be approved by the Director. In the event that the Contractor's written estimate is not approved, then the Director reserves the right to contract with a third party to perform such work. Notwithstanding the above authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the Director may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor.
- 4.03 All additional/extra work as provided for in Appendix A, Section 8.0, Change Notices and Amendments of the agreement shall commence on the specified date established and Contractor shall proceed diligently to complete said work within the time allotted.

- 4.04 Work arising from vandalism, deterioration caused by wear and tear, and negligence upon the part of the contractor will not constitute additional/extra work, and will be covered under regular monthly maintenance.

5. CONTRACTOR'S DAMAGES

- 5.01 All damages incurred to existing facilities by the Contractor's operation shall be repaired or replaced at the Contractor's expense per Appendix A, section 9.39, Remedies/Liquidated Damages.
- 5.02 All such repairs or replacements shall be completed within the following time limits.
- a. Irrigation damage shall be repaired or replaced within one watering cycle.
 - b. All damages to shrubs, trees, turf or groundcover shall be repaired or replaced within five (5) working days.
- 5.03 All repairs or replacements shall be completed in accordance with the following maintenance practices.
- a. Trees
Minor damage such as bark lost from impact of mowing equipment shall be remedied by a qualified tree surgeon or arborist.
If damage results in loss of a tree, the damaged tree shall be removed and replaced to comply with the specific instructions of Director.
 - b. Shrubs
Minor damage may be corrected by appropriate pruning as required in the "Pruning and Hedge Trimming Operation" of the On-Going Maintenance Specifications.
Major damage shall be corrected by removal of the damaged shrub and replacement to comply with the provisions in "Plant Materials" of the Seasonal Specialty Task Specifications.
 - c. Chemicals
All damage resulting from chemical operation, either spray-drift or lateral-leaching, shall be corrected in accordance with the aforementioned

maintenance practices and the soil conditioned to insure its ability to support plant life.

d. Appurtenances

All damage caused to components of the area/zone such as pumps, pump houses, doors, drainage structures, walkways, fences, light fixtures etc. from accidents or cumulative effects of incidents caused by the carelessness of Contractor's staff shall be immediately corrected at the Contractor's expense.

6. SAFETY

6.01 Contractor agrees to perform all work outlined in this Agreement in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all State, County, local or other legal requirements including but not limited to, full compliance with the terms of the applicable O.S.H.A. and CAL-O.S.H.A. Safety Orders at all times so as to protect all persons, including Contractor's employees, agents of the County, vendors, members of the public or others from foreseeable injury, or damage to their property. Contractor shall inspect all potential hazards at said facilities and keep a log indicating date inspected and action taken.

6.02 It shall be the Contractor's responsibility to inspect, and identify, any condition(s) that renders any portion of the area/zone unsafe, as well as any unsafe practices occurring thereon. The Director shall be notified immediately of any unsafe condition that requires major correction. Contractor shall be responsible for making minor corrections including, but not limited to; filling holes in turf areas and paving, using barricades or traffic cones to alert the public of the existence of hazards, replacing valve box covers, and securing the area/zone so as to protect members of the public or others from injury. During normal hours Contractor shall obtain

emergency medical care for any member of the public who is in need thereof, because of illness or injury occurring within the landscape easement area. Contractor shall cooperate fully with County in the investigation of any accidental injury or death occurring on the premises, including a complete written report thereof to the Director within five (5) days following the occurrence.

7. HOURS AND DAYS OF MAINTENANCE SERVICES

7.01 The basic daily hours of maintenance service shall be as follows:

- a. For the months of November through April, 7:00 a.m. to 3:30 p.m.
- b. For the months of May through October, 6:00 a.m. to 2:30 p.m.

7.02 Contractor shall provide adequate staffing to perform the required maintenance services during the prescribed hours five (5) days per week. Any changes in the days and hours of operation heretofore prescribed shall be subject to approval by the Director.

7.03 Per State of California Labor Code, Contractor is directed to the following prescribed requirement with respect to the hours of employment. Eight (8) hours of labor under this Agreement shall constitute a legal day's work and said Contractor shall not require or permit any laborer, worker or mechanic, or any subcontractor employed by him to perform any of the work described herein to labor more than eight (8) hours during any one day or more than forty (40) hours during any one calendar week, except as authorized by Labor Code Section 1815, under penalty of paying to the County the sum of Twenty-Five Dollars (\$25) for each laborer, worker or mechanic employed in the execution of said Agreement by him, or any subcontractor under him, upon any of the work included in said Agreement for each calendar day during which such laborer, worker, technician, specialist or mechanic is required or permitted to labor more than eight (8) hours in any one calendar day or forty (40) hours in any one calendar week, in violation of the provisions of Section 1811 to 1815, inclusive, of the Labor Code of the State of California.

8. MAINTENANCE SCHEDULES

- 8.01 Contractor shall, within ten (10) days after the effective date of this Agreement, submit a work schedule to the Director for review and approval. Said work schedule shall be set on an annual calendar identifying and delineating the time frames for the required functions by the day of the week, morning and afternoon. In addition, Contractor shall notify the Director, in writing, at least two (2) weeks prior to the scheduled date and time for the eradication process of insects, ants, mollusks and disease control.
- 8.02 The Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the Director for his review, and if appropriate his approval, within five (5) working days prior to scheduled time for the work.
- 8.03 The above provisions are not construed to eliminate the Contractor's responsibility in complying with the requirements to notify the Director for Specialty Type maintenance as set forth immediately hereinafter.
- 8.04 Contractor shall notify the Director, in writing, at least two (2) weeks prior to the date and time of all "Specialty Type" maintenance operations. "Specialty Type" operations are defined as:
- a. Fertilization
 - b. Turf renovation/reseeding
 - c. Micro-Nutrients/soil amendments
 - d. Spraying of trees, shrubs or turf
 - e. Aesthetic tree pruning
 - f. Other items as determined by the Director.

9. CONTRACTOR'S STAFF

- 9.01 The Contractor shall provide sufficient personnel to perform all work in accordance with the specifications set forth herein. Contractor's employees, whether assigned to any one area/zone or as part of a crew serving any number of areas/zones, shall include at least one individual who speaks

who speaks and comprehends in the English language.

- 9.02 The Director may at any time give Contractor written notice to the effect that the conduct or action of a designated employee of Contractor is, in the reasonable belief of the Director, detrimental to the interest of the public within the landscape easement area. Contractor shall meet with representatives of the Director to consider the appropriate course of action with respect to such matter and Contractor shall take reasonable measures under the circumstances to assure the Director that the conduct and activities of Contractor's employees will not be detrimental to the interest of the public within the landscape easement area.
- 9.03 Director may require the Contractor to establish an identification system for personnel assigned to the facilities which clearly indicates to the public the name of the Contractor responsible for the landscape and grounds maintenance services. The identification system shall be furnished at the Contractor's expense and may include appropriate attire and/or name badges as specified by the Director.
- 9.04 The Contractor shall require each of his employees to adhere to basic public works standards of working attire. These are basically; uniforms, proper shoes and other gear required by State Safety Regulations, and proper wearing of the clothing. Shirts shall be worn at all times and buttoned.
- 9.05 The Contractor shall make readily available transportation to nearby toilet facilities to employees who are in the field during normal business hours. Toilet facilities must be clean and in good working order and supplied with adequate toilet paper.

10. SIGNS/IMPROVEMENTS

- 10.01 Contractor shall not post signs or advertising matter upon the premises or improvements thereon, unless prior approval therefore is obtained from the Director.

11. UTILITIES

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

12. NON-INTERFERENCE

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

13. NOISE

Contractor shall not prepare for or initiate any motorized operations or use any motorized equipment before 7:00 a.m.

14. USE OF CHEMICALS

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

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

D and E of the Pest Control Advisor's License and in category B of the Qualified Applicator's License.

14.01.02 if Contractor does not possess a valid Pest Control Advisor's License with appropriate categories, Contractor, upon written consent of the Director per Section 9.41 of the Agreement, may subcontract this service.

14.01.03 if the chemical application is performed without the necessary Department approvals, including registration, licenses and permits, Director may deduct pro rata from Contractor's invoice applicable contract costs for chemical spraying.

14.01.04 The action above shall not be construed as a penalty but as an adjustment of payment to Contractor due to the failure of the Contractor to complete or comply with the provisions of this Agreement.

14.01.05 In addition to the remedies provided heretofore, this Agreement may be terminated per Appendix A, section 9.45, Termination for Default upon Contractor's failure to correct deficiencies in a timely manner.

14.02 A listing of proposed chemicals to be used including; commercial name, application rates and type of usage shall be submitted to the Director for approval at the commencement of the contract. No work shall begin until written approval of use is obtained from the Director.

14.03 Chemicals shall be applied only by those persons possessing a valid California Certified Applicator's License. Application shall be in strict accordance with all governing regulations.

14.04 Records of all operations stating dates, times, methods of application, chemical formulations, applicators names and weather conditions shall be made and retained in an active file for a minimum of five (5) years. Contractor shall provide a chemical use report (site specific) with monthly billing. A copy of the PCA recommendation for each application (site specific) shall be provided to the monitor and applicator prior to each application. This shall be in addition to the copy of the usage summary that is provided to the Agricultural Commissioner.

- 14.05 All chemicals requiring a special permit for use must be registered with the County Agricultural Commissioner's Office and a permit obtained with a copy to the Los Angeles County Department of Parks and Recreation.
- 14.06 All regulations and safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California shall be adhered to.
- 14.07 Chemicals shall be applied when air currents are still; preventing drifting onto adjacent property and preventing any toxic exposure to persons whether or not they are in or near the area of application.

APPENDIX B – 2 STATEMENT OF WORK

SPECIFICATIONS FOR THE PROVISION OF LANDSCAPE AND APPURTENANT MAINTENANCE SERVICES FOR LANDSCAPING AND LIGHTING ACT (LLA) DISTRICTS

1. TURF CARE

1.01 The Contractor shall perform at his sole expense the following services:

a. **Irrigation Maintenance/Management (Zones 68 & 69)**

Irrigation, including hand watering and bleeding of valves during an emergency situation, as required to maintain adequate growth rate and appearance and in accordance with a schedule most conducive to plant growth. Contractor shall have a minimum of two (2) personnel proficient in the operation and programming of Cal Sense Controllers. Contractor shall procure, (at contractor's expense estimated \$5,000), operate and maintain Cal Sense Command1 Central Computer System with a dedicated phone line at Contractor's office throughout the duration of the contract. Contractor shall maintain eight (8) times per year Cal Sense ET GANEE per manufacturer's specifications. Contractor shall contact manufacturer for service and training at (800) 572-8608 on an as-needed basis. Contractor to provide Director with quarterly written irrigation schedule (Exhibit B-7 and B-8) attached hereto. Director shall have the ability to change the irrigation schedule. During winter months or when weather is 32 degrees or lower, contractor shall run irrigation booster pump once a week for a minimum of ten minutes. Adequate soil moisture will be determined by programming the automatic sprinkler controllers as follows:

1. Consideration must be given to the soil conditions, season temperatures, wind conditions, humidity, minimizing runoff and the relationship of conditions which affect day and night watering. This may include daytime watering during winter weather to prevent icy conditions and manual operation of the irrigation system during

periods of windy or inclement weather. During freezing and/or windy conditions, automatic irrigation will be discontinued.

2. In areas where wind creates problems of spraying water onto private property or road right-of-ways, the controllers shall be set to operate during the period of lowest wind velocity which would normally occur at night (between the hours of 7:00 p.m. and 6:00 a.m.).
3. The Contractor shall be responsible for monitoring all systems within the jurisdiction of this specification and correct for **Zone 68** (approximately 0.92 acres) and **Zone 69** (approximately 0.88 acres): coverage, adjustment, clogging of lines, and removal of obstacles, including plant materials which obstruct the spray.
4. The Contractor shall not be limited to visual system checks of **conventional** irrigation system, which include valve box integrity, test for operability, inspect and adjustment, provide for ongoing repair of system components, respond to intermittent malfunctions, perform backflow maintenance, and annual backflow certification.
5. Check systems and adjust and/or repair/replace any sprinkler heads causing excessive runoff, including slope areas, or which throw directly onto roadway paving or walks (where sprinkler heads can be adjusted) within the District.
6. All controllers shall be adjusted to consider the water requirements of each season, plant community, and adverse weather changes.
7. Irrigation system will be controlled by Contractor in such a way as not to cause an excessively wet area which could interfere with the Contractor's ability to mow all turf.
8. The Contractor shall observe and note any deficiencies occurring from the original design and review these findings with the Director, so necessary improvements can be considered.
9. Contractor shall repair/replace all leaking or defective valves immediately upon occurrence, or within twenty-four (24) hours following notification from the Director of such a deficiency.

10. A soil probe shall be used to a depth of twelve (12) inches to determine the water penetration by random testing of the root zones.
 11. Contractor shall file a monthly statement with the Department of Parks and Recreation certifying that all irrigation systems are functioning properly and provide an irrigation schedule on a quarterly basis.
 12. Contractor shall be required to maintain weather stations (if any) as they are designed to operate.
 13. Contractor shall also be required to file a yearly certification with the Department of Health Services that all backflow prevention devices on the irrigation systems are operating in accordance with the requirements established by the County of Los Angeles, Health Services Department. It will be the responsibility of the Contractor to repair and replace when necessary subject to the provisions of Section 9 hereunder all backflow prevention devices at his sole expense. Said certification shall be completed within thirty (30) days upon notification to the Department of Health Services that said certifications are made.
 14. The bleeding of valves and hand watering are to be used only in emergency situations.
- b. **Mowing – Specification for West Creek Area (Zones 68 & 69)**
Mow concurrently once per week April through November; and once every other week December through March; as specified in Pricing and Billing Schedule and Performance frequencies forms (Exhibit 14). Mow with an adequately sharpened rotary or reel-type mower, equipped with rollers, to ensure a smooth surface appearance without scalping. All cool season grasses (Blue Grass and Fescues) to be cut at 1-1/2 inches during the months of December, January and February (winter), 2 to 2 ½ inches during the months of March, April, May, September, October and November (spring and fall) and 3 inches during the months of June, July and August (summer). The mowing heights will be adjusted by the Director during periods of renovation. All grass clippings will be collected and removed from the site on

the same day the area is mowed. A mowing schedule will be established and maintained. This schedule will be submitted to the Director for approval.

c. **Power Edge – Specification for West Creek Area (Zones 68 & 69).**

Edge concurrently once per week April through November; and once every other week December through March; as specified in Pricing and Billing Schedule and Performance frequencies forms (Exhibit 14). Edge with each mowing, the edge of the grass along sidewalks, curbs, shrub and flower beds, and walls shall be trimmed to a neat and uniform line. Where trees and shrubs occur in turf areas, all grass shall be removed 6 inches from the trunks of trees and away from the drip line of shrubs by use of power scythe, approved chemicals, or small mowers as required. Trim around all sprinkler heads as necessary in order to provide maximum water coverage. Edging will be done concurrent with each mowing. The edge of the turf shall be trimmed around valve boxes, meter boxes, backflow devices or any structures located within the turf areas. All turf edges are to be maintained to prevent grass invasion into adjacent shrub, flower, and ground cover bed areas. All clippings shall be removed from the site the same day area is edged. After mowing and edging is completed all adjacent walkways shall be cleaned to remove accumulated debris and limit hazardous conditions.

d. **Fertilization (Zones 68 & 69)**

West Creek Copper Hill Village

Zone 68 - The Director may, if requested by the Contractor in writing, approve the use of water soluble fertilizers for use in an injection system. Said approval shall be a written modification of the fertilization requirements and may include additional requirements as determined by the Director without increasing the costs of the contract. Contractor shall mechanically broadcast in March, April, October and November using 5.0 Fifty pound (50 lb.) bags of the “Best” Turf Supreme 16-6-8 fertilizer, per application/frequency within 0.92 acre of turf areas. In May and September, Contractor shall mechanically broadcast using 5.32 Fifty pound (50 lb.) bags of the “Best” Triple Fifteen 15-15-15 fertilizer, per application/frequency

within 0.92 acre of turf areas. Contractor shall follow the manufacturer's suggested instructions for the safe and effective application of fertilizer.

West Creek Canyon Estates – Area B (Without Area A)

Zone 69 - The Director may, if requested by the Contractor in writing, approve the use of water soluble fertilizers for use in an injection system. Said approval shall be a written modification of the fertilization requirements and may include additional requirements as determined by the Director without increasing the costs of the contract. Contractor shall mechanically broadcast in March, April, October and November using 4.77 Fifty pound (50 lb.) bags of the "Best" Turf Supreme 16-6-8 fertilizer, per application/frequency within 0.88 acre of turf areas. In May and September, the Contractor shall mechanically broadcast using 5.08 Fifty pound (50 lb.) bags of the "Best" Triple Fifteen 15-15-15 fertilizer, per application/frequency within 0.88 acre of turf areas. Contractor shall follow the manufacturer's suggested instructions for the safe and effective application of fertilizer.

e. **Weed Control**

Provide manual/chemical control to keep total area relatively weed free as required by the Special District Annual Maintenance Program Schedule (Exhibit B-3). Contractor to provide weed control as needed or instructed by Director.

f. **Insect, Ants, Mollusk and Disease Control**

Eliminate all insect, ants, mollusk and disease affecting turf areas on an as needed basis. Contractor shall notify the Director in writing, at least two (2) weeks prior to the scheduled date and time for the eradication process.

g. **Aerification**

Operation to Occur in March prior to fertilization and in September prior to fertilization; clean-up included. Aerate all turf areas in accordance with the Annual Maintenance Program Schedule or at the discretion of the Director. Aerate all turf by using ½ inch tines removing 2-inch cores of sod with an aerator machine at not more than 6-inch spacing once over. Director is to be notified at least two (2) weeks prior to the exact date of aerating. At

Director's request, aerification will be performed on an as needed basis through extra work.

h. **Thatch Removal**

Operation to occur in October and includes clean-up (warm season grasses) prior to overseeding performed in accordance with the Annual Maintenance Program Schedule. Equipment will consist of standard renovating or vertical mowing types. Director is to be notified at least two (2) weeks prior to the exact date of renovation. Thatch removal and verticut will be performed on an as needed basis through extra work.

i. **Turf Reseeding**

Contractor shall once each year during the month of October, overseed all turf areas after aerification and overseed all bare spots as needed throughout the remainder of the year to reestablish turf to an acceptable quality. When Contractor reseeds turf, he will aerify, renovate, or verticut, seed and mulch (spread evenly over the entire area to a uniform depth of ¼ inch) in this sequence. The Director may require the use of sod when deemed necessary. Contractor shall be entitled to additional compensation for the cost of the sod only provided loss of turf was not due to the negligence of the Contractor.

Overseeding shall be sown at a rate of five (5) pounds per one thousand (1,000) square feet and reseeding of bare areas shall be sown at a rate of eight (8) pounds per one thousand (1,000) square feet. The following seed specifications shall be used for all overseeing and reseeding and may be adjusted at the Director's discretion.

<u>Name</u>	<u>Proportion by Weight</u>	<u>Purity</u>	<u>Germination</u>
Newport Blue Grass	20%	95%	90%
Lolium Perenne "Pennfine" Rye	26-1/3%	95%	85%
Pennant Rye	26-1/3%	95%	85%
Derby Rye	26-1/3%	95%	85%

2. **ADDITIONAL MAINTENANCE SERVICES**

In meeting the needs of the County, Contractor may be required to provide as needed additional/extra work, including but not limited to, aerification, thatch removal and repair of decomposed granite path(s) (fees shall be in accordance with Exhibit 15, Unit Price List).

3. **IRRIGATED PLANTED SLOPES/FLAT AREAS**

3.01 The Contractor shall perform at his sole expense the following services:

a. **Irrigation Maintenance/Management (Zones 68 & 69)**

Contractor shall be responsible for West Creek Copper Hill Village (**Zone 68**) approximately 1.18 acres and West Creek Canyon Estates – Area B (**Zone 69**) approximately 3.12 acres of **conventional** irrigation. In addition, Contractor shall be responsible for West Creek Copper Hill Village (**Zone 68**) approximately 6.04 acres and West Creek Canyon Estates – Area B (**Zone 69**) approximately 10.54 acres of **point** irrigation system. Contractor shall visually check system January through December including inspection of valve box integrity, test for operability, inspections and adjustments and provide for ongoing repair of system components, respond to intermittent malfunctions, perform backflow maintenance and annual backflow certification. Repairs are to be made as needed. Maintain and manage irrigation system pursuant to this Statement of Work, Exhibit B-2, Section 1, Turf Care, item (a), herein.

b. **Fertilization**

West Creek Copper Hill Village (Zone 68)

The Director may, if requested by the Contractor in writing, approve the use of water soluble fertilizers for use in an injection system. Said approval shall be a written modification of the fertilization requirements and may include additional requirements as determined by the Director without increasing the costs of the contract. Contractor shall mechanically/hand broadcast in March using 8.5 Fifty pound (50 lb.) bags of the Grow Power Plus 12% Sulfur 12-12-12 fertilizer, per application/frequency within 1.18 acres of **conventional** irrigation areas. In addition, Contractor shall mechanically/hand broadcast in

May using 6.84 Fifty pound (50 lb.) bags of the “Best” Triple Fifteen 15-15-15 fertilizer, per application/frequency within 1.18 acres of **conventional** irrigation areas. During the months of June and October, the Contractor shall mechanically/hand broadcast using 6.43 Fifty pound (50 lb.) bags of the “Best” Supreme 16-6-8 fertilizer per application/frequency within 1.18 acres of **conventional** irrigation areas. In March, Contractor shall individually apply to each plant using 35.9 Fifty pound (50 lb.) bags of the Grow Power Plus 12% Sulfur 12-12-12 fertilizer, per application/frequency within 6.04 acres of **point** irrigated areas. In May, Contractor shall individually apply to each plant using 30.5 Fifty pound (50 lb.) bags of the “Best” Triple Fifteen 15-15-15 fertilizer, per application/frequency within 6.04 acres of **point** irrigated areas. During the months of June and October, the Contractor shall individually apply to each plant using 28.9 Fifty pound (50) bags of “Best” Supreme 16-6-8 fertilizer per application/frequency within 6.04 acres of **point** irrigated areas. Contractor shall follow the manufacturer’s suggested instructions for the safe and effective application of fertilizer.

West Creek Canyon Estates – Area B (Without Area A) (Zone 69)

The Director may, if requested by the Contractor in writing, approve the use of water soluble fertilizers for use in an injection system. Said approval shall be a written modification of the fertilization requirements and may include additional requirements as determined by the Director without increasing the costs of the contract. Contractor shall mechanically/hand broadcast in March using 22.6 Fifty pound (50 lb.) bags of the Grow Power Plus 12% Sulfur 12-12-12 fertilizer, per application/frequency within 3.12 acres of **conventional** irrigation areas. In addition, Contractor shall mechanically/hand broadcast in May using 18.1 Fifty pound (50 lb.) bags of the “Best” Triple Fifteen 15-15-15 fertilizer, per application/frequency within 3.12 acres of **conventional** irrigation areas. During the months of June and October, the Contractor shall mechanically/hand broadcast using 17.00 Fifty pound (50 lb.) bags of the “Best” Supreme 16-6-8 fertilizer, per application/frequency within 3.12

acres of **conventional** irrigation areas. In March, Contractor shall individually apply to each plant using 62.8 Fifty pound (50 lb.) bags of the Grow Power Plus 12% Sulfur 12-12-12 fertilizer, per application/frequency within 10.54 acres of **point** irrigated areas. In May, Contractor shall individually apply to each plant using 53.33 Fifty pound (50 lb.) bags of the “Best” Triple Fifteen 15-15-15 fertilizer, per application/frequency within 10.54 acres of **point** irrigated areas. During the months of June and October, Contractor shall individually apply to each plant using 50.48 Fifty pound (50 lb.) bags of “Best” Supreme 16-6-8 fertilizer, per application/frequency within 10.54 acres of **point** irrigated areas. Contractor shall follow the manufacturer’s suggested instructions for the safe and effective application of fertilizer.

When applicable, Contractor will cultivate fertilizer into soil. Soil tests shall be taken by Contractor one (1) time per year during the month of March. One soil test with complete analysis and recommendation(s) shall be taken for every five acres of designated landscape areas. Test site(s) to be determined by the Director. Fertilizer materials and rates maybe adjusted by Director based on test results. The Contractor shall provide the Director with a fertilization schedule, with at least a two (2) week notification prior to the proposed fertilization.

c. **Weed Control**

All ground cover and shrub beds are to be kept weed free at all times. Provide manual/chemical control to keep total area relatively weed free. Methods for control can incorporate one or all three of the following:

1. Hand removal/manual
2. Cultivation/manual
3. Chemical eradication (mainly within point irrigated areas). No hand weeding on slopes that utilize jute netting. Use chemical eradication twice a year.

d. **Pruning (with hand pruners/loppers/saws)**

As indicated by the Director, prune shrubbery as necessary to encourage healthy growth habits pertaining to each individual species of plant, and for

an overall balanced shape and appearance. All shrubs shall be free of dead wood, weak, diseased, insect-infested, and damaged limbs at all times. In general, selective thinning cuts should be made; not “heading” or tipping” cuts. Some growth will need to be thinned or lifted slightly, one foot (1’) to two feet (2’), to allow all sprinklers to spray freely. Remove all clippings the same day shrubbery is pruned.

e. **Trimming (with hedge shears or hand-pruners)**

Restrict growth by trimming shrubbery and ground covers to area behind curbs and walkways, within planter beds and away from walls, fences and utilities as scheduled or written notice by the Director. Keep ground cover trimmed two feet (2’) diameter from the base of shrubs. For all high-branches, open shrubbery and all trees, keep ground cover trimmed one foot (1’) away from outer perimeter of trunks. For all trees in turf areas, spray a two foot (2’) radius clearing out from perimeter of trunk and mulch. Do not use string trimmers/weed whippers around trees and shrubs. Trim designated formal hedges and/or shrubs to heights indicated by the Director.

Trim clinging vines (e.g., Ivy, Ficus, Virginia Creeper) to stay on block wall surfaces - not on buildings (except as designated) nor entangled in groundcover, shrubs or trees.

f. **Shrub and Ground Cover Replacement**

All damaged, diseased (untreatable) or dead shrubs and ground covers will be replaced as provided for under the provisions of Section 5 of the Administrative Specifications with the exact same material that existed and of similar size as required by the Director unless otherwise notified by the Director in writing. Shrubs and ground covers damaged or lost due to Contractor negligence shall be replaced at Contractor’s expense. Shrubs and ground covers damaged or lost due to vandalism shall be replaced at Contractor’s expense. Substitutions for any plant materials must have prior approval in writing by the Director. Original plans and specifications should be consulted to determine correct identification of species. All shrubs shall

be guaranteed to live and remain in healthy condition for no less than six (6) months from the date of acceptance of the job by the Director.

g. **Insect, Mollusk, Ant and Disease Control**

Maintain free of disease, insects, ants and mollusks and treat when needed pursuant to Section 1, Turf Care, Item (f), herein

h. **Renovation**

Renovate ground covers (e.g. Rosemary, Acacia) according to prescribed practices in the industry as needed to maintain a healthy vigorous appearance and growth rate. All Rosemary ground cover to be renovated and lowered once per year during the months of February through March. Ground cover height shall be at the discretion of the Director.

4. IRRIGATED PLANTED FLAT AREAS (SUBTERRANEAN IRRIGATION)

4.01 The Contractor shall perform at his sole expense the following services:

a. **Irrigation Maintenance/Management (Zones 68)**

Contractor shall inspect **Zone 68** (approximately 0.01 acres) monthly planted flat areas, irrigated by **subterranean** type irrigation system for leaks and breaks. Repairs to the irrigation system shall be made on an as needed basis from January through December. Contractor will also replace all filters four (4) times a year and flush system on a monthly basis. Maintain and manage irrigation system pursuant to Section 1, Turf Care, Item (a), herein.

b. **Edging (Zone 68)**

Contractor shall edge ground cover as scheduled from January through December.

c. **Fertilization (Zones 68)**

West Creek Copper Hill Village

The Director may, if requested by the Contractor in writing, approve the use of water soluble fertilizers for use in an injection system. Said approval shall be a written modification of the fertilization requirements and may include additional requirements as determined by the Director without increasing the costs of the contract. Contractor shall mechanically broadcast in March using

0.072 Fifty pound (50 lb.) bag of the Grow Power Plus 12% Sulfur 12-12-12 fertilizer, per application/frequency within 0.01 acre of the **subterranean** irrigation areas and hand water in. In May, Contractor shall mechanically broadcast using 0.058 Fifty pound (50 lb.) bag of the “Best” Triple fifteen 15-15-15 fertilizer per application/frequency within 0.01 acres of the **subterranean** irrigation areas and hand water in. In June and October, Contractor shall mechanically broadcast using 0.054 Fifty pound (50 lb.) bag of the “Best” Supreme 16-6-8 fertilizer, per application/frequency within 0.01 acre of the **subterranean** irrigation areas and hand water in. Contractor shall follow the manufacturer’s suggested instructions for the safe and effective application of fertilizer.

d. **Weed Control**

All ground cover and shrub beds are to be kept relatively weed free at all times. Methods for control can incorporate one or all three of the following:

1. Hand removal, manual
2. Cultivation, manual
3. Chemical eradication (mainly within point irrigated areas). No hand weeding on slopes that utilize jute netting. Use chemical eradication twice a year.

e. **Pruning (with hand pruners/loppers/saws)**

As indicated by the Director, prune shrubbery as necessary to encourage healthy growth habits pertaining to each individual species of plant, and for an overall balanced shape and appearance. All shrubs shall be free of dead wood, weak, diseased, insect-infested, and damaged limbs at all times. In general, selective thinning cuts should be made; not “heading” or tipping” cuts. Some growth will need to be thinned or lifted slightly, one foot (1’) to two feet (2’), to allow all sprinklers to spray freely. Remove all clippings the same day shrubbery is pruned.

f. **Trimming (with hedge shears or hand-pruners)**

Restrict growth by trimming shrubbery and ground covers to area behind curbs and walkways, within planter beds and away from walls, fences and utilities as scheduled or written notice by the Director. Keep ground cover trimmed two feet (2') diameter from the base of shrubs. For all high-branches, open shrubbery and all trees, keep ground cover trimmed one foot (1') away from outer perimeter of trunks. For all trees in turf areas, spray a two foot (2') radius clearing out from perimeter of trunk and mulch. Do not use string trimmers/weed whippers around trees and shrubs. Trim designated formal hedges and/or shrubs to heights indicated by the Director.

Trim clinging vines (e.g., Ivy, Ficus, Virginia Creeper) to stay on block wall surfaces - not on buildings (except as designated) nor entangled in groundcover, shrubs or trees.

g. **Shrub and Ground Cover Replacement**

All damaged, diseased (untreatable) or dead shrubs and ground covers will be replaced as provided for under the provisions of Section 5 of the Administrative Specifications with the exact same material that existed and of similar size as required by the Director unless otherwise notified by the Director in writing. Shrubs and ground covers damaged or lost due to Contractor negligence shall be replaced at Contractor's expense. Shrubs and ground covers damaged or lost due to vandalism shall be replaced at Contractor's expense. Substitutions for any plant materials must have prior approval in writing by the Director. Original plans and specifications should be consulted to determine correct identification of species. All shrubs shall be guaranteed to live and remain in healthy condition for no less than six (6) months from the date of acceptance of the job by the Director.

h. **Insect, Mollusk, Ant and Disease Control**

Maintain free of disease, insects, ants and mollusks and treat when needed pursuant to Section 1, Turf Care, Item (f), herein.

5. IRRIGATED PLANTED MEDIANS (SUBTERRANEAN IRRIGATION)

5.01 The Contractor shall perform at his sole expense the following services:

a. **Irrigation Maintenance/Management (Zone 1A, 1B)**

Contractor shall inspect monthly County Valencia Area-Wide Annexation A (**Zone 1A**) approximately 0.93 acres and County Valencia Area-Wide Annexation B (**Zone 1B**) approximately 0.24 acres planted medians for leaks and breaks. Repairs to the irrigation system shall be made on an as needed basis from January through December. Contractor will also replace all filters four (4) times a year and flush system on a monthly basis. Maintain and manage irrigation system pursuant to Section 1, Turf Care, Item (a), herein.

b. **Edging (Zone 1A, 1B)**

Contractor shall edge ground cover as scheduled from January through December.

c. **Fertilization (Zones 1A, 1B)**

County Valencia Area-Wide LLAD No. 1, Annexation A

The Director may, if requested by the Contractor in writing, approve the use of water soluble fertilizers for use in an injection system. Said approval shall be a written modification of the fertilization requirements and may include additional requirements as determined by the Director without increasing the costs of the contract. Contractor shall mechanically broadcast in March using 6.75 Fifty pound (50 lb.) bags of the Grow Power Plus 12% Sulfur 12-12-12 fertilizer, per application/frequency within 0.93 acre of the **subterranean** irrigation areas and hand water in. In May, Contractor shall mechanically broadcast using 5.39 Fifty pound (50 lb.) bags of the “Best” Triple fifteen 15-15-15 fertilizer, per application/frequency within 0.93 acres of the **subterranean** irrigation areas and hand water in. In June and October, Contractor shall manually broadcast using 5.07 Fifty pound (50 lb.) bags of the “Best” Supreme 16-6-8 fertilizer, per application/frequency within 0.93 acre of the **subterranean** irrigation areas and hand water in. Contractor shall follow the manufacturer’s suggested instructions for the safe and effective application of fertilizer.

County Valencia Area-Wide LLAD No. 1, Annexation B

The Director may, if requested by the Contractor in writing, approve the use of water soluble fertilizers for use in an injection system. Said approval shall be a written modification of the fertilization requirements and may include additional requirements as determined by the Director without increasing the costs of the contract. Contractor shall mechanically broadcast in March using 1.75 Fifty pound (50 lb.) bags of the Grow Power Plus 12% Sulfur 12-12-12 fertilizer, per application/frequency within 0.24 acre of the **subterranean** irrigation areas and hand water in. In May, Contractor shall mechanically broadcast using 1.4 Fifty pound (50 lb.) bags of the “Best” Triple fifteen 15-15-15 fertilizer, per application/frequency within 0.24 acre of the **subterranean** irrigation areas and hand water in. In June and October, Contractor shall manually broadcast using 1.31 Fifty pound (50 lb.) bags of the “Best” Supreme 16-6-8 fertilizer, per application/frequency within 0.24 acre of the **subterranean** irrigation areas and hand water in. Contractor shall follow the manufacturer’s suggested instructions for the safe and effective application of fertilizer.

d. **Weed Control**

All ground cover and shrub beds are to be kept relatively weed free at all times. Methods for control can incorporate one or all three of the following:

1. Hand removal, manual
2. Cultivation, manual
3. Chemical eradication. No hand weeding on slopes that utilize jute netting. Use chemical eradication twice a year.

e. **Pruning (with hand pruners/loppers/saws)**

As indicated by the Director, prune shrubbery as necessary to encourage healthy growth habits pertaining to each individual species of plant, and for an overall balanced shape and appearance. All shrubs shall be free of dead wood, weak, diseased, insect-infested, and damaged limbs at all times. In general, selective thinning cuts should be made; not “heading” or tipping” cuts. Some growth will need to be thinned or lifted slightly, one foot (1’) to two feet (2’), to allow all sprinklers to spray freely. Remove all clippings the same day shrubbery is pruned.

f. **Trimming (with hedge shears or hand-pruners)**

Restrict growth by trimming shrubbery and ground covers to area behind curbs and walkways, within planter beds and away from walls, fences and utilities as scheduled or written notice by the Director. Keep ground cover trimmed two feet (2') diameter from the base of shrubs. For all high-branches, open shrubbery and all trees, keep ground cover trimmed one foot (1') away from outer perimeter of trunks. For all trees in turf areas, spray a two foot (2') radius clearing out from perimeter of trunk and mulch. Do not use string trimmers/weed whippers around trees and shrubs. Trim designated formal hedges and/or shrubs to heights indicated by the Director.

Trim clinging vines (e.g., Ivy, Ficus, Virginia Creeper) to stay on block wall surfaces - not on buildings (except as designated) nor entangled in groundcover, shrubs or trees.

g. **Shrub and Ground Cover Replacement**

All damaged, diseased (untreatable) or dead shrubs and ground covers will be replaced as provided for under the provisions of Section 5 of the Administrative Specifications with the exact same material that existed and of similar size as required by the Director unless otherwise notified by the Director in writing. Shrubs and ground covers damaged or lost due to Contractor negligence shall be replaced at Contractor's expense. Shrubs and ground covers damaged or lost due to vandalism shall be replaced at Contractor's expense. Substitutions for any plant materials must have prior approval in writing by the Director. Original plans and specifications should be consulted to determine correct identification of species. All shrubs shall be guaranteed to live and remain in healthy condition for no less than six (6) months from the date of acceptance of the job by the Director.

h. **Insect, Mollusk, Ant and Disease Control**

Maintain free of disease, insects, ants and mollusks and treat when needed pursuant to Section 1, Turf Care, Item (f), herein.

6. TREE CARE (OF ORNAMENTAL TREES)

6.01 The Contractor shall perform at his sole expense the following services:

a. Tree Maintenance (Zones 1A, 1B, 68 & 69)

- i. Maintain seven (7) foot clearance for branches overhanging walks and fourteen (14) foot clearance for branches overhanging beyond curb line into the paved section of streets where applicable.
- ii. Stake and support all trees and replace stakes which have been broken or damaged as required.
- iii. Tree stakes shall be pentachlorophenol treated lodge pole pine not less than eight (8) feet in length for five (5) gallon size trees and not less than ten (10) feet for fifteen (15) gallon trees sizes, (two (2) per tree).
- iv. Guy wires where required and plant ties will be of pliable, zinc-coated ten (10) gauge wire (two (2) ties per tree).
- v. Hose for covering wire to be either new or used garden hose at least one-half (1/2) inch in diameter (hose ties should allow for minimum of three (3) additional inches of clearance beyond the diameter of the branch of trunk being secured.
- vi. Stakes will not be placed closer than eight (8) inches from trunk of the tree.
- vii. Stakes and ties will be placed so no chafing of bark occurs and shall be checked frequently and retied to prevent girdling.

County Valencia Area-Wide, Annexation A (**Zone 1A**) has approximately 126 small size ornamental trees in the area.

County Valencia Area-Wide, Annexation B (**Zone 1B**) has approximately 34 small size ornamental trees in the area.

West Creek Copper Hill Village (**Zone 68**) has approximately 178 small size ornamental trees in the area.

West Creek Canyon Estates, Area B (**zone 69**) has approximately 164 small size ornamental trees in the area.

b. **Tree Pruning (with hand pruners/loppers/saws in compliance with Exhibit B4)**

Contractor shall not prune trees in zones 1A, 1B, 68 & 69 within term of this contract. Director reserves the option to require the pruning of trees based on the unit price list, Exhibit 15.

c. **Fertilization (Zones 1A, 1B, 68 & 69)**

The Director may, if requested by the Contractor in writing, approve the use of water soluble fertilizers for use in an injection system. Said approval shall be a written modification of the fertilization requirements and may include additional requirements as determined by the Director without increasing the costs of the contract.

Zone 1A shall be fertilized once per year, during the month of March/ April with 15-7-6 fertilizer stakes. Contractor shall individually apply to 3 stakes per tree to 126 trees along the drip line. Contractor shall follow the manufacturer's suggested instructions for the safe and effective application of fertilizer.

Zone 1B shall be fertilized once per year, during the months of March and April with 15-7-6 fertilizer stakes. Contractor shall individually apply 3 stakes per tree to 34 trees along the drip line. Contractor shall follow the manufacturer's suggested instructions for the safe and effective application of fertilizer.

Zone 68 shall be fertilized once per year, during the months of March and April with 15-7-6 fertilizer stakes. Contractor shall individually apply 3 stakes per tree to 178 trees along drip line. Contractor shall follow the manufacturer's suggested instructions for the safe and effective application of fertilizer.

Zone 69 shall be fertilized once per year, during the months of March and April with 15-7-6 fertilizer stakes. Contractor shall individually apply 3 stakes per tree to 164 trees along drip line. Contractor shall follow the

manufacturer's suggested instructions for the safe and effective application of fertilizer.

d. **Insect, Mollusk, Ant and Disease Control**

Maintain free of disease, insects, ants and mollusks and control diseases of ALL varieties of trees on an as needed basis Pursuant to Section 1, Turf Care, Item (f), herein.

e. **Irrigation**

Irrigation systems will be maintained and managed in accordance with the requirements of Item (a), Paragraph 1.01, Section 1, Turf Care and Appendix B-2 .

f. **Tree Replacement**

All trees permanently damaged will be replaced as provided for under Section 5 of the Administrative Specifications with the identical species of tree existing previously, unless otherwise notified in writing by the Director. The need for and the size of replacement will be determined by the Director at the monthly maintenance inspection meeting or upon written notification. Size of the replacement shall be of a like size not to exceed a 24-inch box specimen container size. Substitutions will require prior written approval by the Director. Original plans and specifications should be consulted to insure correct identification of species. Trees permanently damaged or lost due to vandalism shall be replaced at Contractor's expense. Director shall be notified prior to removal and/or replacement.

7. USE OF CHEMICALS (PESTICIDES) AND DISEASE AND PEST CONTROL

7.01 The Contractor shall perform at his sole expense the following services:

a. **Chemical Application**

All work involving the use of chemicals will be accomplished by a State of California licensed pest control operator. A written recommendation by a person possessing a valid California Pest Control Advisor License is required prior to chemical application.

b. **Permits**

All chemicals requiring a special permit for use must be registered by the Contractor with the County Agricultural Commissioner's office and a permit obtained with a copy to the County Department of Parks and Recreation prior to use. A copy of all forms submitted to the County Agricultural Commissioner shall be given to the Director on a timely basis.

c. **Compliance with Regulations**

All regulations and safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California will be adhered to.

d. **Pest Control**

Control of ground squirrels, gophers, and other burrowing rodents by trapping and/or eradication will be provided by the District Zone. The Contractor is not responsible for this service, however, when Contractor sees evidence of such activity they are to notify the Director. Whenever holes are visible upon the surface, these holes shall be filled and securely tamped to avoid moisture runoff entering the holes by the County Agricultural Department who will provide pest control for each District Zone. This procedure shall be followed in all areas especially within all slope areas.

8. GENERAL CLEANUP

The Contractor shall perform at his sole expense the following services:

a. **Trash Removal**

Remove all trash and accumulated debris from site.

b. **Policing of Areas**

All areas under maintenance and other designated areas will have above identified trash removed in conjunction with the approved maintenance schedule for each District/Zone.

c. **Curb and Gutter Maintenance**

Contractor is responsible for removal of weeds and grass from curb and gutter expansion joints located adjacent to designated maintenance areas at all times.

d. **Removal of Leaves**

Accumulations of leaves shall be removed from all areas not less than once per week.

9. IRRIGATION SYSTEM MANAGEMENT

9.01 All irrigation systems within the Zone areas shall be maintained by Contractor as designated in this Statement of Work shall be maintained and repaired as required for operation, by the Contractor at its sole expense in the following manner:

a. **Scope of Responsibility**

The Contractor shall maintain and/or repair/replace and keep operable all irrigation equipment consisting of sprinkler heads, remote control valves, quick couplers, risers, automatic controllers, booster pumps, and backflow prevention devices

b. **Replacement Requirements**

Replacements will be of original materials or substitutes approved by the Director in writing prior to any installation.

c. **Extent of Responsibility**

The Contractor at its sole cost will be responsible for immediate maintenance (repair and/or replacement) of all irrigation system components including those damaged due to vandalism, deterioration caused by wear and tear and negligence upon the part of the Contractor. Contractor will be responsible at all times for hand watering and the bleeding of valves in emergency situations as required to sustain and prevent loss of turf, trees, plants, and ground covers when automatic systems are not functioning.

10. MAINTENANCE AND REPAIR OF DRAINAGE SYSTEMS AND MISCELLANEOUS IMPROVEMENTS

10.01 Drainage Systems

The following services shall be provided by the Contractor at his expense except as otherwise provided for:

- a. All surface drains ("V" ditches and swales), if any, shall be kept clear of debris and overgrown planting so that water will have an unimpeded passage to its outlet. Contractor will repair and/or replace concrete portions as necessary, for which the Contractor will receive additional compensation.
- b. All sub-surface drains (except storm drains), if any, shall be periodically flushed with water to avoid build-up of silt and debris. All inlets to sub-surface drains shall be kept clear of leaves, paper and other debris to ensure unimpeded passage of water. Contractor shall replace all broken or stolen sections of pipe, catch basin boxes and grates, for which additional compensation shall be authorized.

10.02 Miscellaneous Improvements

It will be the responsibility of the Contractor to repair and/or replace mowing strips, within the Zone unless otherwise specified. Contractor shall be entitled to additional compensation for this service.

11. MAINTENANCE INSPECTIONS

11.01 The Contractor shall:

- a. Weekly perform a maintenance inspection during daylight hours of all facilities within the District. Such inspection shall be both visual and operational. The operational inspection shall include operation of all irrigation, lighting, and other mechanical systems to check for proper operational condition and reliability.
- b. Monthly meet on site with an authorized representative of the Director for a walk-through inspection. Said meeting shall be at the convenience of the Director and may include residents of the community. The Director shall notify the appropriate local representatives of the time and place of each

walk-through inspection at least one (1) week prior to such inspection. In addition, weekly interim inspections may be made by the Director. The Contractor will be provided with a written notice including specified time frames to correct any deficiencies identified in the performance of this agreement. It should be noted that a leaking valve must be repaired within twenty-four (24) hours following verbal and/or written notification.

12. GRAFFITI ERADICATION AND CONTROL

- 12.01 Contractor shall be responsible to remove all graffiti as it appears upon any appurtenant structures or equipment within the areas under his maintenance.
- 12.02 All materials and processes used in graffiti eradication shall be non-injurious to surfaces and adjacent District property and approved by CAL-OSHA. Materials and processes to be used must be approved by Director prior to use.
- 12.03 Contractor shall be reimbursed only for the cost of materials including sales tax used to remove graffiti.
- 12.04 In the event a surface must be repainted as determined by Director, appropriate surface preparation shall be made on painted walls, and paint applied shall be the exact shade of color as existing paint. Contractor shall be reimbursed for labor, materials and sales tax as provided for in the Contract.

13. FIRE PROTECTION SLOPE AREAS MAINTENANCE

- 13.01 These slope areas are hillside areas and are designed to meet Los Angeles County Ordinances for fire retardation. These areas generally occur in sloping terrain with gradients ranging 10 percent to 100 percent. Slopes are either manufactured or natural. The natural slopes have been brushed to remove certain plant materials. Manufactured slopes have been hydro mulched or planted in accordance with applicable County ordinances. Use of these areas by the residents should be minimal.
- 13.02 The maintenance of the natural slopes requires that the weeds and native brush be clipped to a height of 2 to 4 inches for a distance of at least 100

feet or additional footage as required by Los Angeles County Forester and Fire Warden from a dwelling or structure. Also, dead wood from woody plants shall be trimmed when the area is brushed. Apply water within the cleared zone only as needed during fire season to maintain sufficient moisture content for sustenance of the plants and to inhibit combustion. Remove all debris from this operation off the District Zone property. Weeding shall commence immediately following the rainy season once the growth of weeds has reached a maximum of 12 inches in height or when the County Forester and Fire Warden has determined that a fire hazard condition exists. The required weeding shall be completed as soon as possible following its commencement and shall be completed throughout a District Zone within a maximum period of thirty (30) days.

Contractor shall be responsible for maintaining the brushed slope areas throughout the year in accordance with the above-identified height of weeds, dead wood removal and distance from dwellings or structures requirements. This may require that certain areas will need additional brushing as directed by the County Fire Marshall. Contractor will be paid additional compensation for additional brushings at the rate specified in the form of bid. Contractor shall also remove weeds to a distance of 30 feet measured from any sidewalk adjacent to a fire protection slope area.

- 13.03 Where reference is made to weeding, brushing or clearing within 100 feet of a structure, it is intended that the space between the structure and the private property line is the responsibility of the owner of the property except where the District Zone has accepted an easement to maintain a portion of the private lot. As an example, assume a private residential lot has a depth of 100 feet, the rear or side of which abuts a fire protection slope. Assume that the structure is set back 20 feet from the property line abutting this slope. The Contractor's responsibility is within the portion or balance of the 100 feet outside of the private property boundary, or, in this case, 80 feet. However, the District is responsible for those areas where an easement

has been accepted by the District over a portion of a private lot. Consult with the Director for any questions regarding these areas.

- 13.04 The maintenance of the manufactured slopes requires that the planted slopes be weeded on a regular basis throughout the year. Planted slopes which were not hydro seeded shall be kept weed free at all times and the use of chemicals is permitted. Planted slopes that were hydro seeded require weed removal by hand as the use of chemicals is not permitted. The removal of weeds by hand shall be performed each month during the term of the maintenance contract. Contractor shall program the irrigation system to deliver sufficient moisture within the root zone of trees and shrubs to sustain growth. Contractor shall be responsible for any damage to slope areas caused by excessive watering practices or to plant material caused by lack of water. Plants and trees shall be fertilized in accordance with the requirements of Sections 3, 4 and 6 of these Specifications.
- 13.05 Contractor shall provide general brush clearance/weed abatement as scheduled during the months of May through June for West Creek Village (Zone 68) approximately 3.47 acres and West Creek Canyon Estates – Area B (Zone 69) approximately 13.22 acres.

14. NATURAL AREAS MAINTENANCE (Zones 68 & 69)

- 14.01 Natural areas are open space areas that have minimal usage due to the sloping character of the land and the rugged landscape materials that are native to the land. Contractor will provide periodic maintenance consisting of debris and litter removal only as directed by the Director.
- 14.02 Contractor shall visually inspect as scheduled during the months of January through December West Creek Copper Hill Village (**Zone 68**) and provide pick-up of debris and litter, including removal off site, within the 1.8 acres (or 10% of a total of 18.37 acres) along perimeter of natural areas.
- 14.03 Contractor shall visually inspect as scheduled during the months of January through December West Creek Canyon Estates – Area B (**Zone 69**) and provide pick-up of debris and litter, including removal off site, within along the 2.2 acres (or 10% of a total of 22.25 acres) along perimeter of natural areas.

15. VINYL FENCE MAINTENANCE (Zones 68 & 69)

15.01 Contractor shall maintain vinyl fencing at West Creek Copper Hill Village **(Zone 68)** approximately 1,375 lineal feet and West Creek Canyon Estates – Area B **(Zone 69)** approximately 880 lineal feet once per year. Vinyl fencing shall be washed once per year using cleaning material and methods consistent with the manufacturers suggested recommendations. Work shall be performed as indicated by the County Landscape Contract Monitor.

16. MAINTENANCE, REPAIRS AND REPLACEMENTS DUE TO EXTRAORDINARY INCIDENTS

16.01 Contractor shall be responsible for performing maintenance, repairs and replacement, when the need for such work arises out of Acts of God and third party negligence in accordance with the provisions of this Section. The Contractor shall replace:

- a. Damaged, diseased (untreatable) or dead shrubs, ground cover and trees in accordance with Sections 3, 4 and 6; and,
- b. Inoperable irrigation equipment described in Section 9.

The Contractor shall submit a written estimate of the cost for performing such work. The Director may, upon review and approval of such estimate, authorize the Contractor to perform said work by the issuance of a written Work Order. After submittal of the bill, the Contractor shall be reimbursed only for the agreed upon cost estimate. Allowable cost elements for the replacement of shrubs, ground cover, trees and irrigation equipment shall be their wholesale cost plus a factor for overhead and profit, as provided for in the Contract, plus sales tax and plus cost of labor. Reimbursement for the cost of labor for the replacement of irrigation equipment shall be approved by the Director. In the event that the Contractor's written estimate is not approved, then the Director reserves the right to contract with a third party to perform such work.

16.02 Contractor shall notify the Director in writing on the same day of discovery of the damage due to extraordinary incidents such as Acts of God and third

party negligence. Failure of the contractor to notify the Director promptly of these damages will require the Contractor to make repair and/or replace at its own costs.

EXHIBIT B - 3

Special District Annual Maintenance Program Schedule

Work Activity	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
General Maintenance												
1 Trash removal collection/disposal	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
2 Trim branches, trees, etc., for safety visibility	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
3 Visual/operational inspection of facility by Contractor	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly
4 Walk-through inspection with County Representative	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly
5 Walkways/parks/play areas clean up	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
6 Inspect and maintain all surface drainage devices (V-ditches)	Monthly	Monthly	Monthly	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	Monthly	Monthly	Monthly
7 Weed control	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
8 Insect/disease control	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
Turf Care												
9 Mowing & Edging	Every 2 weeks	Every 2 weeks	Every 2 weeks	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Every 2 weeks
10 Turf Watering	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
11 Aeration - 1/2 times*	--	--	--	--	--	--	--	--	Prior to Fertilization	--	--	--
12 Fertilization*	--	--	15th nitrogen after aeration	15th nitrogen	15th balanced	--	--	--	30th-balanced after aeration	30th nitrogen	30th nitrogen	--
13 Winter overseed-Vertical mow, overseed and top dress*	--	--	--	--	--	--	--	--	--	1st	--	--
14 Chemical weed control	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
15 Usual Disease occurrence treatment*	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed

EXHIBIT B - 3

Special District Annual Maintenance Program Schedule

Work Activity	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Ground Cover												
16 Inspect/clean ground cover beds	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
17 Edging	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
18 Watering	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
19 Annual color plants	--	--	Replace	--	--	Replace	--	--	Replace	--	Replace	--
20 Weed control	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
21 Insect/disease control	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
22 Fertilization - Balanced*	--	--	X	--	X	--	--	--	X	--	--	--
23 Renovation - if needed*	--	15th	X	--	--	--	--	--	--	--	--	--
Shrubs and Vines												
24 Check for damage/special needs to maintain in healthy condition	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
25 Insect/disease control	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
26 Weed control	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
27 Watering	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
*28 Pruning for shape, appearance & Roses (January only)	As Needed (Roses)	As Needed per Director	As Needed per Director	As Needed per Director	As Needed per Director	As Needed per Director	As Needed per Director	As Needed per Director	As Needed per Director	As Needed per Director	As Needed per Director	As Needed per Director
*29 Fertilization - Balanced	--	--	X	X	--	--	--	--	X	--	--	--
Trees												
*30 Fertilization	--	--	X	--	X	--	--	--	X	--	--	--
31 Check for damage/special needs to maintain in healthy condition	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
32 Check/adjust tree stakes ties/guys	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
*33 Preventative Disease Control: Olea Europae (OE), Pyrus Kawakamii (PK), Platanus (PI)		PI	PI	OE, PI	15th-OE				PK		15th-PK	

* Specialty Maintenance Tasks. FOR Item 33: See Exhibit K-2 NOTE: This chart is a guideline only. The appropriate contract Specification Section should be referenced prior to any work activity.

EXHIBIT B - 4

County of Los Angeles Department of Parks and Recreation

Tree Pruning and Removal

Tree pruning shall be performed according to the current guidelines established by the National Arborist Association and the international Society of Arboriculture for shade Trees.

No topping shall be allowed and drop crotch pruning shall be standard.

The pruning of shade trees shall only be performed by Qualified tree workers, who , through related training and/or on-the-job experience, are familiar with the techniques and hazards of arboricultural work including trimming, repairing or removing trees, and the equipment used in such operations. The pruning of trees can be a potentially hazardous occupation and is to be undertaken only by a qualified personnel or trainees under the direct supervision of qualified personnel. All tree workers/trainees should be covered by Worker's Compensation, property damage, public liability and completed operations insurance.

All regulatory guidelines shall be followed.

The class of pruning is divided into four (4) categories as follows.

Class 1 – Fine Pruning is recommended for premium quality work with an emphasis on aesthetic consideration in addition to structural integrity.

- Fine pruning shall consist of the removal of dead, dying, diseased, decayed, interfering, objectionable, obstructing, and weak branches, as well as selective thinning to lessen wind resistance. The removal of such described branches is to include those on the main trunks, as well as those inside the leaf area.

Class 2 – Standard Pruning is recommended where aesthetic considerations are secondary to structural integrity and tree health concerns.

- Standard pruning shall consist of the removal of dead, dying, diseased, decayed, thinning to lessen wind resistance. The removal of such described branches is to include those on the main trunks, as well as those inside the leaf area.

Class 3 – Hazard Pruning is recommended where safety considerations are paramount.

- Hazard pruning shall consist of the removal of dead, diseased, decayed and obviously weak branches two (2) inches in diameter or greater.

Class 4 – Crown Reduction Pruning shall consist of the reduction of tops, sides or individual limbs.

- It involves the removal of parent limb or dominant leader at the point of attachment of a lateral branch. This practice is to be undertaken only for the following reasons.
 - 1) In situations where branches interfere with utility lines.
 - 2) Where there has been significant crown dieback.
 - 3) When it is necessary to achieve specific topiary training or dwarfing.
 - 4) In cases where, due to storm damage or prior incorrect pruning, it is appropriate to prune for safety and aesthetic reasons.

EXHIBIT B - 5

Preventative Disease Control

1. Olea Europaea (Olive Tree)

Fruit Set - preventative treatment

First application to be done when $\frac{1}{2}$ to $\frac{3}{4}$ of blooms are open

Second application to be done 7-10 days after the first application

Exhibit K-1 indicates that this preventative treatment is to be done as follows:

First application - April 1 to May 10, depending upon the blooming stage.

Second application - 7 to 10 days after the first application.

2. Pyrus Kawakamii (Evergreen Pear)

(Fireblight) preventative treatment

Spray application to occur October 1 through mid-November

Fireblight - post treatment after tree specimen has contracted the disease

Prune out diseased wood, sterilizing pruning tools after each cut; Exhibit K-1 indicates when preventative treatment should occur only.

3. Platanus (Sycamore)

Anthraco nose (fireblight) - preventative treatment

This treatment would consist of two (2) applications and possibly a third application depending on the effectiveness of the previous application. Materials used shall be of an approved type by the County Agriculture Department.

Exhibit K-1 indicates - **1st application** to occur during the month of February, during the budding stage.

2nd application to occur during the month of March, during the juvenile growth stage of the leaf.

3rd application to occur during the month of April if there is evidence of blight after mature growth of the leaf

Above applications could vary depending on climatic conditions.

4. Preventative Treatments

Any materials used while performing all of the above described operations will be of a type approved by the County Agricultural Commissioner.

EXHIBIT B - 6

IRRIGATION PROGRAM

Special Districts Irrigation Program Summer and Winter Schedules

I. SUMMER IRRIGATION SCHEDULE

A. Shrub Beds

1. *Shrub Beds* – Spray Heads
4 minutes per station/per cycle
three cycles per day/five days per week
2. *Shrub Beds* – Stream Heads
10 minutes per station/per cycle
three cycles per day/five days per week
3. *Shrub Beds* – Stream Rotary
15 minutes per station/per cycle
three cycles per day/five days per week

B. Turf Areas

1. *Turf Areas* – Spray Heads
5 minutes per station/per cycle
three cycles per day/five days per week
2. *Turf Areas* – Stream Rotary 180 (half)
15 minutes per station/per cycle
three cycles per day/five days per week
3. *Turf Areas* – Stream Rotary 360 (full)
30 minutes per station/per cycle
three cycles per day/five days per week
4. *Turf Areas* – Gear Rotary 180 (half)
20 minutes per station/per cycle
three cycles per day/five days per week
5. *Turf Areas* – Gear Rotary 360 (full)
40 minutes per station/per cycle
three cycles per day/five days per week

C. Planted Slopes

1. *Planted Slopes* – Impact Heads 180 (half)
15 minutes per station/per cycle
three cycles per day/five days per week
2. *Planted Slopes* – Impact Heads 360 (full)
30 minutes per station/per cycle
three cycles per day/five days per week
3. *Planted Slopes* – Spray Heads
5 minutes per station/per cycle
three cycles per day/five days per week

EXHIBIT B - 6 IRRIGATION PROGRAM

Special Districts Irrigation Program Summer and Winter Schedules

II. WINTER IRRIGATION SCHEDULE

As the climate conditions become cooler, the watering schedule will be reduced. The time elements will remain the same, but the number of cycles and number of days will be reduced to three (3) days or less per week.

III. VARIATION OF IRRIGATION SCHEDULES

- A. Variations of the schedules will occur when water has been shut down due to construction by developers which results above-normal watering required to restore landscaping appearance to acceptable level.
- B. Also certain soil conditions may require additional watering, resulting in variations in the schedule for specific stations on a controller.
- C. Private contractor is responsible to make adjustments as needed to maintain acceptable appearance at all times.

IV. INSPECTIONS

District Inspectors will spot check controller schedules on each inspection of a district to assure compliance with irrigation program standards and will conduct a complete irrigation system inspection for each district a minimum of twice a year.

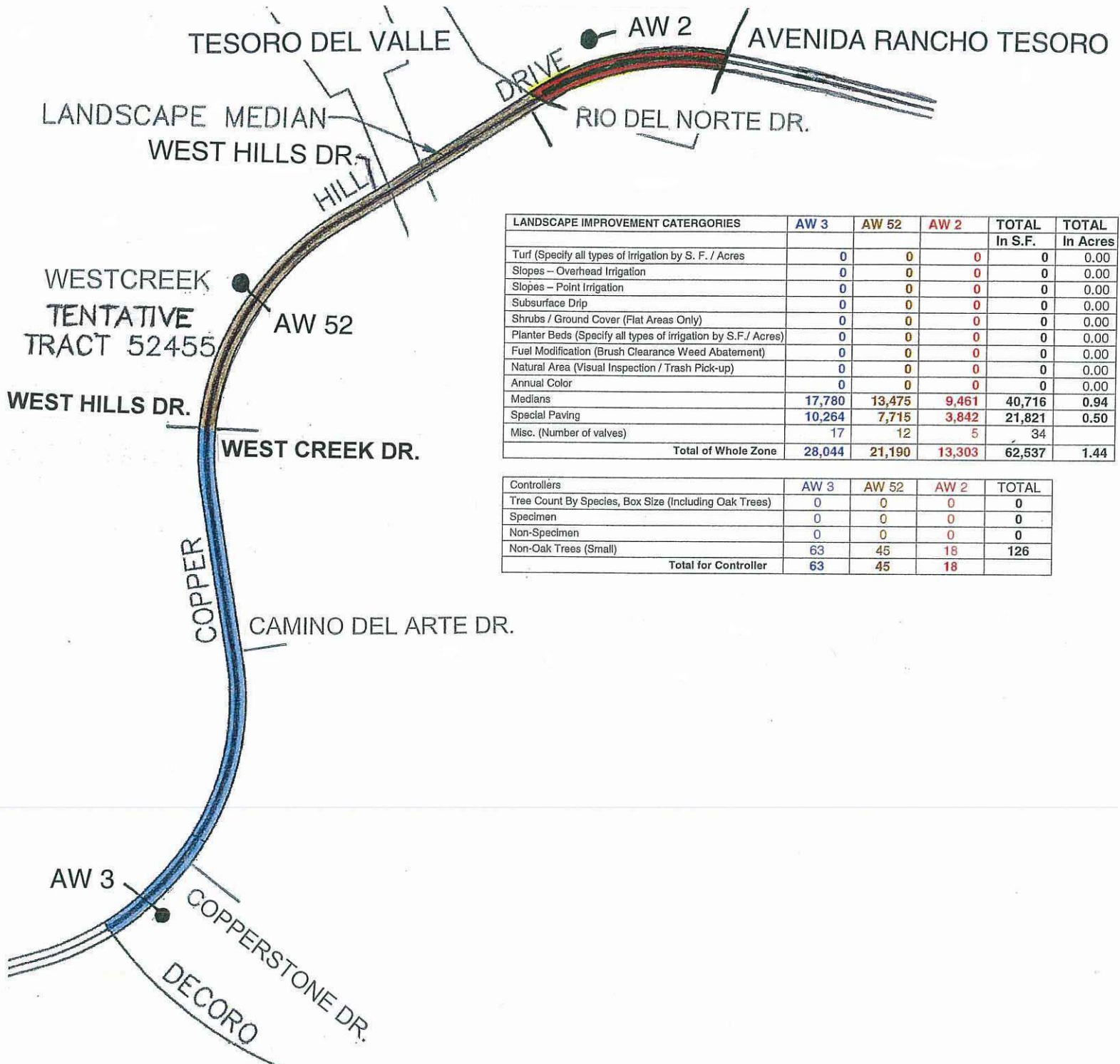
EXHIBIT B - 8
Winter Irrigation Schedule

DATE _____

Location	Code	Type of Controller	Station Number - Specify allotted irrigation time																								Total Time	(spec. time) No. of Cycles	Scheduled Days (circle)
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24			
1.																											Su M Tu W Th F Sa		
2.																											Su M Tu W Th F Sa		
3.																											Su M Tu W Th F Sa		
4.																											Su M Tu W Th F Sa		
5.																											Su M Tu W Th F Sa		
6.																											Su M Tu W Th F Sa		
7.																											Su M Tu W Th F Sa		
8.																											Su M Tu W Th F Sa		
9.																											Su M Tu W Th F Sa		
10.																											Su M Tu W Th F Sa		
11.																											Su M Tu W Th F Sa		
12.																											Su M Tu W Th F Sa		
13.																											Su M Tu W Th F Sa		
14.																											Su M Tu W Th F Sa		
15.																											Su M Tu W Th F Sa		
16.																											Su M Tu W Th F Sa		
17.																											Su M Tu W Th F Sa		
18.																											Su M Tu W Th F Sa		
19.																											Su M Tu W Th F Sa		
20.																											Su M Tu W Th F Sa		

EXHIBIT B-9 (A) ZONE I-A

Landscape and Lighting Act District (LLAD) No. 1
Zone No. 1A – "County Valencia Area-Wide LLAD No. 1, Annexation A"
(Center medians along Copper Hill Dr. between Decoro Dr. and Avenida Rancho Tesoro)



LANDSCAPE IMPROVEMENT CATERGORIES	AW 3	AW 52	AW 2	TOTAL In S.F.	TOTAL In Acres
Turf (Specify all types of Irrigation by S. F. / Acres)	0	0	0	0	0.00
Slopes – Overhead Irrigation	0	0	0	0	0.00
Slopes – Point Irrigation	0	0	0	0	0.00
Subsurface Drip	0	0	0	0	0.00
Shrubs / Ground Cover (Flat Areas Only)	0	0	0	0	0.00
Planter Beds (Specify all types of Irrigation by S.F./ Acres)	0	0	0	0	0.00
Fuel Modification (Brush Clearance Weed Abatement)	0	0	0	0	0.00
Natural Area (Visual Inspection / Trash Pick-up)	0	0	0	0	0.00
Annual Color	0	0	0	0	0.00
Medians	17,780	13,475	9,461	40,716	0.94
Special Paving	10,264	7,715	3,842	21,821	0.50
Misc. (Number of valves)	17	12	5	34	
Total of Whole Zone	28,044	21,190	13,303	62,537	1.44

Controllers	AW 3	AW 52	AW 2	TOTAL
Tree Count By Species, Box Size (Including Oak Trees)	0	0	0	0
Specimen	0	0	0	0
Non-Specimen	0	0	0	0
Non-Oak Trees (Small)	63	45	18	126
Total for Controller	63	45	18	

EXHIBIT B-9 (B)
Landscape and Lighting Act District (LLAD) No. 1
Zn. 1B – "County Valencia Area-Wide LLAD No. 1, Annexation B"
(Center medians along Whites Canyon Road south of Heller Circle)
(Partial Zone Exhibit)



Controller
19274 Heller Circle

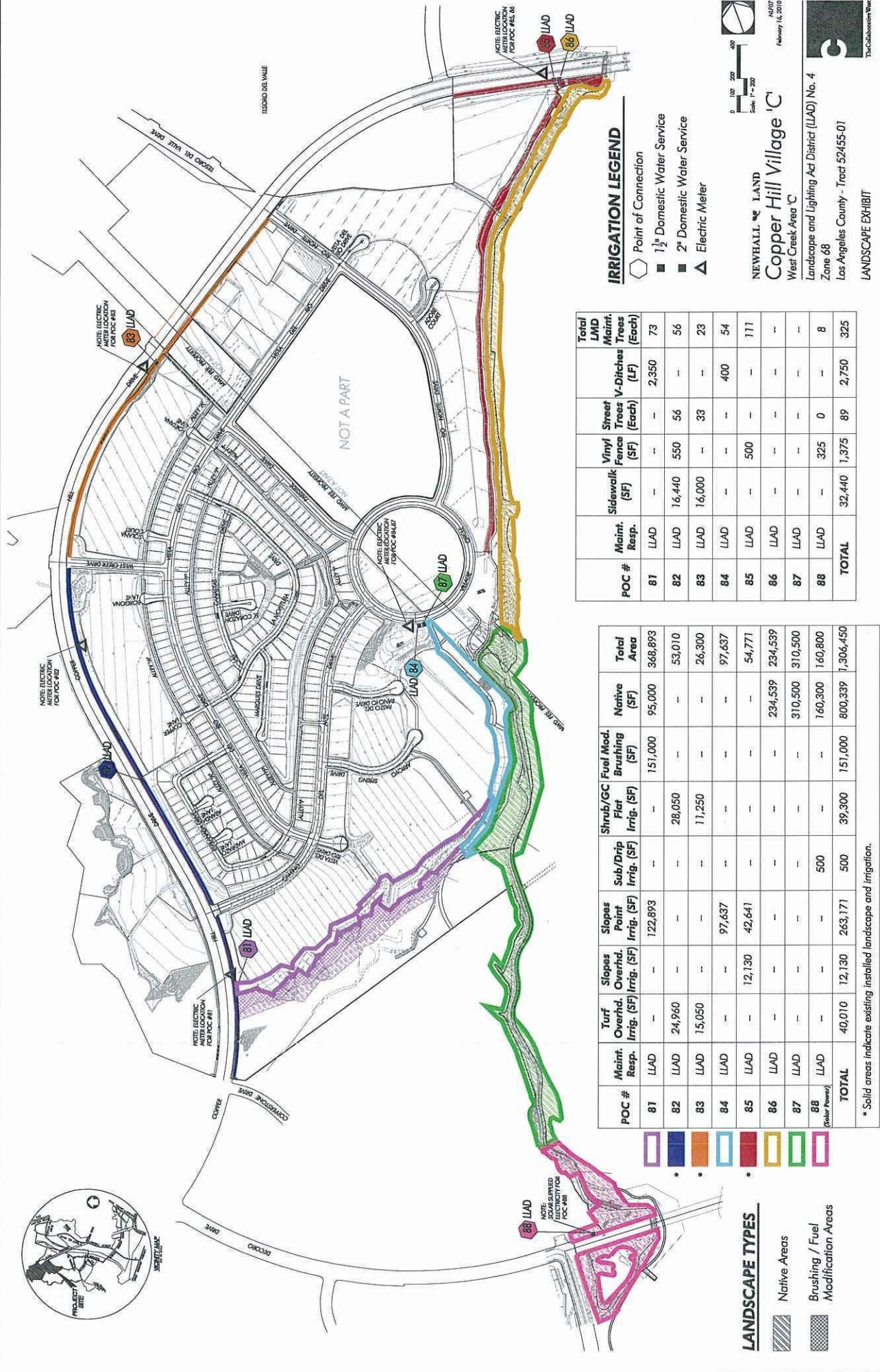


Irrigated Medians surrounded by stamped concrete



Stamped Concrete Medians

EXHIBIT B-9 (C) ZONE 68



NEWHALL LAND
WESTCREEK CANYON ESTATES
(West Hills B) LMD ZONE 69
LOS ANGELES COUNTY-TRACTS 52455-02
LLAD LANDSCAPE MAINTENANCE AREA
OVERALL EXHIBIT

POC #	MAINT. RESP.	IRR. OVERHEAD SF.	IRR. SLOPES OVERHEAD SF.	IRR. SLOPES POINT SF.	IRR. SUB/ORIP SF.	IRR. SLOPES GC. FLAT SF.	FUEL MOD SF.	NATIVE SF.	TOTAL SF.
31	LLAD	-	23,225	20,120	1520	3,275	33,650	133,500	216,140
34	LLAD	-	18,450	10,450	-	9,750	47,500	53,500	137,650
38	LLAD	-	2,915	90,207	-	-	210,000	86,000	389,122
39	LLAD	6,667	23,984	-	-	5,772	29,000	20,000	91,423
41	LLAD	-	-	80,427	-	530	136,000	55,000	271,957
49	LLAD	-	-	47,171	360	2,218	120,000	229,749	-
51	LLAD	14,365	-	-	-	-	-	-	14,365
57	LLAD	-	9,109	107,618	-	-	-	190,000	306,927
59	LLAD	3,487	3,822	62,005	-	-	-	201,000	270,414
60	LLAD	13,636	28,782	40,791	1,486	-	-	170,000	254,895
	TOTAL:	38,155	114,287	459,089	3,366	21,545	576,000	969,000	2,181,442

POC #	MAINT. RESP.	SIDEWALK SF.	VINYL FENCE LF.	STREET TREES EA	V-DITCHES LF.	TOTAL TREES EA
	LLAD	-	155	-	1800	30
	LLAD	-	-	-	600	25
	LLAD	-	-	-	2300	55
	LLAD	-	-	-	650	25
	LLAD	-	-	-	-	37
	LLAD	-	-	-	300	34
	LLAD	10,519	-	32	-	0
	LLAD	-	-	-	4500	58
	LLAD	3,402	-	8	2,700	31
	LLAD	14,460	725	54	1800	57
TOTAL:		28,381	890	94	14,650	352

IRRIGATION SERVICE LEGEND	
SYMBOL	DESCRIPTION
(X)	POINT OF CONNECTION
●	2" DOMESTIC WATER SERVICE
◻	110 V. 1 PH. ELECTRICAL SERVICE

NATIVE AREA

BRUSHING AREA

FIRE FUEL THINNING ZONE

BUSHING LIMIT



Oak Tree Management & Maintenance Requirements

The following management and maintenance requirements apply to all oak trees within the maintained areas unless otherwise noted:

1. The contractor shall arrange for an ISA certified arborist to conduct inspections of all specimen trees within the maintained areas of the zone and to compile a report to be submitted to the Administrator of Special Districts. The certified arborist's report is due twice a year in the April–May and September–October time periods. The arborist's report should at minimum include:
 - A. Observations on the condition of trees
 - B. Recommendations for remedy and daily care
 - C. Long term maintenance criterion
2. Pruning shall be limited to the removal of deadwood and stubs and medium pruning of branches two inches in diameter or less in accordance with the guidelines published by the National Arborist Association and the County's Oak Tree Ordinance. Pruning shall also be as needed to correct any hazardous structure, and reduce weight at ends of overly long branches to balance overall tree growth and direct growth in a manner and condition appropriate for the tree.
3. Watering needs shall be based on site conditions, weather patterns, moisture sensor readings and probing of the tree root ball.
4. Water basins shall be maintained intact to keep water from ponding adjacent to tree trunks. Berms shall be kept 6 to 8 inches in height. Maintenance of water basins shall include weed removal and replenishment of coarse mulch at a consistent 3-inch depth, as needed.
5. Guy wires shall be checked during maintenance to ensure proper anchoring and tension in order to provide tree support during windy conditions.
6. Tree basins shall be checked for standing water and pumped out, as necessary.
7. Apply the product IRONITE in April, per manufacturer's label directions. Water immediately following the application.

NOTE: All oak trees within the maintenance areas shall be maintained in accordance with the Los Angeles County Oak Tree Ordinance, as applicable.



ENVIRONMENTAL REVIEW OAK TREE ORDINANCE

The Los Angeles County Oak Tree Ordinance has been established to recognize oak trees as significant historical, aesthetic, and ecological resources. The goal of the ordinance is to create favorable conditions for the preservation and propagation of this unique and threatened plant heritage. By making this part of the development process, healthy oak trees will be preserved and maintained. The Los Angeles County Oak Tree Ordinance applies to all unincorporated areas of the County. Individual cities may have adopted the county ordinance or their own ordinance which may be more stringent.

PERMIT REQUIREMENTS:

Under the Los Angeles County Ordinance, a person shall not cut, destroy, remove, relocate, inflict damage, or encroach into the protected zone of any tree of the oak tree genus, which is 8" or more in diameter four and one-half feet above mean natural grade or in the case of oaks with multiple trunks combined diameter of twelve inches or more of the two largest trunks, without first obtaining a permit.

TYPES OF OAKS COMMONLY FOUND IN LOS ANGELES COUNTY

Many kinds of oak trees are native to Los Angeles County. All oak species are covered by the oak tree ordinance. Older oak trees that have thrived under natural rainfall patterns of dry summers and wet winters often cannot tolerate the extra water of a garden setting. These trees must be treated with special care if they are to survive. Oaks that have been planted into the landscape or have sprouted as volunteers tend to be more tolerant of watered landscapes. While these vigorous young trees may grow 1 1/2 to 4 feet a year in height under the best conditions, they are not as long-lived as indigenous oaks.

OTHER COMMON OAKS:

Quercus Kelloggii California Black Oak

Quercus Chrysolepis Canyon Live Oak

Quercus Dumosa California Scrub Oak

Quercus Agrifolia Coast Live Oak

Large evergreen tree with a broad round shape and large limbs growing 30'-70' high and 35'-80' wide. Leaves are deep glossy green, 1"-3" long, spiny and holly-like with distinctly cupped or curled leaf edges. This is the most common oak seen around southern California's foothill communities.

Quercus Engelmannii Mesa Oak

Mesa oaks are indigenous to the foothills of the Sierra Madres. They grow 40 to 50 feet high with semi-evergreen, dense, wide-spreading canopy. Leaves are thick, deep blue green in color; varying form and size.

Quercus Lobata Valley Oak

Large deciduous tree 60'-75' high, broadly spreading 50'-80' wide. Leaves are deep green 3"-4" long, paper-like texture with deep rounded lobes on the leaf edge. Tends to favor valley bottoms; for this reason the valley oak has disappeared from the landscape rapidly, impacted severely by agriculture and development.

ENVIRONMENTAL REVIEW OAK TREE CARE AND MAINTENANCE



This Oak Tree Care and Maintenance Guide offers basic information and practical guidelines aimed at the preservation and continued health and survival of oak trees in the residential landscape. Increasing pressure for development is changing the oak woodland of Los Angeles County. Heritage oaks which once survived in open rolling hills are now being preserved or replanted and incorporated into the community. How do we protect these trees during the planning and development process, and ensure their survival once they are in the home garden? The Oak Tree Oak Trees in the residential landscape often suffer decline and early death due to conditions that are easily preventable. Damage can often take years to become evident, and by the time the trees show obvious signs of disease it is usually too late to help. Improper watering, especially during the hot summer months, and disturbance to critical root areas are most often the causes. This booklet will provide guidelines on where these critical areas lie and ways to avoid disturbing them, as well as information on long-term care and maintenance of both natural and planted oaks. Lists of additional resources for more information and demonstration areas to visit are also included.

The Los Angeles County Oak Tree Ordinance has been established to recognize oak trees as significant historical, aesthetic, and ecological resources. The goal of the ordinance is to create favorable conditions for the preservation and propagation of this unique and threatened plant heritage. By making this part of the development process, healthy oak trees will be preserved and maintained. The Los Angeles County Oak Tree Ordinance applies to all unincorporated areas of the County. Individual cities may have their own ordinances, and their requirements may be different. Permit Requirements: Under the Los Angeles County Ordinance, a person shall not cut, destroy, remove, relocate, inflict damage, or encroach into the protected zone (see text) of any ordinance sized tree of the oak tree genus without first obtaining a permit. Damage includes but is not limited to :

- Burning
- Application of toxic substances
- Pruning or cutting
- Trenching
- Excavating
- Paving
- Operation of machinery or equipment
- Changing the natural grade
- Chapter 22.56.2050: Oak Tree Permit Regulations, Los Angeles County, Adopted: August 20, 1982. Amended: September 13, 1988.

For more information about the County Oak Tree Ordinance, visit the Forestry Division's website at: <http://lacofd.org/Forestry.asp>

or contact:

Department of Regional Planning
320 W. Temple Street, 13th floor
Los Angeles, CA 90012-3284
(213) 974-6411
TDD: (213) 617-2292
<http://planning.co.la.ca.us>

Types of oaks commonly found in Los Angeles County: Many kinds of oak trees are native to Los Angeles County. A few of the more common ones are shown below, but all oak trees are covered by the Oak Tree Ordinance. Older oaks which have thrived under the natural rainfall patterns of dry summers and wet winters often can't handle the extra water of a garden setting. These trees must be treated with special care if they are to survive. Those oaks that have been planted into the landscape or sprouted naturally tend to be more tolerant of watered landscapes. These vigorous young trees may grow 1½ to 4 feet a year in height under good conditions. Once established these trees would benefit from the same special care outlined in this guide.

THE PROTECTED ZONE

The protected zone defines the area most critical to the health and continued survival of an oak tree. Oaks are easily damaged and very sensitive to disturbances that occur to the tree or in the surrounding environment. The root system is extensive but surprisingly shallow, sometimes radiating out as much as 50 feet beyond the spread of the tree leaves, or canopy. The ground area at the outside edge of the canopy, referred to as the drip line, is especially important: the tree obtains most of its surface water and nutrients here, and conducts an important exchange of air and other gases. The protected zone is defined in the Oak Tree Ordinance as follows:

“The Protected Zone shall mean that area within the drip line of an oak tree and extending there from to a point at least 5 feet outside the drip line or 15 feet from the trunk, whichever distance is greater.”

CHANGES IN THE GRADE

Any change in the level of soil around an oak tree can have a negative impact. The most critical area lies within 6' to 10' of the trunk: no soil should be added or scraped away. Water should drain away from this area and not be allowed to pond so that soil remains wet at the base. Retaining walls designed to hold back soil above or below an existing tree should be avoided if at all possible, especially within the protected zone. These types of structures cause critical areas at the drip line to be buried, or require that major roots be severed. Water trapped at the base of the tree could lead to root rot or other impacts, and to the decline and premature death of a highly valued landscape tree. Construction activities outside the protected zone can have damaging impacts on existing trees. Underground water sources can be cut off due to falling water tables, or drainage may be disrupted. Trenching Digging of trenches in the root zone should be avoided. Roots may be cut or severely damaged, and the tree can be killed. If trenches must be placed within the protected zone, utilities can be placed in a conduit, which has been bored through the soil, reducing damage to the roots. Insist that as many utilities as allowed be placed in a single trench, instead of the common practice of digging a separate trench for each individual line. Trenching can also be accomplished using hand tools or small hand held power equipment to avoid cutting roots. Any roots exposed during this work should be covered with wet burlap and kept moist until the soil can be replaced. Soil Compaction and Paving The roots depend upon an important exchange of both water and air through the soil within the protected zone. Any kind of activity that compacts the soil in this area blocks this exchange and can have serious long-term negative effects on the tree. If paving material must be used, some recommended surfaces include brick paving with sand joints, or ground coverings such as wood chips (note the advantages of natural materials for providing nutrients under mulching).

CONSTRUCTION ACTIVITY WITHIN THE PROTECTED ZONE

WATERING

The key is prevention – do not over water. Improper watering is often overlooked as the cause of tree death because it can take years for the damage to show. Once the tree shows obvious signs of decline, it is often too late to correct the problem. The seasonal weather pattern for this region is one of dry summers and winter rain. Oak trees are naturally drought tolerant and adapted to this cycle. If the tree is vigorous and thriving it should not require any additional

water. If the natural source of surface or underground water has been altered, some supplemental water may be necessary, but proceed with caution. The goal of any watering schedule for oak trees should be to supplement natural rainfall and it should occur only when the tree would normally receive moisture. This might be in the winter, if rains are unusually late, or in spring if rainfall has been below normal levels. Over watering, especially during the summer months, causes a number of problems which can lead to decline and eventual death of the tree. It creates ideal conditions for attacks of Oak Root Fungus by allowing the fungus to breed all year. In addition, both evergreen and deciduous oaks grow vigorously in the spring and naturally go dormant in the summer. Extra water only encourages new tip growth which is subject to mildew. Oaks need this period of rest. Newly planted oaks may need supplemental watering during their first few summers. After they become established water should be applied according to the previous guidelines.

PRUNING

For oak trees the periodic removal of dead wood during periods of tree dormancy should be the only pruning needed. Any cutting of green wood opens scars that could allow the entry of organisms or disease. Before pruning obtain the advice of a certified arborist or other professional and consult the local city or county where the tree is located to find out what regulations apply. Pruning of both live and dead wood can sometimes require a permit.

MULCHING

Leaf litter from the tree is the best mulch and should be allowed to remain on the ground within the protected zone. Crushed walnut shells or wood chips can be used, but the oak leaves that drop naturally provide the tree with a source of nutrients. Avoid the use of packaged or commercial oak leaf mulch which could contain Oak Root Fungus. Redwood chips should not be used due to certain chemicals present in the wood.

MAINTENANCE

Disease and Pests Trees that are stressed, especially because of improper watering practices, are prone to certain diseases and attacks by pests. The most damaging of these diseases is the Oak Root Fungus *Armillaria mellea*. Occurring naturally in the soil, the fungus thrives under wet conditions and dies back in the summer when soils dry out. This is why summer watering of oaks can be a deadly practice. As noted in the watering guidelines, wet soil in the summer allows the fungus to grow all year. As the population grows, their natural food sources are depleted and they begin feeding on oak tree roots. The fungus does not require an open wound in the tree to gain entry. Indications of the fungus include:

- die back of branches or tips.
- honey colored fungus at or near the root crown.
- white fan-like fungus between wood and bark.
- the presence of black, shoestring-like growths in the soil.

Once the tree begins to show obvious signs of infection treatment is generally ineffective. The best treatment is to avoid the conditions that lead to Oak Root Fungus infections. **Pit Scale**, **Oak Moth**, and other pests: any significant changes in leaf color, branch die back, presence of black sooty materials on leaves or other changes should be noted. Seek the advice of a professional forester, arborist, farm advisor or other expert before the application of any pesticides on an oak tree.

PLANTING UNDERNEATH OAKS

The natural leaf litter is by far the best ground cover within the protected zone. If plants must be placed, the following guidelines should be followed: There should be no planting within a minimum 6 to 10 feet of the trunk. Avoid plants that require any supplemental water once established. Choose plants suited for "dry shade." Those listed in the box below offer some good choices. To see some examples of how these plants have been used under oaks refer to the Additional Resources section on the following page.

PLANTS TO CONSIDER:

Plant Name Description

Arctostaphylos densiflora 3' high, 6' wide. Toughest of available forms.

'Howard McMinn' Manzanita Whitish-pink flowers.

Arctostaphylos edmundsii 1-2' high, 4-5' wide. Tolerant of full shade.

Little Sur Manzanita

Arctostaphylos hookeri 1-2' high, spreading to 12' wide by rooting

Monterey Carpet Manzanita branches. White to pink flowers.

Ceanothus griseus horizontalis Less than 2 1/2' tall, low & creeping.

Carmel Creeper Clusters of small blue flowers.

Heuchera spp. 2-4' mound. Flowers on an upright stem 2-3"

Coral Bells high and spotted with red or pink.

Mahonia aquifolium compacta 2-4' high, spreading by underground roots.

Oregon Grape Bright yellow flower clusters.

Ribes viburnifolium 2-3' high, spreading to 12' wide. Flowers

Evergreen or Catalina Currant pink to red in small clusters.

NOTES:

Before deciding on plants, check a source such as the Sunset Western Garden Book to determine which plants will grow in your area. When choosing shade tolerant plants, consider that the ground under the south side of the tree will get more sunlight while the northern side will tend to remain more deeply shaded.

ENVIRONMENTAL REVIEW:

HOW TO SELECT AN OTP APPLICATION

AN OAK TREE PERMIT IS REQUIRED FOR:

- A. For any activity that may result in an impact to the oak resource. Impacts include cutting, destroying, removing, relocating, inflicting damage or encroaching into the protected zone of any tree of the oak genus that is 25 inches or more in circumference or eight (8") inches in diameter as measured four and one-half feet above mean natural grade, or in the case of multi trunks whose combined circumference of any two trunks is at least 12" in diameter.
- B. For any activity that may impact any oak tree, regardless of size, which was provided as a replacement tree pursuant to the Los Angeles County Oak Tree Ordinance.

There are a few exemptions to the Oak Tree Permit process. Routine maintenance and pruning of an oak tree required to protect life and property while maintaining tree health is allowed and an Emergency Oak Tree Permit may be issued under certain situations. Live limbs up to 2" in diameter may be pruned and dead limbs removed. Removal of limbs within 10 feet of a chimney is allowed to maintain fire clearances. An Emergency Oak Tree Permit may be issued upon inspection and approval of a county forester when a tree poses an immediate threat to life or property. Proper filing procedures will be discussed during your appointment with the county zoning and permit counselor.

APPLICATION PROCEDURE

Your first step is to contact the Department of Regional Planning's Land Development Coordinating Center to obtain the form for an oak tree permit. Their phone number is (213) 974-6411. A zoning and permit counselor is available between the hours of 7:30 a.m. and 6:00 p.m. Monday-Thursday in Room 1360 in the Hall of Records, 320 West Temple Street, Los Angeles, CA 90012. There, you can discuss your plans and obtain pertinent facts about land use, zoning, and permits, that may affect your property and oak resource. You also may call the Environmental Review Unit of the County of Los Angeles Fire Department's Forestry Division, for an assessment of your projects potential impact to the oak resource or emergency request. Their phone number is (818) 890-5719, Mon.-Fri., 7:30 am to 5:00 pm.

APPLICATION PROCESSING

When you have completed the application forms and assembled all of the required materials including an oak tree report prepared by an approved expert, you should call for an appointment to file your application. A planner will review the materials to insure that all necessary items are submitted and the necessary fees paid. When the filing has been deemed complete, you may be set for public hearing before a Hearing Officer or the Regional Planning Commission depending on the circumstances of your case. A combined hearing will be held by the Regional Planning Commission or Hearing Officer for an Oak Tree Permit filed concurrently with other types of applications on the same property.

Before the public hearing, your Oak Tree Permit Application and Oak Tree Report, if required by the Director, will be reviewed by foresters of the County of Los Angeles Fire Department. They shall review the report for accuracy and make physical inspections of the project site. Such inspections shall determine the health of all oak trees and other factors as may be needed to complete their review. A copy of the forester's comments on the report will be submitted in writing to the Director or Commission within 15 days of receipt of the application from the Director. The foresters may at their option suggest mitigating conditions for use by the Hearing Officer, Director, or Commission. There are additional fees for the review, field inspection, and field monitoring for use of the permit. The fees are paid directly to the County of Los Angeles Fire Department and are based on the number of oaks involved and complexity of the project.

Notices of public hearing are sent to the applicant and surrounding property owners advising them of your application and the time and place of the public hearing. A legal advertisement is also placed in a local newspaper. A staff report is prepared containing an analysis of the impact and preliminary recommendations. This report is available for public review the day of the public hearing. Either a Hearing Officer or on more complex / controversial cases the Regional Planning Commission, will hear the Oak Tree Permit request.

PUBLIC HEARING

When concurrent consideration for other required permits (i.e. zone changes, land divisions, variances) requiring a public notice and a public hearing exists, the Oak Tree Permit shall be considered in the same public notice and public hearing. When no concurrent consideration is noted by the Hearing Officer, the Director shall conduct a public hearing subject to the public notice of an Oak Tree Permit filing. The public hearing will be within 30 to 45 days of the public notice. The public notice of an Oak Tree Permit filing shall be published once in a newspaper of general circulation within the County of Los Angeles and available in the community in which the Oak Tree Permit is proposed.

The applicant or his representative should attend the public hearing and be available to present and explain the request. You may bring all materials and other people you feel are necessary to assist you in presenting your request. Owners of adjacent property and other interested persons will also be allowed to testify. However, neither a public notice nor public hearing, is required when removal or relocation of only one tree is proposed in conjunction with a single-family residence listed as a permitted use in the zone.



**SAMPLE
CONTRACT
BY AND BETWEEN**

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

AND

FOR

**LANDSCAPE AND GROUND MAINTENANCE SERVICES
SPECIAL DISTRICTS**

WEST CREEK AREA ZONES

1A, 1B, 68 & 69

February 1, 2011

CONTRACT PROVISIONS TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
RECITALS		1
1.0	APPLICABLE DOCUMENTS	2
2.0	DEFINITIONS	2
3.0	CONTRACTOR SERVICES.....	4
4.0	TERM OF CONTRACT	4
5.0	CONTRACT SUM	5
6.0	ENFORCEMENT OF CONTRACT.....	8
7.0	CONTRACTOR'S STAFF	9
8.0	CHANGE NOTICES AND AMENDMENTS.....	11
9.0	STANDARD TERMS AND CONDITIONS	
9.1	ASSIGNMENT AND DELEGATION.....	12
9.2	AUTHORIZATION WARRANTY	13
9.3	BUDGET REDUCTIONS.....	13
9.4	COMPLAINTS	13
9.5	COMPLIANCE WITH APPLICABLE LAW	15
9.6	COMPLIANCE WITH CIVIL RIGHTS LAWS	16
9.7	COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM	16
9.8	CONFLICT OF INTEREST.....	18
9.9	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR RE-EMPLOYMENT	19
9.10	CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS	19
9.11	CONTRACTOR RESPONSIBILITY AND DEBARMENT	20
9.12	CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT	23
9.13	CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW	23
9.14	CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM.....	23
9.15	CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM.....	24
9.16	COUNTY'S QUALITY ASSURANCE PLAN.....	24
9.17	DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS.....	25
9.18	EMPLOYMENT ELIGIBILITY VERIFICATION.....	25
9.19	FACSIMILE REPRESENTATIONS	26
9.20	FAIR LABOR STANDARDS.....	26
9.21	GOVERNING LAW, JURISDICTION, AND VENUE	27
9.22	INDEPENDENT CONTRACTOR STATUS.....	27

**CONTRACT PROVISIONS
TABLE OF CONTENTS**

9.23	INDEMNIFICATION	28
9.24	PROVISIONS FOR ALL INSURANCE, GENERAL	28
9.25	INSURANCE COVERAGE REQUIREMENTS.....	33
9.26	INTERPRETATION OF MAINTENANCE SPECIFICATIONS	34
9.27	NONDISCRIMINATION AND AFFIRMATIVE ACTION	35
9.28	NON-EXCLUSIVITY	36
9.29	NOTICE OF DELAYS.....	37
9.30	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	37
9.31	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW	37
9.32	NOTICES	38
9.33	PREVAILING WAGES	38
9.34	PUBLIC RECORDS ACT	39
9.35	PUBLICITY	40
9.36	RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT	40
9.37	RECYCLED BOND PAPER	43
9.38	REMEDIES/LIQUIDATED DAMAGES.....	43
9.39	RIGHT OF ENTRY	45
9.40	SUBCONTRACTING.....	46
9.41	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED TAX REDUCTIONS PROGRAM.....	47
9.42	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM.....	48
9.43	TERMINATION FOR CONVENIENCE BY COUNTY	48
9.44	TERMINATION FOR DEFAULT	49
9.45	TERMINATION FOR IMPROPER CONSIDERATION	52
9.46	TERMINATION FOR INSOLVENCY.....	52
9.47	TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE	53
9.48	TERMINATION FOR NON-APPROPRIATION OF FUNDS	53
9.49	TERMINATION UPON TRANSFER OF TITLE, MAINTENANCE RESPONSIBILITY, OR PARK CLOSURE.....	54
9.50	VALIDITY	55
9.51	WAIVER	55
9.52	WARRANTY AGAINST CONTINGENT FEES.....	55
10.0	UNIQUE TERMS AND CONDITIONS	
10.1	COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM.....	55

**CONTRACT PROVISIONS
TABLE OF CONTENTS**

11.0	ENTIRE CONTRACT	65
	SIGNATURES	66

STANDARD EXHIBITS

A	PRICING and BILLING SCHEDULE and PERFORMANCE FREQUENCIES (See Appendix C, Exhibit 14).....	
A -1	UNIT PRICE LIST (See Appendix C, Exhibit 15)	
B	STATEMENT OF WORK (See Appendix B)	
C	PREVAILING WAGE DETERMINATIONS (See Appendix D)	
D	CONTRACTOR'S EEO CERTIFICATION (See Appendix C, Exhibit 8)	
E	PUBLIC PAYROLL REPORTING FORM (See Appendix D)	
F	CONTRACTOR'S QUALITY CONTROL PLAN	
G	INTERNAL REVENUE SERVICE NOTICE NO. 1015 (See Appendix G)	
H	JURY SERVICE ORDINANCE (See Appendix H)	
I	SAFELY SURRENDERED BABY LAW (See Appendix L).....	
J	LIVING WAGE ORDINANCE (See Appendix I)	
K	MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFITS PAYMENT	
L	PAYROLL STATEMENT OF COMPLIANCE	
M	EMPLOYEE NOTICE OF LIVING WAGE HANDOUT (Eng/Span)	
N	CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT.....	
O	COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM.....	

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND**

**FOR
LANDSCAPE AND GROUND MAINTENANCE SERVICES
WEST CREEK AREA ZONES
1A, 1B, 68 & 69**

This Contract and Exhibits made and entered into this _____ day of _____, 2011, by and between the County of Los Angeles, hereinafter referred to as the County, and _____, hereinafter referred to as the Contractor.

RECITALS

WHEREAS, pursuant to Section 44.7 of the Los Angeles County Charter as implemented by Los Angeles County Code Section Title 2, Chapter 2.121.250, et seq., the County is permitted to contract with private businesses to perform services when it is more economical or feasible to do so; and

WHEREAS, the Contractor is duly licensed and certified to engage in the business of landscape and ground maintenance services; and warrants that it possesses the competence, expertise, equipment, resources and personnel necessary to provide such services; and

WHEREAS, the Contractor has submitted a proposal to the County for provision of such services and based upon an evaluation of the proposals under Los Angeles County Code Section 2.121.320 the Contractor has been selected for recommendation for award of such contract;

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

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K, L, M, N and O are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority:

- 1.1 EXHIBIT A - Pricing and Billing Schedule and Performance Frequencies
- 1.2 EXHIBIT A -1 Unit Price List
- 1.3 EXHIBIT B - Statement of Work
- 1.4 EXHIBIT C - Prevailing Wage Determinations
- 1.5 EXHIBIT D – Contractor’s EEO Certification
- 1.6 EXHIBIT E – Public Payroll Reporting Forms
- 1.7 EXHIBIT F - Contractor’s Quality Control Plan
- 1.8 EXHIBIT G - IRS Form 1015
- 1.9 EXHIBIT H - Jury Service Ordinance
- 1.10 EXHIBIT I – Safely Surrendered Baby Law
- 1.11 EXHIBIT J - Living Wage Ordinance
- 1.12 EXHIBIT K - Monthly Certification for Applicable Health Benefits Payment
- 1.13 EXHIBIT L – Payroll Statement of Compliance
- 1.14 EXHIBIT M - Employee Living Wage Notice Handout (Eng/Span)
- 1.15 EXHIBIT N - Contractor Acknowledgement and Confidentiality Agreement
- 1.16 EXHIBIT O - County’s Defaulted Property Tax Reduction Program

2.0 DEFINITIONS

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

- 2.1 Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of services.
- 2.2 Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by this Contract.
- 2.3 Board of Supervisors:** The Board of Supervisors of the County of Los Angeles acting as governing body or their designee.
- 2.4 Contractor Contract Manager:** The individual designated by the Contractor to administer the Contract operations after award of the Contract.
- 2.5 County Contract Monitor:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.6 County Contract Manager:** Person designated by the Director with authority to manage the operations related to this Contract, or his/her authorized representative.
- 2.7 Department:** The County of Los Angeles Department of Parks and Recreation acting on behalf of the County for matters relating to this Contract.
- 2.8 Director:** The Director of the Department of Parks and Recreation, County of Los Angeles, acting on behalf of the County on contractual or administrative matters relating to the enforcement of this Contract, or his authorized representative(s).
- 2.9 Monthly Contract Sum:** The amount of one-twelfth (1/12) of the total annual amount of compensation, or a prorated monthly amount, to be paid by the County for services rendered by the Contractor under the terms and conditions of this Contract.
- 2.10 Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.

2.11 Day(s): Calendar day(s) unless otherwise specified.

2.12 Fiscal Year: The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 CONTRACTOR SERVICES

3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the Statement of Work, Exhibit B.

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

3.3 Contractor shall notify the Director in writing as soon as reasonably possible on the same day of discovery of any damage due to extraordinary incidents such as Acts of God and suspected third party negligence.

4.0 TERM OF CONTRACT

4.1 The term of this Contract shall be for two (2) years commencing **February 1, 2011**, pending the Board of Supervisors' approval, and continuing through **January 31, 2013**, unless terminated sooner or extended, in whole or in part, as provided in this contract.

4.2 The Director shall issue to the contractor a written Notice to Proceed indicating the date in which to commence services at the facilities identified in Exhibit B, Statement of Work, Section 2.

4.3 The County shall have the sole option to extend the Contract term for up to three (3) additional one-year periods. Each such option year shall be exercised at the sole discretion of the Director, which may include a cost of living adjustment (COLA) per option year as provided for in Paragraph 5.4, hereinafter.

4.4 The Contractor shall notify the Department when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written

notification to the Department at the address herein provided in Subparagraph 9.33, Notices, of this Contract.

- 4.5 By reasons or acts beyond the control of the County, this Contract may be terminated by the County without liability or damages whenever the County is prevented by operation of laws, Acts of God, or by the official action of Local, State or Federal authorities from complying with the provisions of this Contract.

5.0 CONTRACT SUM

- 5.1 The contract sum under the terms of this Contract shall be the total monetary amount payable by the County to the Contractor for provision of landscape and ground maintenance services. Said sum shall comply with Exhibit A, Pricing and Billing Schedule and Performance Frequencies.
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any other entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.
- 5.3 In no event shall the Contractor be entitled to compensation exceeding the total contract amount unless the Contract is amended in writing pursuant to Section 8.0, Change Notices and Amendments.

5.4 Cost of Living Adjustment (COLA)

If the County elects in its sole determination to exercise the option years, the contract (hourly, daily, monthly, etc.) sum, identified hereinabove, may be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding

the contract anniversary date, which shall be the effective date for any cost of living adjustment. However, any increase shall not exceed the general salary movement granted to County employees as determined by the CEO as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries; no cost of living adjustments will be granted. Where the County decides to grant a cost of living adjustment pursuant to this paragraph for contract option years, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this contract) from the base upon which a COLA is calculated, unless the contractor can show his/her labor cost will actually increase.

5.5 No Payment for Services Provided Following Expiration/Termination of Contract

The Contractor shall have no claim against the County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration/termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

- 5.6 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Director at the address herein provided under Subparagraph 9.33, Notices, of this Contract.

5.7 Invoices and Payments

- 5.7.1 The Contractor shall invoice the County monthly in arrears for providing the tasks, deliverables, goods, services, and other work specified in Exhibit B, Statement of Work and priced in accordance with Exhibit A, Pricing and Billing Schedule and Performance Frequencies .
- 5.7.2 The Contractor shall present two (2) copies of the monthly invoice for work performed during the preceding month. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. Said invoices shall include all required certifications and reports as provided for in this Contract, including Subparagraph 10.1, Compliance with the County's Living Wage Program, and Exhibit J, Statement of Work, Section 3, Certifications/Reports. No invoice will be approved for payment unless the required subject documents identified hereinabove are included with the invoice.
- 5.7.3 The Contractor shall submit the monthly invoices to the County on or before the 15th calendar day of each month in the amount of one-twelfth (1/12) of the total annual amount of compensation, or a prorated monthly amount, to be paid by the County for services rendered by the Contractor under the terms and conditions of this Contract. Said payment shall be made within thirty (30) days upon receiving a properly prepared and correct invoice, providing that all work performed during the preceding month has been inspected and accepted by the Director and that applicable certifications and reports have been submitted in accordance with the provisions of this Contract.
- 5.7.4 All invoices submitted by the Contractor for payment must have the written approval of the Director prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. The Contractor shall look for

payment exclusively from the funds having been allocated by the County for such services.

5.7.5 Local Small Business Enterprises – Prompt Payment Program

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

6.0 ENFORCEMENT OF CONTRACT

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

7.0 CONTRACTOR'S STAFF

- 7.1 At any time prior to or during the term of this Contract, the County may require that all of the Contractor's staff performing work under this Contract undergo and pass, to the satisfaction of the County, a background investigation, as a condition of beginning and continuing to work under this Contract. The County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the sole expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.
- 7.2 The Contractor shall provide sufficient personnel to perform all work in accordance with the specifications set forth herein. The Contractor's employees, whether assigned to any one facility or as part of a crew serving any number of facilities, shall include at least one individual who speaks and comprehends the English language.
- 7.3 The Contractor shall designate a person who will be able to respond to emergencies after normal business hours. Designee shall be available for notification through a cell phone, answering service, beeper or electronic mail communication device to receive or respond to emergency situations.
- 7.4 The Director has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff.
- 7.5 The Director may at any time give the Contractor written notice to the effect that the conduct or action of a designated employee of the Contractor is, in the reasonable belief of the Director, detrimental to the interest of the public patronizing the premises. The Contractor shall meet with the Director or his authorized representative to consider the appropriate course of action with respect to the matter and the Contractor shall take reasonable measures under the circumstances to assure the

Director that the conduct and activities of the Contractor's employee(s) will not be detrimental to the interest of the public patronizing the premises.

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

7.9 **Confidentiality**

- 7.9.1 The Contractor shall maintain the confidentiality of all records obtained from the County under this Contract in accordance with all applicable Federal, State or local laws, ordinances, regulations and directives relating to confidentiality.
- 7.9.2 The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.9.3 The Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit N.

8.0 CHANGE NOTICES AND AMENDMENTS

The County reserves the right to change any portion of the work required under this Contract, or amend such other terms and conditions that may be necessary.

All such revisions shall be accomplished in the following manner:

- 8.1 A Change Notice shall be prepared, and executed by the Contractor and the Director for any changes, deemed by the Director as necessary for the proper landscape and ground maintenance of the area, and which affect the Contractor's service requirements set forth in Exhibit B, and any corresponding changes in the Contract Sum, not to exceed the annual contract amount plus Thousand Dollars. (Special District percentage amt to be determined)
- 8.2 For any change which affects any other term or condition included in this Contract, or any changes in the Contractor's service requirements as set forth in Exhibit B that exceeds the annual contract amount plus ten percent (10%), (Special District percentage amt to be determined) excluding the provisions of Paragraph 5.4 (COLA) hereinabove, an Amendment shall be prepared therefore, executed by the Contractor, and thereafter by the County's Board of Supervisors.
- 8.3 The County's Board of Supervisors, Chief Administrative Officer, or designee may require the addition of and/or change certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Administrative Officer. To implement such orders, an Amendment to the Contract shall be prepared and executed by the Contractor and the Director.
- 8.4 The Director may, at his sole discretion, authorize extensions of time as defined in Section 4.0, Term of Contract, of this Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the periods of such extensions. To implement an extension of time, a "Notice to Extend" letter shall be prepared and executed by the Director.

9.0 STANDARD TERMS AND CONDITIONS

9.1 ASSIGNMENT AND DELEGATION

- 9.1.1 The 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 the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at the County's sole discretion, against the claims, which the Contractor may have against the County.
- 9.1.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.
- 9.1.3 if any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it

could pursue in the event of default by the Contractor.

9.2 AUTHORIZATION WARRANTY

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

9.3 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

9.4 COMPLAINTS

9.4.1 Within ten (10) business days after the effective date of this Contract, the Contractor shall provide the County with its plan for receiving, responding and abating all inquiries and complaints received from the Director, County personnel, or patrons using the facilities. The County will review and approve said plan or request changes. If changes are requested, the Contractor shall resubmit the revised plan within five (5) business days for approval. Changes by the Contractor must first be approved by the County before implementation.

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

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

9.4.6 All complaints shall be abated as soon as possible after notification; but in all cases within 24 hours, to the satisfaction of the Director. If any complaint is not abated within 24 hours, the Director shall be notified immediately of the reason for not abating the complaint followed by a written report to the Director within five (5) days. If the complaints are not abated within the time specified or to the satisfaction of the Director, the Director may correct the specific complaint and the total cost incurred by the County will be deducted and forfeit from the payments owing to the Contractor from the County.

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

9.5 COMPLIANCE WITH APPLICABLE LAW

9.5.1 The Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

9.5.2 The Contractor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part

of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

9.6 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D, Contractor's EEO Certification.

9.7 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

9.7.1 Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

9.7.2 Written Employee Jury Service Policy

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit

any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury

Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

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

9.8 CONFLICT OF INTEREST

- 9.8.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 9.8.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts

that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Contract.

9.9 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

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

9.10 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

9.10.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

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

9.11 CONTRACTOR RESPONSIBILITY AND DEBARMENT

9.11.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

9.11.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

9.11.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

9.11.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of

the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

9.11.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

9.12 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Contractor's place of business. The County's Child Support Services Department will supply the Contractor with the poster to be used.

9.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

9.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

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

9.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall

during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

9.15 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

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

9.16 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement

does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

9.17 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

9.17.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, appurtenances, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be completed according to the specifications and instructions provided by the Director and shall be completed immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

9.17.2 All damage resulting from chemical operation, either spray-drift or lateral leaching, shall be corrected in accordance with the landscape and ground maintenance standards provided by the Director and the soil conditioned to insure its ability to support plant life.

9.17.3 If the Contractor fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

9.18 EMPLOYMENT ELIGIBILITY VERIFICATION

9.18.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the

Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

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

9.19 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Section 8.0, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

9.20 FAIR LABOR STANDARDS

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

9.21 GOVERNING LAW, JURISDICTION, AND VENUE

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

9.22 INDEPENDENT CONTRACTOR STATUS

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

9.23 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents (collectively known as the County) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

9.24 PROVISIONS FOR ALL INSURANCE COVERAGE, GENERAL

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 9.25 and 9.26 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract. Such insurance shall be endorsed to cover pollution liability arising from the release, discharge, escape, dispersal or emission of pollutants, whether gradual or sudden, and include coverage for the costs and expenses associated with voluntary clean-up testing, monitoring and treatment of pollutants in compliance with governmental mandate or requests.

9.24.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown

below and provided prior to commencing services under this Contract.

- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to the Director, Attention: Contracts, Golf and Special Districts Division, 301 North Baldwin Avenue, CA 91007-2697 prior to commencing services under this Contract.

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a

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

9.24.2 Additional Insured Status and Scope of Coverage

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

9.24.3 Cancellation of Insurance

Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

9.24.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

9.24.5 Insurer Financial Ratings

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

9.24.6 Contractor's Insurance Shall Be Primary

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

9.24.7 Waivers of Subrogation

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

9.24.8 Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's

General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

9.24.9 Deductibles and Self-Insured Retentions (SIRs)

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

9.24.10 Claims Made Coverage

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

9.24.11 Application of Excess Liability Coverage

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

9.24.12 Separation of Insureds

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

9.24.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance

to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

9.24.14 **County Review and Approval of Insurance Requirements**

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

9.25 **INSURANCE COVERAGE REQUIREMENTS**

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

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

9.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable. Such insurance shall be endorsed to cover pollution liability arising from the release, discharge, escape, dispersal or emission of pollutants, whether gradual or sudden, and include coverage for the costs and expenses associated with voluntary clean-up testing, monitoring and treatment of pollutants in compliance with governmental mandate or requests.

9.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1

million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

9.26 INTERPRETATION OF MAINTENANCE SPECIFICATIONS

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

interpretation based upon his review of the Panel's recommendation.

9.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 9.27.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 9.27.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D, Contractor's EEO Certification.
- 9.27.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 9.27.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
- 9.27.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or

political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

9.27.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Subsection 9.28 when so requested by the County.

9.27.7 If the County finds that any provisions of this Subsection 9.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

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

9.28 NON EXCLUSIVITY

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

9.29 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party, as set forth in Sub-paragraph 9.33 below and by facsimiles, electronic mail and telephone call as set forth herein:

Notice to the County:

Notice to the Contractor:

Igor Bagmanian

Phone: (661) 294-3580

Fax: (661) 294-7907

Email: IBagmanian@parks.lacounty.gov

9.30 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015. The notice is set forth in Exhibit G of this Contract.

9.31 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I (Safely Surrendered Baby Law) of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

9.32 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid. The address to be used for any given notice served by mail upon the Contractor shall be Insert Name of Company Here, Attention: Any notice served by mail upon the County shall be addressed to the Department of Parks and Recreation, County of Los Angeles, Attention: Contracts, Golf & Special Districts Division, 301 North Baldwin Avenue, Arcadia, CA 91007-2697, or such other place as may hereinafter be designated in writing to the Contractor by the Director. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Director shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

9.33 PREVAILING WAGES

In accordance with the provisions of Article 2, Chapter 1, Part 7, Division 2 of the Labor Code, the State Department of Industrial Relations has ascertained the prevailing rate of per diem wages in the locality wherein the work is to be performed to be paid each craft or type of worker or mechanic needed to properly perform and complete the contemplated work. The Prevailing Wage for Landscape Laborers is set forth in Exhibit C of this Contract and the prevailing wage determination rates issued by the State Department of Industrial Relations for other craft or type of worker or mechanic that may be utilized to perform the specified work is on file with the Los Angeles County Department of Parks and Recreation, Project Management Agency, and all of these rates will apply to any Contract entered into pursuant thereto. Under the terms of the aforementioned sections, it will be required that no less than the rates so ascertained and set forth shall be paid to all laborers, workers or mechanics employed or engaged in said work. For each person so employed or engaged whether by the Contractor or any subcontractor

under him who is paid at a rate less than that specified for the particular work performed, the Contractor shall forfeit to the County as a penalty the sum of Twenty-Five Dollars (\$25) for each day or portion thereof for which said person was paid less than the specified prevailing wage. The provisions of Section 1775 of the Labor Code shall be complied with by the Contractor. Wages to be paid apprentices employed or engaged in the contemplated work shall be determined in the manner provided by Section 1777.5 of the Labor Code.

9.34 PUBLIC RECORDS ACT

9.34.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Subsection 9.37, Record Retention and Inspection/Audit Settlement, of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary." The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

9.35 PUBLICITY

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

- a. The Contractor shall develop all publicity material in a professional manner; and
- b. During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the Director. The County shall not unreasonably withhold written consent.

9.35.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Subparagraph 9.36 shall apply.

9.36 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time

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

9.36.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

9.36.2 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 9.37 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

9.36.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than the payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the

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

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

County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

9.37 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

9.38 REMEDIES/LIQUIDATED DAMAGES

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

9.38.2 If the Director determines that there are deficiencies in the performance of this contract that the Director deems are correctable by the Contractor over a certain time span, the Director will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director may: (a) Deduct from the Contractor's payment, pro rata, those

applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the said specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is 3% of the monthly maintenance amount or One Hundred Dollars (\$100) per day, whichever is greater and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by completion of the work by an alternate source, whether it be County forces or a separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County. The action above shall not be construed as a penalty but as an adjustment of payment to the Contractor to recover County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

- 9.38.3 In addition to the remedies provided heretofore, this Contract may be terminated per Subsection 9.44, Termination for Default, of the Contract upon the Contractor's failure to correct deficiencies in a timely manner.
- 9.38.4 Contractor shall repair or replace damages according to the maintenance practices as identified in Exhibit B-1, Statement of Work, Section 5, Contractor's Damages.
- 9.38.5 This Subparagraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in Subparagraph 9.38.2 above,

and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

9.39 RIGHT OF ENTRY

- 9.39.1 In the event this Contract is suspended or terminated in whole or in part, by the Board of Supervisors, the Board of Supervisors may instruct the Director to assume the responsibility of said Contract, employ the necessary workers, purchase materials and supplies as may be necessary for the proper performance of the work contracted. For the purpose of satisfying and/or mitigating damages arising from a breach of this Contract, any excess costs as determined by the Director, arising therefrom over and above the compensation set forth within this Contract, may be charged against the Contractor.
- 9.39.2 In the event of such suspension or termination, all moneys due to Contractor or retained as security under the terms of this Contract shall be retained by the County; but such retention will not release the Contractor from liability for failure to perform under the terms of this Contract.
- 9.39.3 If in the sole discretion or judgment of the Director, and in accordance with Subparagraph 9.39, Remedies/Liquidated Damages, of this Contract, the Contractor and/or its employee(s) are not properly performing the services required under this Contract, then the Contractor and/or all of its employees may be temporarily replaced by County personnel and payment to be made by the County may be suspended while the matter is being investigated. In addition, the total cost as determined by the Director, incurred by County personnel shall be deducted and forfeited from the monthly payment to the Contractor from the County.

9.40 SUBCONTRACTING

- 9.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance written approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 9.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information along with its written request to subcontractor promptly at the County's request:
- A description of the work to be performed by the subcontractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the County.
 - The Contractor shall ensure delivery of all such documents to the Department at the address provided in Subsection 9.31, Notices, before any subcontractor employee may perform any work hereunder.
- 9.40.3 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 9.40.4 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.
- 9.40.5 The Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees.
- 9.40.6 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising

through services performed hereunder, notwithstanding the County's consent to subcontract.

9.40.7 In the event Director should consent to subcontracting:

- a. each and all of the provisions of this Contract and any amendment thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective parties; and
- b. the Contractor shall include in all subcontracts the following provision: "This Contract is a subcontract under the terms and conditions of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."

9.40.8 The Contractor shall obtain all Certificates of Insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County, from each approved Subcontractor.

9.40.9 The Contractor shall indemnify, defend, and hold harmless County from any and all liability arising or resulting from the employment of any subcontractors and their employees in the same manner as for the Contractor's own employees.

9.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTIONS PROGRAM

9.41.1 Failure of Contractor to maintain compliance with the requirements set for in **Paragraph 9.15** "Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provisions of this contract, failure of contractor to cure such default within 10 days of notice shall be grounds upon which

county may terminate this contract and/or pursue debarment of Contractor, pursuant to County code chapter 2.206.

9.42 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Subparagraph 9.14, Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Subparagraph 9.45, Termination for Default, and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

9.43 TERMINATION FOR CONVENIENCE BY COUNTY

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

9.43.2 After receipt of a Notice of Termination and except as otherwise directed by the County, the Contractor shall:

- a. Stop work under this Contract on the date and to the extent specified in such notice, and
- b. Complete performance of such part of the work as shall not have been terminated by such notice.

9.43.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this

Contract shall be maintained by the Contractor in accordance with sub-paragraph 9.37, Record Retention AND Inspection/Audit Settlement.

9.44 TERMINATION FOR DEFAULT

- 9.44.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, in the following circumstances:
- a. The Contractor has materially breached this Contract;
 - b. The Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract;
 - c. The Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 9.44.2 Upon the occurrence of Subparagraph 9.44.1, this Contract shall be subject to termination. As a condition precedent thereto, the Director shall give the Contractor a minimum of three (3) days notice by registered or certified mail or personal service of the date set for termination thereof; the grounds therefor; and that an opportunity to be heard thereon will be afforded on or before said termination date, if request is made therefor.
- 9.44.3 Notwithstanding the above, the Director, in his/her sole discretion, may refrain from recommending immediate termination of this Contract for default if the Director, in his/her sole discretion, determines that the default is capable of being cured and (1) the Contractor cures its default within a five (5) day period after notice is given, or (2) if the default cannot reasonably be cured within the five (5) days after notice is given, the Contractor reasonably

commences to cure its default within the five (5) day period and diligently and in good faith continues to cure the default. If the Contractor fails to cure the default to the Director's satisfaction, the Director shall recommend termination for default to the Board of Supervisors.

9.44.4 In the event that the County terminates this Contract in whole or in part as provided in this section, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. Any excess costs, as determined by the Director, arising therefrom over and above the contract sum may be charged against the Contractor. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Subparagraph.

9.44.5 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Subparagraph 9.45.4 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of a public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Subparagraph 9.45.5, the term

“subcontractor” and “subcontractors” mean subcontractor(s) at any tier.

9.44.6 In the event the County terminates this Contract in its entirety due to the Contractor’s default as provided in Subparagraph 9.45.1, the Contractor and the County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the County’s costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Contractor and the County agree that the County shall, at its sole option and in lieu of the provisions of Subparagraph 9.45.2, be entitled to liquidated damages from the Contractor, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the County for such actual damages. This amount of liquidated damages shall be either paid by the Contractor to the County by cash payment upon demand or, at the sole discretion of the Director, or designee, deducted from any amounts due to the Contractor by the County, whether under this Contract or otherwise.

- These liquidated damages shall be in addition to any credits, which the County is otherwise entitled to under this Contract, and the Contractor’s payment of these liquidated damages shall not in any way change, or affect the provisions of Subsection 9.24, Indemnification.

9.44.7 In the event that, following service of the Notice of Termination of this Contract under the provisions of this Subparagraph 9.45, it is determined for any reason that the Contractor was not in default under the provisions of this Subparagraph 9.45, that the default was excusable under provisions of this Subparagraph 9.45, or Contractor has, to the satisfaction of the Director, cured any

default, the Director shall issue, within five (5) business days, a rescission of the Notice of Termination, and the rights and obligations of the parties shall be the same as if the Notice of Termination had not been issued.

9.44.8 The rights and remedies of the County provided in this Subparagraph 9.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

9.45 TERMINATION FOR IMPROPER CONSIDERATION

9.45.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

9.45.2 The Contractor shall immediately report any attempt by a County officer or employee 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.

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

9.46 TERMINATION FOR INSOLVENCY

9.46.1 The County may terminate this Contract forthwith in the event of

the occurrence of any of the following:

- a. Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- b. The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- c. The appointment of a Receiver or Trustee for the Contractor; or
- d. The execution by the Contractor of a general assignment for the benefit of creditors.

9.46.2 The rights and remedies of the County provided in this Subsection 9.46 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

9.47 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

9.48 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in

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

9.49 TERMINATION UPON TRANSFER OF MAINTENANCE RESPONSIBILITY

Notwithstanding any other provision of this Contract, the County reserves the right to transfer maintenance responsibility of Zones 1A, 1B, 68, & 69 back to a homeowners association, in which zone(s) is assigned.

9.49.1 In the event that the County transfers landscape and ground maintenance responsibility for all or a portion(s) of the zone(s) described the County reserves the right to:

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

9.49.1.2 Delete transferred maintenance responsibility portion(s) of the facility from the Contract or, provided there is consent by an assignee, assign the portion(s) of the Contract dealing with the transferred portion(s) of the landscape and ground maintenance responsibility to said assignee and reduce the Contract sum pro tanto. The County shall provide the Contractor with notice of deletion or assignment of said portion(s) of zone(s) from this Contract pursuant to this provision.

9.50 VALIDITY

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

9.51 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Subparagraph 9.52 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

9.52 WARRANTY AGAINST CONTINGENT FEES

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

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

10.0 UNIQUE TERMS AND CONDITIONS

10.1 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM

10.1.1 Living Wage Program:

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a

copy of which is attached as Exhibit J and incorporated by reference into and made a part of this Contract.

10.1.2 Payment of Living Wage Rates.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County, including, without limitation, "Travel Time" as defined below in Subsection 5 of this Subparagraph 10.1.2, under the Contract:
 - a. Not less than \$11.84 per hour if, in addition to the per-hour wage, the Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
 - b. Not less than \$9.64 per hour if, in addition to the per-hour wage, the Contractor contributes at least \$2.20 per hour towards the provision of bona fide health care benefits for its employees and any dependents. The Contractor will be deemed to have contributed \$2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Contract, the Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits, the Contractor shall be required to pay its Employees the higher hourly living wage rate.
2. For purposes of this Sub-paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any

subcontractor to perform services for the County under the Contract, the subcontractor shall be subject to the provisions of this Sub-paragraph. The provisions of this Subparagraph shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual, who is an employee of the Contractor under the laws of California, and who is providing full-time services to the Contractor, some or all of which are provided to the County under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

3. If the Contractor is required to pay a living wage when the Contract commences, the Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.
4. If the Contractor is not required to pay a living wage when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for an exception to the Living Wage Program. In either event, the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor

either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that the Contractor continues to qualify for an exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

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

10.1.3 Contractor's Submittal of Certified Monitoring Reports.

The Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports

shall also state the name and identification number of the Contractor's current health care benefits plan, and the Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County as Exhibit K and Exhibit L hereto, or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

10.1.4 Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of the Contract, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

10.1.5 County Auditing of Contractor Records.

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all

documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of five (5) years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

10.1.6 Notifications to Contractor and Employees.

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

10.1.7 Enforcement and Remedies.

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

1. Remedies For Submission of Late or Incomplete Certified Monitoring Reports. If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. Withholding of Payment. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until the Contractor has satisfied the

concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

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

2. Remedies for Payment of Less Than the Required Living Wage. If the Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such

breach, the County may, in its sole discretion, exercise any or all of the following rights or remedies:

- a. Withholding Payment. If the Contractor fails to pay one or more of its employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
- b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of \$50 per Contractor's employee per day for each and every instance of an underpayment to Contractor's employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

- c. Termination. The Contractor's continued failure to pay any of its employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.
3. Debarment. In the event the Contractor breaches a requirement of this Subsection, the County may, in its sole discretion, bar the Contractor from the award of future County contracts as described in Section 9.11.

10.1.8 Use of Full-Time Employees.

The Contractor shall assign and use full-time employees of the Contractor to provide services under the Contract unless the Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time employees based on staffing efficiency or County requirements for the work to be performed under the Contract. It is understood and agreed that the Contractor shall not, under any circumstance, use non-full-time employees for services provided under the Contract unless and until the County has provided written authorization for the use of same. The Contractor submitted with its proposal a full-time employee staffing plan. If the Contractor changes its full-time employee staffing plan, the Contractor shall immediately provide a copy of the new staffing plan to the County.

10.1.9 Contractor Retaliation Prohibited.

The Contractor and/or its employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this Sub-paragraph may constitute a material breach of the

Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

10.1.10 Contractor Standards.

During the term of the Contract, the Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the County, the Contractor shall demonstrate to the satisfaction of the County that the Contractor is complying with this requirement.

10.1.11 Employee Retention Rights

1. The Contractor shall offer employment to all retention employees who are qualified for such jobs. A “retention employee” is an individual:
 - a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and
 - b. Who has been employed by a Contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six months prior to the date of this new Contract, which predecessor contract was terminated by the County prior to its expiration; and
 - c. Who is or will be terminated from his or her employment as a result of the County entering into this new contract.
2. The Contractor is not required to hire a retention employee who:
 - a. Has been convicted of a crime related to the job or his or her performance; or
 - b. Fails to meet any other County requirement for employees of a Contractor.
3. The Contractor shall not terminate a retention employee for the first 90 days of employment under the contract, except for

cause. Thereafter, the Contractor may retain a retention employee on the same terms and conditions as the Contractor's other employees.

10.1.12 Neutrality in Labor Relations

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

11.0 ENTIRE CONTRACT

This document and the Exhibit(s) attached hereto constitute the entire contract between County and Contractor for the landscape and ground maintenance services to be provided at Zones 1A, 1B, 68 & 69. All other agreements, promises and representations with respect thereto, other than those contained herein, are expressly revoked, as it has been the intention of the parties to provide for a complete integration within the provisions of this document, and the Exhibit(s) attached hereto, the terms, conditions, promises and covenants relating to the landscape and ground maintenance services of the Zones 1A, 1B, 68 & 69. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render the other provisions thereof unenforceable, invalid or illegal. No change to this Contract shall be valid unless prepared pursuant to Sub-paragraph 8.0, Changes Notices and Amendments, and signed by both parties.

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

COUNTY OF LOS ANGELES

By _____
Gloria Molina
Chair, Board of Supervisors

CONTRACTOR

By _____
Contractor's Signature

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors
for the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

Andrea Sheridan Ordin

County Counsel

By _____
Christina Salseda, Principal Deputy

EXHIBIT 1
PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Please complete, date and sign this form and place it as the first page of your proposal. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.

1. If your firm is a corporation, state its legal name (as found in your Articles of Incorporation) and State of incorporation:

_____	_____	_____
Name	State	Year Inc.

2. If your firm is a partnership or a sole proprietorship, state the name of the proprietor or managing partner:

3. If your firm is doing business under one or more DBA's, please list all DBA's and the County(s) of registration:

Name	County of Registration	Year became DBA
_____	_____	_____
_____	_____	_____

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm? ____ If yes,

Name of parent firm: _____

State of incorporation or registration of parent firm: _____

5. Please list any other names your firm has done business as within the last five (5) years.

Name	Year of Name Change
_____	_____
_____	_____

6. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below.

Proposer acknowledges and certifies that it meets and will comply with all of the Minimum Mandatory Requirements listed in Paragraph 1.3 - Minimum Mandatory Requirements, of this Request for Proposal, as listed below.

(list each minimum requirement stated in Paragraph 1.3)

Check the appropriate boxes:

- ☐ Yes ☐ No Sub-paragraph 1.3.1 _____ years experience, within the last ____ years
- ☐ Yes ☐ No Sub-paragraph 1.14 Willingness to consider hiring GAIN/GROW participants
- ☐ Yes ☐ No Sub-paragraph 1.27 Complies with County’s Child Support Compliance Program
- ☐ Yes ☐ No Sub-paragraph 1.2.1 Certifies intent to comply with County’s Jury Service Program
- ☐ Yes ☐ No Sub-paragraph 1.22.1 Declares intent to comply with County’s Living Wage Program

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.

Proposer’s Name: _____

Address: _____

e-mail address: _____ Telephone number: _____

Fax number: _____

On behalf of _____ (Proposer’s name), I _____
(Name of Proposer’s authorized representative), certify that the information contained in this Proposer’s Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.

Signature

IRS Employer Identification Number

Title

California Business License Number

Date

County WebVen Number

EXHIBIT 2
CONTRACTOR REFERENCES FOR SIMILAR SERVICES

1	Name of Firm	Address of Firm	Contact Person	Telephone #	Contract #	Type of Service	Term of Contract	Contract Amount
2				()				
				()				
3				()				
				()				
4				()				
				()				
5				()				
				()				
6				()				
				()				
7				()				
				()				

EXHIBIT 5

CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of the Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principles, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principles, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the department submitting, district or agency that the provisions of this section have not been violated.

Proposer Name

Proposer Official Title

Official's Signature

Date

EXHIBIT 6

FAMILIARITY OF THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Proposer certifies that it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160. The Proposer also certifies that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process.

Signature

Date

Title

EXHIBIT 7**County of Los Angeles - Community Business Enterprise (CBE) Program****Request for Local SBE Preference Program Consideration and
CBE Firm/Organization Information Form**

INSTRUCTIONS: All Proposers/Bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: _____

- ☐ **I AM NOT** A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid submission.

☐ **I AM**

☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number: _____

- II. **FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to gender, race, creed or color.

Business Structure: ☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☐ Non-Profit ☐ Franchise ☐ Other (Please Specify) _____						
Total Number of Employees (including owners): _____						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black / African American						
Hispanic / Latino						
Asian or Pacific Islander						
American Indian/ Alaskan Native						
Filipino American						
White						

- III. **PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

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

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

Agency Name	Minority	Women	Dis- advantaged	Disabled Veteran	Expiration Date

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

Authorized Signature:	Title:	Date:

EXHIBIT 8**PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

 Proposer's Name

 Business Address

 Internal Revenue Service Employer Identification Number
GENERAL

In accordance with *Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e-17, Section 504 of the Rehabilitation Act of 1975, the Food Stamp Act of 1977, the Welfare and Institutions Code Section 1000, Americans with Disability Act of 1990, California Department of Social Services Manual of Policies and Procedures Division 21, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, creed, color, national origin, political affiliation, marital status, age, disability, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.*

PROPOSER'S CERTIFICATION**Check One**

1. The Proposer has a written policy statement prohibiting discrimination in all phases of employment. [] Yes [] No
2. The Proposer periodically conducts a self analysis or utilization analysis of its work force. [] Yes [] No
3. The Proposer has a system for determining if its employment practices are discriminatory against protected groups. [] Yes [] No
4. Where problem areas are identified in employment practices, the Proposer has a system for taking reasonable corrective action which includes the establishment of goals and timetables. [] Yes [] No

Name (please print or type) _____

Title of Signer (please print or type) _____

Signature _____ Date _____

EXHIBIT 9**ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS**

As a threshold for consideration for contract award, Proposer shall demonstrate a proven record of hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for that opening. Additionally, Proposers shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities. Proposers who are unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information and sign at the indicated location:

- A. Proposer has a proven record of hiring GAIN/GROW participants. (Subject to verification by the County.)

_____ YES _____ NO

- B. Proposer is willing 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 the proposer is willing to interview qualified GAIN/GROW participants.

_____ YES _____ NO

If YES, state the name and phone number of the person whom the County may contact to refer GAIN/GROW participants.

Name (_____) _____
Phone Number

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

_____ YES _____ NO

Signature

Title

Name of Firm

Date

EXHIBIT 10**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For (Type of Goods or Services):		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Is Not Applicable To My Business

- ☐ My business does not meet the definition of "contractor", as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR**Part II – Certification of Compliance**

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, **or** my company will have and adhere to such a policy prior to award of the contract.

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

Print Name:	Title:
Signature:	Date:



EXHIBIT 11

COUNTY OF LOS ANGELES DEPARTMENT OF PARKS AND RECREATION

CERTIFICATION OF COMPLIANCE

NOTIFICATION TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

I, _____, as the _____
Name (please print or type) Title

of _____ providing services at
Name of company

_____,
County facility(ies)

hereby certify that all of the employees currently employed at this facility have been notified that they may be eligible for the Federal Earned Income Credit under Federal income tax laws in accordance with the requirements set forth in Internal Revenue Service Notice 1015. In addition, new employees shall be given the same notification as they commence their assignment at said County facility(ies).

Notification to employees is in voluntary compliance with the County of Los Angeles program pertaining to this matter.

Signed

Dated

Title

EXHIBIT 12**VALID LICENSE/PERMIT FORM**

Pursuant to Section 2.9.4, (Proposer's Qualification), of this RFP, each Proposer shall include in the Proposal Package the following requested information:

<u>Valid License/Permit</u>	<u>License/Permit Number</u>	<u>License/Permit Holder/Name</u>
C-27 Landscaping Contractor License	_____	_____
Pest Control Business License	_____	_____
Pest Control Advisor License: Category D & E	_____	_____
Qualified Applicator's License: Category B	_____	_____
Los Angeles County Agricultural Commissioner's Registration Permit	_____	_____

Attached as Technical Exhibits in Appendix C is the specific information identifying requirements and procedures in obtaining the Pest Control Business License, the Qualified Applicator License and the Pest Control Advisors License.

EXHIBIT 13
TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

COMPANY NAME:		
COMPANY ADDRESS:		
CITY:	STATE:	ZIP CODE:

I hereby certify that I meet all the requirements for this program:

- ☐ My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for 3 years (*attach IRS Determination Letter*);
- ☐ I have submitted my three most recent annual tax returns with my application;
- ☐ I have been in operation for at least one year providing transitional job and related supportive services to program participants; and
- ☐ I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

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:

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

EXHIBIT 14 - A
PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

Landscaping and Lighting Act District No. 1
 Zone No. 1A (County Valencia Area-Wide LLAD No. 1, Annexation A)
 (Center medians along Copper Hill Dr. between Decoro Dr. and Avenida Rancho Tesoro)

IMPORTANT: See a list of 4 disclosures at the end of this Exhibit 14.

LANDSCAPE CATEGORY	LANDSCAPE TASK / ITS DESCRIPTION	FREQUENCY	ANNUAL COST
A. IRRIGATED PLANTED MEDIANS (SUBTERRANEAN IRRIGATION) (Approx. 0.93 acres of planted medians, irrigated by subterranean type irrigation system)			
1.	Irrigation Maintenance/Management		
	a. Inspect monthly for leaks and breaks and repair as needed, Jan-Dec.	12	
	b. Replace all filters 4 times a year.	4	
	c. Flush system on monthly basis.	12	
2.	Edging	12	
	Edge ground cover.		
3.	Fertilization		
	a. Mechanically Broadcast	1	
	Fertilize in March, using 6.75 50-pound-bags of the Grow Power Plus 12% Sulfur 12-12-12 per application/frequency within 0.93 acre of the subterranean irrigation areas.		
	Hand water in.		
	b. Mechanically Broadcast	1	
	Fertilize in May, using 5.39 50-pound-bags of the "Best" Triple Fifteen 15-15-15 fertilizer, per application/frequency within 0.93 acre of the subterranean irrigation areas.		
	Hand water in.		
	c. Mechanically Broadcast	2	
	Fertilize in June and October, using 5.07 50-pound-bags of the "Best" Supreme 16-6-8 fertilizer, fertilizer, per application/frequency within 0.93 acre of the subterranean irrigation areas.		
	Hand water in.		
4.	Weed Control	As needed	
	Provide manual/chemical control to keep total area relatively weed free.		
5.	Pruning/Trimming		
	a. Shrubs	6	
	Prune shrubs as scheduled.		
	b. Ground Cover	6	
	Trim ground cover as scheduled.		
6.	Shrub/ground cover insect and disease control	As needed	
Irrigated Planted Medians (Subterranean Irrigation) Total On-Going Costs per Year			

EXHIBIT 14 - A
PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

Landscaping and Lighting Act District No. 1
Zone No. 1A (County Valencia Area-Wide LLAD No. 1, Annexation A)
(Center medians along Copper Hill Dr. between Decoro Dr. and Avenida Rancho Tesoro)

IMPORTANT: See a list of 4 disclosures at the end of this Exhibit 14.

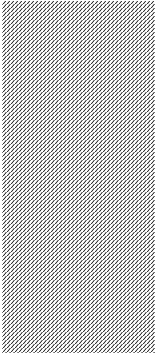
LANDSCAPE CATEGORY	LANDSCAPE TASK / ITS DESCRIPTION	FREQUENCY	ANNUAL COST
B. TREE CARE (OF ORNAMENTAL TREES) (Approx. 126 small size ornamental trees)			
1.	Tree Maintenance	As needed	
2.	Pruning 126 small size trees are <i>NOT</i> to be pruned within term of this contract.	Not Applicable	
3.	Fertilization Individually apply to approx.126 trees 15-7-6 fertilizer stakes In March/April, apply 3 stakes per tree along drip line.	1	
4.	Insect and disease control <i>of ALL varieties of trees</i>	As needed	
Tree Care (of Ornamental Trees) Total On-Going Costs Per Year			

EXHIBIT 14 - A
PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

Landscaping and Lighting Act District No. 1
Zone No. 1A (County Valencia Area-Wide LLAD No. 1, Annexation A)
(Center medians along Copper Hill Dr. between Decoro Dr. and Avenida Rancho Tesoro)

IMPORTANT: See a list of 4 disclosures at the end of this Exhibit 14.

LANDSCAPE CATEGORY	LANDSCAPE TASK / ITS DESCRIPTION	FREQUENCY	ANNUAL COST
-----------------------	-------------------------------------	-----------	----------------

FOUR IMPORTANT DISCLOSURES:

1. Landscape Contractor shall refer to the Contract's Scope of Work for other tasks to be performed under the regular maintenance.
2. As it relates to regular landscape maintenance, if there is a discrepancy between tasks/frequencies noted within this document, and tasks/frequencies described in the Contract's Scope of Work, Landscape Contractor must perform tasks/frequencies as shown in this Exhibit 14.
3. A total number of estimated annual hours noted in the "Cost Summary & Estimated Hours" section of this Exhibit 14 must correspond with weekly county-job hours of the Staffing Plan form, submitted by contractor as a part of solicitation process.
4. All tasks, noted in this Exhibit 14 (including but not limited to installation of plants, replacement of filters, fertilization, etc.), include labor costs, materials, tax, shipping and handling, and overhead.

COST SUMMARY & ESTIMATED HOURS

	Landscape Type	Annual Estimated Hours	Annual Cost
A.	Irrigated Planted Medians - Subterranean Irrigation (approx. 0.93 acres)		\$ -
B.	Tree Care of Ornamental Trees (approx. 126 small size trees)		\$ -
	TOTAL		\$ -

**EXHIBIT 14-B
PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES**

Landscaping and Lighting Act District No. 1
Zone No. 1B (County Valencia Area-Wide LLAD No. 1, Annexation B)
(Center medians along Whites Canyon Road south of Heller Circle)

IMPORTANT: See a list of 4 disclosures at the end of this Exhibit 14.

LANDSCAPE CATEGORY	LANDSCAPE TASK / ITS DESCRIPTION	FREQUENCY	ANNUAL COST
A. IRRIGATED PLANTED MEDIANS (SUBTERRANEAN IRRIGATION) (Approx. 0.24 acres of planted medians, irrigated by subterranean type irrigation system)			
1.	Irrigation Maintenance/Management		
	a. Inspect monthly for leaks and breaks and repair as needed, Jan-Dec.	12	
	b. Replace all filters 4 times a year.	4	
	c. Flush system on monthly basis.	12	
2.	Edging Edge ground cover.	12	
3.	Fertilization		
	a. Mechanically Broadcast Fertilize in March using 1.75 50-pound-bags of the Grow Power Plus 12% Sulfur 12-12-12 per application/frequency within 0.24 acre of the subterranean irrigation areas. Hand water in.	1	
	b. Mechanically Broadcast Fertilize in May, using 1.4 50-pound-bags of the "Best" Triple Fifteen 15-15-15 fertilizer, per application/frequency within 0.24 acre of the subterranean irrigation areas. Hand water in.	1	
	c. Mechanically Broadcast Fertilize in June and October, using 1.31 50-pound-bags of the "Best" Supreme 16-6-8 fertilizer, fertilizer, per application/frequency within 0.24 acre of the subterranean irrigation areas. Hand water in.	2	
4.	Weed Control Provide manual/chemical control to keep total area relatively weed free.	As needed	
5.	Pruning/Trimming		
	a. Shrubs Prune shrubs as scheduled.	6	
	b. Ground Cover Trim ground cover as scheduled.	6	
6.	Shrub/ground cover insect and disease control	As needed	
Irrigated Planted Medians (Subterranean Irrigation) Total On-Going Costs per Year			

EXHIBIT 14-B
PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

Landscaping and Lighting Act District No. 1
Zone No. 1B (County Valencia Area-Wide LLAD No. 1, Annexation B)
(Center medians along Whites Canyon Road south of Heller Circle)

IMPORTANT: See a list of 4 disclosures at the end of this Exhibit 14.

LANDSCAPE CATEGORY	LANDSCAPE TASK / ITS DESCRIPTION	FREQUENCY	ANNUAL COST
B. TREE CARE (OF ORNAMENTAL TREES) (Approx. 34 small size ornamental trees)			
1. Tree Maintenance		As needed	
2. Pruning	34 small size trees are <i>NOT</i> to be pruned within term of this contract.	Not Applicable	
3. Fertilization	Individually apply to approx. 34 trees 15-7-6 fertilizer stakes In March/April, apply 3 stakes per tree along drip line.	1	
4. Insect and disease control	<i>of ALL varieties of trees</i>	As needed	
Tree Care (of Ornamental Trees) Total On-Going Costs Per Year			

EXHIBIT 14-B
PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

Landscaping and Lighting Act District No. 1
Zone No. 1B (County Valencia Area-Wide LLAD No. 1, Annexation B)
(Center medians along Whites Canyon Road south of Heller Circle)

IMPORTANT: See a list of 4 disclosures at the end of this Exhibit 14.

LANDSCAPE CATEGORY	LANDSCAPE TASK / ITS DESCRIPTION	FREQUENCY	ANNUAL COST
-----------------------	-------------------------------------	-----------	----------------

FOUR IMPORTANT DISCLOSURES:

1. Landscape Contractor shall refer to the Contract's Scope of Work for other tasks to be performed under the regular maintenance.
2. As it relates to regular landscape maintenance, if there is a discrepancy between tasks/frequencies noted within this document, and tasks/frequencies described in the Contract's Scope of Work, Landscape Contractor must perform tasks/frequencies as shown in this Exhibit 14.
3. A total number of estimated annual hours noted in the "Cost Summary & Estimated Hours" section of this Exhibit 14 must correspond with weekly county-job hours of the Staffing Plan form, submitted by contractor as a part of solicitation process.
4. All tasks, noted in this Exhibit 14 (including but not limited to installation of plants, replacement of filters, fertilization, etc.), include labor costs, materials, tax, shipping and handling, and overhead.

COST SUMMARY & ESTIMATED HOURS

	Landscape Type	Annual Estimated Hours	Annual Cost
A.	Irrigated Planted Medians - Subterranean Irrigation (approx. 0.24 acres)		\$ -
B.	Tree Care of Ornamental Trees (approx. 34 small trees)		\$ -
	TOTAL		\$ -

EXHIBIT 14-C
PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

Landscaping and Lighting Act District No. 4
 Zone No. 68 (West Creek Copper Hill Village)

IMPORTANT: See a list of 4 disclosures at the end of this Exhibit 14.

LANDSCAPE CATEGORY	LANDSCAPE TASK / ITS DESCRIPTION	FREQUENCY	ANNUAL COST
A. TURF CARE (Approximately 0.92 acres)			
1. Irrigation Maintenance/Management	Conventional irrigation, manual/automatic control system. Repair as needed. Scope of work to include but shall not be limited to visual system check including valve box integrity, test for operability, inspect and make adjustments, provide for ongoing repair of system components, respond to intermittent malfunctions, perform backflow maintenance, and perform annual backflow certification.	12	
2. Mowing and Edging	Mow and edge as scheduled from January through December.	43	
3. Fertilization			
a. Mechanically Broadcast	Fertilize in March, April, October and November, using 5.0 50-pound-bags of the "Best" Turf Supreme 16-6-8 fertilizer, per application/frequency within 0.92 acre of turf areas.	4	
b. Mechanically Broadcast	Fertilize in May and Sept, using 5.32 50-pound-bags of the "Best" Triple Fifteen 15-15-15 fertilizer, per application/frequency within 0.92 acre of turf areas.	2	
4. Provide insect, disease and weed control		As needed	
Turf Care Total On-Going Costs Per Year			

EXHIBIT 14-C
PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

Landscaping and Lighting Act District No. 4
Zone No. 68 (West Creek Copper Hill Village)

IMPORTANT: See a list of 4 disclosures at the end of this Exhibit 14.

LANDSCAPE CATEGORY	LANDSCAPE TASK / ITS DESCRIPTION	FREQUENCY	ANNUAL COST
B. IRRIGATED PLANTED SLOPES/FLAT AREAS (Approx. 7.22 acres)			
1. Irrigation Maintenance/Management	Conventional and point irrigation, manual/automatic control system. Repair as needed. Scope of work to include but shall not be limited to visual system check including valve box integrity, test for operability, inspect and make adjustments, provide for ongoing repair of system components, respond to intermittent malfunctions, perform backflow maintenance, and perform annual backflow certification.		
	a. Maintain <i>Conventional</i> Irrigation System (Approx. 1.18 acres of conventional)	12	
	b. Maintain <i>Point</i> Irrigation System (Approx. 6.04 acres of point)	12	
2. Fertilization			
	a. Mechanically / Hand Broadcast Fertilize in March, using 8.5 50-pound-bags of the Grow Power Plus 12% Sulfur 12-12-12 fertilizer, fertilizer, per application/frequency within 1.18 acres of conventional irrigation areas.	1	
	b. Mechanically / Hand Broadcast Fertilize in May using 6.84 50-pound-bags of the "Best" Triple Fifteen 15-15-15 per application/frequency within 1.18 acres of conventional irrigation areas.	1	
	c. Mechanically / Hand Broadcast Fertilize in June and October, using 6.43 50-pound-bags of the "Best" Supreme 16-6-8 fertilizer, per application / frequency within 1.18 acres of conventional irrigation areas.	2	
	d. Individually apply to each plant Fertilize in March, using 35.9 50-pound-bags of the Grow Power Plus 12% Sulfur 12-12-12 fertilizer, per application/frequency within 6.04 acres of point -irrigated areas.	1	
	e. Individually apply to each plant Fertilize in May using 30.5 50-pound-bags of the "Best" Triple Fifteen 15-15-15 per application/frequency within 6.04 acres of point -irrigated areas.	1	
	f. Individually apply to each plant Fertilize in June and October, using 28.9 50-pound-bags of "Best" Supreme 16-6-8 fertilizer, per application/frequency within 6.04 acres of point -irrigated areas.	2	
3. Weed Control	Provide manual/chemical control to keep total area relatively weed free.	As needed	

EXHIBIT 14-C
PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

Landscaping and Lighting Act District No. 4
 Zone No. 68 (West Creek Copper Hill Village)

IMPORTANT: See a list of 4 disclosures at the end of this Exhibit 14.

LANDSCAPE CATEGORY	LANDSCAPE TASK / ITS DESCRIPTION	FREQUENCY	ANNUAL COST
4. Pruning/Trimming			
a. Shrubs	Prune shrubs as scheduled.	6	
b. Ground Cover	Trim ground cover as scheduled.	6	
5. Shrub/ground cover insect and disease control		As needed	
Irrigated Planted Slopes/Flat Areas Total On-Going Costs per Year			

C. IRRIGATED PLANTED FLAT AREAS (SUBTERRANEAN IRRIGATION)
 (Approx. 0.01 acres of planted flat areas, irrigated by subterranean type irrigation system)

1. Irrigation Maintenance/Management			
a. Inspect monthly for leaks and breaks and repair as needed, Jan-Dec.		12	
b. Replace all filters 4 times a year.		4	
c. Flush system on monthly basis.		12	
2. Edging	Edge ground cover.	12	
3. Fertilization			
a. Mechanically Broadcast	Fertilize in March using 0.072 50-pound-bags of the Grow Power Plus 12% Sulfur 12-12-12 fertilizer, per application/frequency within 0.01 acre of the subterranean irrigation areas. Hand water in.	1	
b. Mechanically Broadcast	Fertilize in May, using 0.058 50-pound-bags of the "Best" Triple Fifteen 15-15-15 fertilizer, per application/frequency within 0.01 acre of the subterranean irrigation areas. Hand water in.	1	
c. Mechanically Broadcast	Fertilize in June and October, using 0.054 50-pound-bags of the "Best" Supreme 16-6-8 fertilizer, per application/frequency within 0.01 acre of the subterranean irrigation areas. Hand water in.	2	

EXHIBIT 14-C
PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

Landscaping and Lighting Act District No. 4
 Zone No. 68 (West Creek Copper Hill Village)

IMPORTANT: See a list of 4 disclosures at the end of this Exhibit 14.

LANDSCAPE CATEGORY	LANDSCAPE TASK / ITS DESCRIPTION	FREQUENCY	ANNUAL COST
4. Weed Control	Provide manual/chemical control to keep total area relatively weed free.	As needed	
5. Pruning/Trimming			
a. Shrubs	Prune shrubs as scheduled.	6	
b. Ground Cover	Trim ground cover as scheduled.	6	
6. Shrub/ground cover insect and disease control		As needed	
Irrigated Planted Flat Area (Subterranean Irrigation) Total On-Going Costs per Year			
D. TREE CARE (OF ORNAMENTAL TREES) (Approx. 178 small size ornamental trees)			
1. Tree Maintenance		As needed	
2. Pruning	178 small size trees are <i>NOT</i> to be pruned within term of this contract.	Not Applicable	
3. Fertilization	Individually apply to approx. 178 trees 15-7-6 fertilizer stakes In March/April, apply 3 stakes per tree along drip line.	1	
4. Insect and disease control	<i>of ALL varieties of trees</i>	As needed	
Tree Care (of Ornamental Trees) Total On-Going Costs Per Year			
E. FIRE PROTECTION (Approximately 3.47 acres)			
Brush Clearance/Weed Abatement	Provide general brush clearance/weed abatement as scheduled in May - June.	1	
Fire Protection Slopes Total On-Going Costs Per Year			

EXHIBIT 14-C
PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

Landscaping and Lighting Act District No. 4
 Zone No. 68 (West Creek Copper Hill Village)

IMPORTANT: See a list of 4 disclosures at the end of this Exhibit 14.

LANDSCAPE CATEGORY	LANDSCAPE TASK / ITS DESCRIPTION	FREQUENCY	ANNUAL COST
F. NATURAL AREA (Approximately 1.8 acres or 10% of a total of 18.37 acres)			
	Visual inspection	12	
	Provide pick-up of debris and litter, including removal off site, of 1.8 acres along perimeter of natural areas.		
	Natural Area Visual Inspection and Trash Removal Total On-Going Costs Per Year		
G. VINYL FENCE MAINTENANCE (Approximately 1,375 lineal feet)			
1.	Vinyl Fence Maintenance	1	
	Vinyl fencing shall be washed once per year using cleaning material and methods consistent with the manufacturer's suggested recommendations. Work shall be performed as indicated by the County Landscape Contract Monitor.		
	Vinyl Fence Maintenance Total On-Going Costs Per Year		

EXHIBIT 14-C
PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

Landscaping and Lighting Act District No. 4
 Zone No. 68 (West Creek Copper Hill Village)

IMPORTANT: See a list of 4 disclosures at the end of this Exhibit 14.

LANDSCAPE CATEGORY	LANDSCAPE TASK / ITS DESCRIPTION	FREQUENCY	ANNUAL COST
-----------------------	-------------------------------------	-----------	----------------

FOUR IMPORTANT DISCLOSURES:

1. Landscape Contractor shall refer to the Contract's Scope of Work for other tasks to be performed under the regular maintenance.
2. As it relates to regular landscape maintenance, if there is a discrepancy between tasks/frequencies noted within this document, and tasks/frequencies described in the Contract's Scope of Work, Landscape Contractor must perform tasks/frequencies as shown in this Exhibit 14.
3. A total number of estimated annual hours noted in the "Cost Summary & Estimated Hours" section of this Exhibit 14 must correspond with weekly county-job hours of the Staffing Plan form, submitted by contractor as a part of solicitation process.
4. All tasks, noted in this Exhibit 14 (including but not limited to installation of plants, replacement of filters, fertilization, etc.), include labor costs, materials, tax, shipping and handling, and overhead.

COST SUMMARY & ESTIMATED HOURS

	Landscape Type	Annual Estimated Hours	Annual Cost
A.	Turf Care (approx. 0.92 acres)		\$ -
B.	Irrigated Planted Slopes/Flat Areas - Conventional and Point Irrigation (approx. 7.22 acres)		\$ -
C.	Irrigated Planted Flat Areas - Subterranean Irrigation (approx. 0.01 acre)		\$ -
D.	Tree Care of Ornamental Trees (approx. 178 small size trees)		\$ -
E.	Fire Protection Slopes (approx. 3.47 acres)		\$ -
F.	Natural Area (approx. 1.8 acres)		\$ -
G.	Vinyl Fence Maintenance (approx. 1,375 lineal feet)		\$ -
	TOTAL		\$ -

EXHIBIT 14-D
PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

Landscaping and Lighting Act District No. 4
 Zone No. 69 (West Creek Canyon Estates - Area B (Without Area A))

IMPORTANT: See a list of 4 disclosures at the end of this Exhibit 14.

LANDSCAPE CATEGORY	LANDSCAPE TASK / ITS DESCRIPTION	FREQUENCY	ANNUAL COST
A. TURF CARE (Approximately 0.88 acre)			
1. Irrigation Maintenance/Management	Conventional irrigation, manual/automatic control system. Repair as needed. Scope of work to include but shall not be limited to visual system check including valve box integrity, test for operability, inspect and make adjustments, provide for ongoing repair of system components, respond to intermittent malfunctions, perform backflow maintenance, and perform annual backflow certification.	12	
2. Mowing and Edging	Mow and edge as scheduled from January through December.	43	
3. Fertilization			
a. Mechanical Broadcast	Fertilize in March, April, October and November, using 4.77 50-pound-bags of the "Best" Turf Supreme 16-6-8 fertilizer, per application/frequency within 0.88 acres of turf areas.	4	
b. Mechanically Broadcast	Fertilize in May and Sept, using 5.08 50-pound-bags of the "Best" Triple Fifteen 15-15-15 fertilizer, per application/frequency within 0.88 acres of turf areas.	2	
4. Provide insect, disease and weed control		As needed	
Turf Care Total On-Going Costs Per Year			

EXHIBIT 14-D
PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

Landscaping and Lighting Act District No. 4
 Zone No. 69 (West Creek Canyon Estates - Area B (Without Area A))

IMPORTANT: See a list of 4 disclosures at the end of this Exhibit 14.

LANDSCAPE CATEGORY	LANDSCAPE TASK / ITS DESCRIPTION	FREQUENCY	ANNUAL COST
B. IRRIGATED PLANTED SLOPES/FLAT AREAS (Approx. 13.66 acres)			
1. Irrigation Maintenance/Management			
	Conventional and point irrigation, manual/automatic control system. Repair as needed. Scope of work to include but shall not be limited to visual system check including valve box integrity, test for operability, inspect and make adjustments, provide for ongoing repair of system components, respond to intermittent malfunctions, perform backflow maintenance, and perform annual backflow certification.		
	a. Maintain <i>Conventional</i> Irrigation System (Approx. 3.12 acres of conventional)	12	
	b. Maintain <i>Point</i> Irrigation System (Approx. 10.54 acres of point)	12	
2. Fertilization			
	a. Mechanically/Hand Broadcast Fertilize in March, using 22.6 50-pound-bags of the Grow Power Plus 12% Sulfur 12-12-12 fertilizer, fertilizer, per application/frequency within 3.12 acres of conventional irrigation areas.	1	
	b. Mechanically / Hand Broadcast Fertilize in May using 18.1 50-pound-bags of the "Best" Triple Fifteen 15-15-15 per application/frequency within 3.12 acres of conventional irrigation areas.	1	
	c. Mechanically / Hand Broadcast Fertilize in June and October, using 17.00 50-pound-bags of the "Best" Supreme 16-6-8 fertilizer, per application / frequency within 3.12 acres of conventional irrigation areas.	2	
	d. Individually apply to each plant Fertilize in March, using 62.8 50-pound-bags of the Grow Power Plus 12% Sulfur 12-12-12 fertilizer, fertilizer, per application/frequency within 10.54 acres of point -irrigated areas.	1	
	e. Individually apply to each plant Fertilize in May using 53.33 50-pound-bags of the "Best" Triple Fifteen 15-15-15 per application/frequency within 10.54 acres of point -irrigated areas.	1	
	f. Individually apply to each plant Fertilize in June and October, using 50.48 50-pound-bags of "Best" Supreme 16-6-8 fertilizer, per application/frequency within 10.54 acres of point -irrigated areas.	2	

EXHIBIT 14-D
PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

Landscaping and Lighting Act District No. 4
 Zone No. 69 (West Creek Canyon Estates - Area B (Without Area A))

IMPORTANT: See a list of 4 disclosures at the end of this Exhibit 14.

LANDSCAPE CATEGORY	LANDSCAPE TASK / ITS DESCRIPTION	FREQUENCY	ANNUAL COST
3. Weed Control	Provide manual/chemical control to keep total area relatively weed free.	As needed	
4. Pruning/Trimming			
a. Shrubs	Prune shrubs as scheduled.	6	
b. Ground Cover	Trim ground cover as scheduled.	6	
5. Shrub/ground cover insect and disease control		As needed	
Irrigated Planted Slopes/Flat Areas Total On-Going Costs per Year			

C. TREE CARE (OF ORNAMENTAL TREES)
 (Approx. 164 small size ornamental trees.)

1. Tree Maintenance		As needed	
2. Pruning	164 small size trees are <i>NOT</i> to be pruned within term of this contract.	Not Applicable	
3. Fertilization	Individually apply to approx. 164 trees 15-7-6 fertilizer stakes In March/April, apply 3 stakes per tree along drip line.	1	
4. Insect and disease control	<i>of ALL varieties of trees</i>	As needed	
Tree Care (of Ornamental Trees) Total On-Going Costs Per Year			

EXHIBIT 14-D
PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

Landscaping and Lighting Act District No. 4
 Zone No. 69 (West Creek Canyon Estates - Area B (Without Area A))

IMPORTANT: See a list of 4 disclosures at the end of this Exhibit 14.

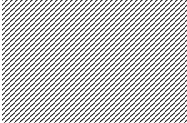
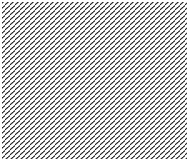
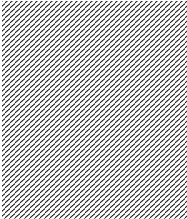
LANDSCAPE CATEGORY	LANDSCAPE TASK / ITS DESCRIPTION	FREQUENCY	ANNUAL COST
D. FIRE PROTECTION (Approximately 13.22 acres)			
	Brush Clearance/Weed Abatement	1	
	Provide general brush clearance/weed abatement as scheduled in May - June.		
Fire Protection Slopes Total On-Going Costs Per Year			
E. NATURAL AREA (Approximately 2.2 acres or 10% of a total of 22.25 acres)			
	Visual inspection	12	
	Provide pick-up of debris and litter, including removal off site, of 2.2 acres along perimeter of natural areas.		
Natural Area Visual Inspection and Trash Removal Total On-Going Costs Per Year			
F. VINYL FENCE MAINTENANCE (Approximately 880 lineal feet)			
1. Vinyl Fence Maintenance		1	
	Vinyl fencing shall be washed once per year using cleaning material and methods consistent with the manufacture's suggested recommendations. Work shall be performed as indicated by the County Landscape Contract Monitor.		
Vinyl Fence Maintenance Total On-Going Costs Per Year			

EXHIBIT 14-D
PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

Landscaping and Lighting Act District No. 4
 Zone No. 69 (West Creek Canyon Estates - Area B (Without Area A))

IMPORTANT: See a list of 4 disclosures at the end of this Exhibit 14.

<u>LANDSCAPE CATEGORY</u>	<u>LANDSCAPE TASK / ITS DESCRIPTION</u>	<u>FREQUENCY</u>	<u>ANNUAL COST</u>
-------------------------------	---	------------------	------------------------

FOUR IMPORTANT DISCLOSURES:

1. Landscape Contractor shall refer to the Contract's Scope of Work for other tasks to be performed under the regular maintenance.
2. As it relates to regular landscape maintenance, if there is a discrepancy between tasks/frequencies noted within this document, and tasks/frequencies described in the Contract's Scope of Work, Landscape Contractor must perform tasks/frequencies as shown in this Exhibit 14.
3. A total number of estimated annual hours noted in the "Cost Summary & Estimated Hours" section of this Exhibit 14 must correspond with weekly county-job hours of the Staffing Plan form, submitted by contractor as a part of solicitation process.
4. All tasks, noted in this Exhibit 14 (including but not limited to installation of plants, replacement of filters, fertilization, etc.), include labor costs, materials, tax, shipping and handling, and overhead.

COST SUMMARY & ESTIMATED HOURS

<u>Landscape Type</u>	<u>Annual Estimated Hours</u>	<u>Annual Cost</u>
A. Turf Care (approx. 0.88 acre)		\$ -
B. Irrigated Planted Slopes/Flat Areas - Conventional and Point Irrigation (approx. 13.66 acres)		\$ -
C. Tree Care of Ornamental Trees (approx. 164 trees)		\$ -
D. Fire Protection Slopes (approx. 13.22 acres)		\$ -
E. Natural Area (approx. 2.2 acres)		\$ -
F. Vinyl Fence Maintenance (approx. 880 lineal feet)		\$ -
TOTAL		\$ -

EXHIBIT 15
UNIT PRICE LIST

Landscaping and Lighting Act District Nos. 1 and 4

Zones Nos. 1A, 1B, 68, 69

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

Unit prices shall be wholesale costs + percentage for overhead and profit.

Unit prices for additional work items (installed, unless otherwise specified):

- | | |
|--|-----------------------|
| 1. Replacement of pop-up sprinkler (spray) | 4" @ \$ _____ ea. |
| | 6" @ \$ _____ ea. |
| | 12" @ \$ _____ ea. |
| 2. Replacement of nozzle (pop-up sprinkler) | @ \$ _____ ea. |
| 3. Replacement of swing joint assembly | @ \$ _____ ea. |
| 4. Replacement of riser (sch 80) 1/2" | 4" @ \$ _____ ea. |
| | 6" @ \$ _____ ea. |
| | 8" @ \$ _____ ea. |
| | 12" @ \$ _____ ea. |
| | 18" @ \$ _____ ea. |
| 5. Replacement of gear driven spray head (shrub) | @ \$ _____ ea. |
| 6. Replacement of gear driven pop-up head | 4" @ \$ _____ ea. |
| | 6" @ \$ _____ ea. |
| | 12" @ \$ _____ ea. |
| 7. Replacement of bubbler only 0.25 gpm - 2.0 gpm @ | \$ _____ ea. |
| 8. Replacement of reducer (adaptor) 3/4 mt x 1/2 ft @ | \$ _____ ea. |
| 9. Replacement of PVC pipe UVR (In ft) | 1/2" @ \$ _____ ea. |
| | 3/4" @ \$ _____ ea. |
| | 1" @ \$ _____ ea. |
| | 1 1/4" @ \$ _____ ea. |
| | 1 1/2" @ \$ _____ ea. |
| | 2" @ \$ _____ ea. |
| 10. Replacement of PVC sch 40 pipe (In ft) | 1/2" @ \$ _____ ea. |
| | 3/4" @ \$ _____ ea. |
| | 1" @ \$ _____ ea. |
| | 1 1/4" @ \$ _____ ea. |
| | 1 1/2" @ \$ _____ ea. |
| | 2" @ \$ _____ ea. |
| 11. Replacement of irrigation control valve
with Superior valve | 1" @ \$ _____ ea. |
| | 1 1/4" @ \$ _____ ea. |
| | 1 1/2" @ \$ _____ ea. |
| | 2" @ \$ _____ ea. |

**EXHIBIT 15
UNIT PRICE LIST**

Landscaping and Lighting Act District Nos. 1 and 4

Zones Nos. 1A, 1B, 68, 69

THE FOLLOWING PRICES ARE HEREBY MADE A PART OF THIS AGREEMENT

Unit prices shall be wholesale costs + percentage for overhead and profit.

Unit prices for additional work items (installed, unless otherwise specified):

12. Replacement of diaphragm	@ \$ _____ ea.
13. Replacement of solenoid	@ \$ _____ ea.
14. Replacement of drip 5/8" (In ft)	@ \$ _____ ea.
15. Replacement of LOC-Eze coupling 5/8"	@ \$ _____ ea.
16. Replacement of 35 GPM filter 1"	@ \$ _____ ea.
17. 1 gallon shrub planted	@ \$ _____ ea.
18. 5 gallon shrub planted	@ \$ _____ ea.
19. 5 gallon tree planted (stakes included)	@ \$ _____ ea.
20. 15 gallon tree planted (stakes included)	@ \$ _____ ea.
21. 24" box tree planted (stakes included)	@ \$ _____ ea.
22. 36" box tree planted (stakes included)	@ \$ _____ ea.
23. Flat of ground cover planted	@ \$ _____ ea.
24. Flat of liner stock planted	@ \$ _____ ea.
25. Sod (sq ft) installed	@ \$ _____ ea.
26. Flat of annual color planted	@ \$ _____ ea.
27. Flat of annual color not planted	@ \$ _____ ea.
28. Jute netting (sq ft) installed	@ \$ _____ ea.
29. Earth Premium Grade Mulch (cubic yard) distributed	@ \$ _____ ea.
30. Pruning of palm tree (large-size)	@ \$ _____ ea.
31. Pruning of palm tree (medium-size)	@ \$ _____ ea.
32. Pruning of palm tree (small-size)	@ \$ _____ ea.
33. Pruning of ornamental tree (large-size)	@ \$ _____ ea.
34. Pruning of ornamental tree (medium-size)	@ \$ _____ ea.
35. Pruning of ornamental tree (small-size)	@ \$ _____ ea.
36. Aeration 1/2" Tines (1 acre)	@ \$ _____ ea.
37. Verticut (1 acre)	@ \$ _____ ea.
38. Overseed and top dress (1 acre)	@ \$ _____ ea.
39. Brush clearance (1 acre)	@ \$ _____ ea.
40. Weed abatement (1 acre)	@ \$ _____ ea.
41. Repair D.G. path (100 sq. ft.)	@ \$ _____ ea.
42. Hourly rate for laborer	@ \$ _____ ea.
43. Hourly rate for irrigation technician	@ \$ _____ ea.
44. Hourly rate for foreman	@ \$ _____ ea.

EXHIBIT 16***CERTIFICATION OF INDEPENDENT PRICE DETERMINATION
& ACKNOWLEDGEMENT OF RFP RESTRICTIONS***

- A. By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.
- B. List all names and telephone number of person legally authorized to commit the Proposer.

NAME

PHONE NUMBER

NOTE: Persons signing on behalf of the Contractor will be required to warrant that they are authorized to bind the Contractor.

- C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".

- D. Proposer acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this RFP. Proposer understands that if it is determined by the County that the Proposer did participate as a consultant in this RFP process, the County shall reject this proposal.

Name of Firm

Print Name of Signer

Title

Signature

Date

EXHIBIT 17

BUDGET WORKSHEET AND NARRATIVE

DIRECT COST (List each staff classification)

Payroll:

Employee Classification	FTE*	Hourly Rate	Monthly Salary
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
Others Please continue to list)			
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____

Total Salaries and Wages \$ _____

*FTE = Full Time Equivalent Positions

Employee Benefits	No. of Employees	Monthly Cost per FTE
Benefits		
Medical Insurance	_____	\$ _____
Dental Insurance	_____	\$ _____
Life Insurance	_____	\$ _____
Other (list)	_____	\$ _____
Total Benefits		\$ _____

Employee Taxes-

Payroll Taxes (List all appropriate, e.g., FICA, SUI, Workers' Compensation, etc.)

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Total Payroll Taxes \$ _____

Insurance and Misc. S&S

(List Insurance Type & Coverage. See Sample Contract, Section 8.24, Insurance Coverage Requirements)

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Total Insurance Cost \$ _____

EXHIBIT 17

BUDGET WORKSHEET AND NARRATIVE

Budget Worksheet (Cont'd)

List Misc. Services & Supplies

Vehicles (List vehicles from Approach Plan). \$ _____

Supplies (List Supplies from Approach Plan). \$ _____

Services (List Services from Approach Plan). \$ _____

Office Equipment \$ _____

Telephone/Utilities \$ _____

Other (please continue to list) \$ _____

Total Misc. Services & Supplies \$ _____

TOTAL DIRECT COSTS \$ _____

INDIRECT COST (List all appropriate)

General Accounting/Bookkeeping \$ _____

Management Overhead (Specify) \$ _____

Other (Specify) \$ _____

TOTAL INDIRECT COSTS \$ _____

TOTAL DIRECT AND INDIRECT COST \$ _____

PROFIT (Please enter percentage: _____%) \$ _____

TOTAL MONTHLY COSTS \$ _____

EXHIBIT 18
EMPLOYEE BENEFITS SURVEY

Medical Insurance/Health Plan:

Employer Pays \$ _____ Employee Pays \$ _____ Total Mo. Premium \$ _____
Annual Deductible: Employee \$ _____ Family \$ _____
Coverage (✓)
_____ Hospital Care (In Patient _____ Out Patient _____)
_____ X-Ray and Laboratory
_____ Surgery
_____ Office Visits
_____ Pharmacy
_____ Maternity
_____ Mental Health/Chemical Dependency, In Patient
_____ Mental Health/Chemical Dependency, Out Patient

Dental Insurance:

Employer Pays \$ _____ Employee Pays \$ _____ Total Mo. Premium \$ _____

Life Insurance:

Employer Pays \$ _____ Employee Pays \$ _____ Total Mo. Premium \$ _____

Vacation:

Number of Days _____ and
Any increase after _____ years of employment, number of days or hours _____

Sick Leave:

Number of Days _____ and
Any increase after _____ years of employment, number of days or hours _____

Holidays:

Number of Days _____ per year

Retirement:

Employer Pays \$ _____ Employee Pays \$ _____ Total Premium \$ _____

If the Medical Benefits indicated above are not applicable to this contract, please confirm by signing below.

Signature and Title

Date



EXHIBIT 19
LIVING WAGE PROGRAM
AND CONTRACTOR NON-RESPONSIBILITY DEBARMENT

ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE

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 applicable boxes below.**

LIVING WAGE ORDINANCE:

- ☐ The Agent has read the County's Living Wage Ordinance (Los Angeles County Code Section 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 Section 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



EXHIBIT 20 COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE LABOR/PAYROLL/DEBARMENT HISTORY

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 (3) years of the date of the proposal.
- ☐ A determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Labor/Payroll Violation.
- ☐ A debarment by a public entity listed below within the past ten (10) years.

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



COUNTY OF LOS ANGELES LIVING WAGE ORDINANCE

EXHIBIT 21

Living Wage Declaration

The contract to be awarded pursuant to this Request for Proposal (RFP) is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to the County awarding department.

Please check the option that best describes your intention to comply with the Program.

- ☐ I **do not** have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage rate of not less than **\$11.84 per hour** per employee.
- ☐ I **do have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan **less than \$2.20 per hour** per employee. I will pay an hourly wage of not less than **\$11.84 per hour** per employee.
- ☐ I **do have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan **at least \$2.20 per hour** per employee. I will pay an hourly wage of not less than **\$9.64 per hour** per employee.

Health Plan(s): _____

Company Insurance Group Number: _____

Health Benefit(s) Payment Schedule:

- ☐ Monthly ☐ Quarterly ☐ Bi-Annual
- ☐ Annually ☐ Other: _____
(Specify)

PLEASE PRINT COMPANY NAME:

I declare under penalty of perjury under the laws of the State of California that the above is true and correct:

SIGNATURE:

DATE:

PLEASE PRINT NAME:

TITLE OR POSITION:



EXHIBIT 22
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
APPLICATION FOR EXEMPTION

The contract to be awarded pursuant to the County's solicitation (RFP or IFB) is subject to the County of Los Angeles Living Wage Program (Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors may apply individually for consideration for an exemption from the Program. To apply, Contractors must complete and submit this form to the County by the date identified in the solicitation (RFP or IFB) 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 Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Facsimile Number:	Email Address:
Awarding Department:		Contract Term:
Type of Service:		
Contract Dollar Amount:		Contract Number (if any):

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

- ☐ My business is a non-profit corporation qualified under Internal Revenue Code Section 501(c)(3) (*attach IRS Determination Letter*).
- ☐ My business is a Small Business (as defined in the Living Wage Ordinance) which is not an affiliate or subsidiary of a business dominant in its field of operation **AND** during the contract period will have 20 or fewer full- and part-time employees; **AND**
 - ☐ Has less than \$1 million in annual gross revenues in the preceding fiscal year including the proposed contract amount; **OR**
 - ☐ Is a technical or professional service that has less than \$2.5 million in annual gross revenues in the preceding fiscal year including the proposed contract amount.
- ☐ 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.



EXHIBIT 22
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
APPLICATION FOR EXEMPTION

Continued from previous page

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



EXHIBIT 22
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
APPLICATION FOR EXEMPTION

Continued from previous page

Additional Information

The additional information requested below is for information purposes only. It is not required for consideration of this Application for Exemption. The County will not consider or evaluate the information provided below by Contractor, in any way whatsoever, when recommending selection or award of a contract to the Board of Supervisors.

- ☐ I, **or my collective bargaining unit, have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

Health Plan Company Name(s): _____

Company Insurance Group Number(s): _____

Health Premium Amount Paid by Employer: _____

Health Premium Amount Paid by Employee: _____

Health Benefit(s) Payment Schedule:

☐ Monthly

☐ Quarterly

☐ Bi-Annual

☐ Annually

☐ Other: _____
(Specify)

- ☐ I, **or my collective bargaining unit, do not** have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

**EXHIBIT 24
REQUIRED FORMS**

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract For _____ Services:		

The Proposer/Bidder/Contractor certifies that:

- ☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

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

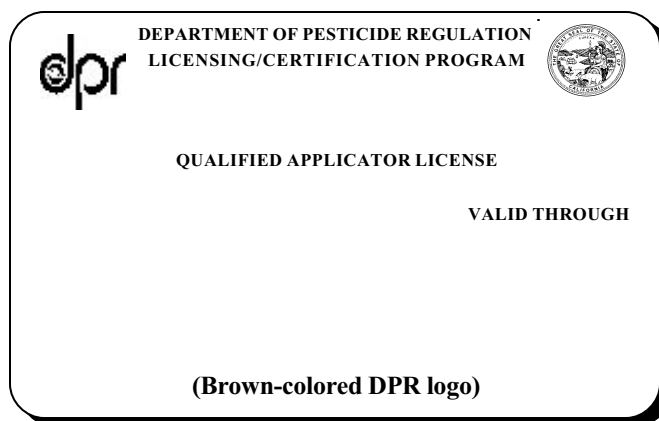
Print Name:	Title:
Signature:	Date:

Date: _____

APPENDIX D

TECHNICAL EXHIBITS

Required Chemical Licensing
State of California Prevailing Wage Determinations
Public Works Reporting Forms



Who Needs It?

Any person who supervises the pesticide application (restricted use and/or general use pesticide) made by a licensed Pest Control Business and is responsible for the safe and legal operation of the pest control business (FAC sections 11701-11709)

or

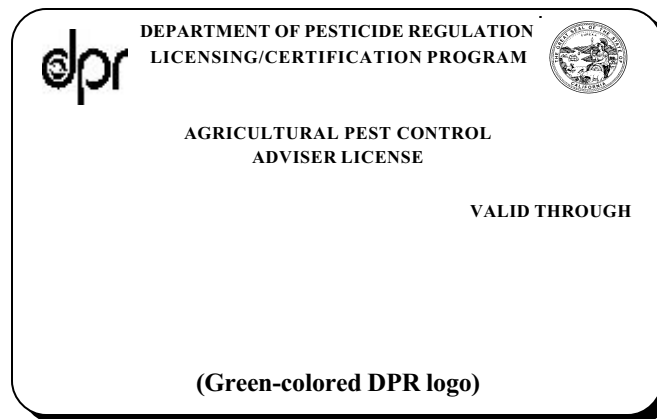
Any person who uses or supervises the use of a federally restricted use pesticide or state restricted material for any purpose or on any property other than that provided by the definition of "private applicator" (3 CCR section 6000).

What's Required?

- Submit an initial application fee of \$80.00 (FAC section 12201).
- Submit examination fee of \$50.00 for each exam to be taken (FAC section 11502.5).
- Pass the Laws and Regulations Examination and at least one pest control category examination. The pest control categories available under this license are as follows (FAC section 12203):
 - A. Residential, Industrial, and Institutional
 - B. Landscape Maintenance
 - C. Right-of-Way
 - D. Plant Agriculture
 - E. Forest
 - F. Aquatic
 - G. Regulatory
 - H. Seed Treatment
 - I. Animal Agriculture
 - J. Demonstration and Research
 - K. Health Related
 - L. Wood Preservative (Subcategories of A and/or C)
 - N. Sewer Line Root Control (Subcategory of A)
 - Q. Maintenance Gardener (Subcategory of B)

Additional Requirements!

- Accumulate at least 20 hours of approved continuing education every two years before license renewal. Four of the 20 hours must cover the topic of pesticide laws and regulations (3 CCR section 6511).
- QAL holders, who have only the Maintenance Gardener Pest Control Category (Category Q) and who currently possess a valid Maintenance Gardener Pest Control Business License, only need eight hours of approved continuing education. Two of the eight hours must cover the topic of pesticides and pest control laws and regulations (3 CCR section 6511).



Who Needs It?

An Agricultural Pest Control Adviser (PCA) License is required by any person who offers a recommendation on any agricultural use, who holds himself/herself forth as an authority on any agricultural use, or who solicits services or sales for any agricultural use (FAC sections 11410, 11411).

Exemptions: The following are exempted from this licensing requirement if the recommendation is put in writing (FAC section 12001):

- Officials of federal, state, and county departments of agriculture
- University of California personnel engaged in duties relating to agricultural use

What's Required?

A PCA License is obtained by passing the Laws, Regulations, and Basic Principles (includes Integrated Pest Management Principles) examination and at least one category examination (for a list of categories, refer to FAC section 12022). In order to qualify for this examination, the applicant must meet the following requirements:

- Option 1: Bachelors degree in agricultural sciences, biological sciences, or pest management and meet the core course requirements; or Option 2: Meet the core course requirements plus 24 months of technical experience as an assistant to a PCA or the equivalent experience. The core course requirements are 45 semester units or 67.5 quarter units of college-level curricula in the physical and biological sciences, crop health, pest management systems and methods, and production systems course areas (3CCR section 6550).
- Submit a copy of official college transcripts with the APCA application (3 CCR section 6550)
- Submit examination fee of \$50.00 for each exam to be taken (FAC section 11502.5[b])
- Submit an initial application fee of \$80.00 (FAC section 12021)

Note: Examinations are based on the knowledge expectations found on DPR's website at <www.cdpr.ca.gov/license/adviserke.htm>.

Additional Requirements!

- Accumulate at least 40 hours of approved continuing education every two years before license renewal. Four of the 40 hours of continuing education must cover the topic of pesticide and pest control laws and regulations (3 CCR section 6511)
- Register with the county agricultural commissioner in "home" county (address on the PCA license) and in each county where recommendations are made (FAC section 12031)
- Retain one copy of each written recommendation for one year following the date of such recommendation (FAC section 12004)
- Provide the operator of the property with a copy of the written recommendation prior to the application (FAC section 12003)
- Where a pesticide use is recommended, a copy of the written recommendation must be provided to the pest control dealer and the applicator prior to the application (FAC section 12003)

LICENSE NO.

STATE OF CALIFORNIA
DEPARTMENT OF PESTICIDE REGULATION



1001 I STREET
SACRAMENTO, CALIFORNIA 95814
(916) 445-4038

PEST CONTROL BUSINESS LICENSE

THIS LICENSE EXPIRES

= POST THIS LICENSE PROMINENTLY IN PUBLIC VIEW =
THIS LICENSE IS NOT TRANSFERABLE - ANY CHANGE IN OWNERSHIP REQUIRES A NEW LICENSE

Who Needs It?

Any person who engages in pest control for hire (advertises, solicits, or operates as a pest control business). This includes, but is not limited to, the following types of activities (FAC sections 11403, 11701):

- Ground and aerial pest control applications
- Farm management companies when their services include pest control
- Packing houses, shippers, storage facilities, and other processors who treat agricultural commodities owned by another person or firm (does not include Cooperatives)
- Companies that perform pest control rights-of-way.

What's Required?

- Have at least one person in a supervisory position who holds a QAL with the appropriate pest control category(ies) at each principal and branch location (FAC section 11701.5)
- Fulfill financial responsibility requirement (FAC section 11701[c][2] and 3 CCR section 6524)
- Fictitious Business Name Statement from the County Clerk's Office (FAC section 11702[a])
- Certificate of Good Standing for companies that are corporations - obtained for a fee from the Secretary of State (FAC 11702[a])
- License fee of \$160.00 per year for the principal location and \$80.00 per year for each branch location (FAC section 11703)

Additional Requirements!

- Register with the county agricultural commissioner (CAC) in each county where work is performed (FAC section 11732)
- Retain pest control application notification records (NOIs) for two years (3 CCR section 6619)
- Retain records of pesticide use for two years (3 CCR section 6624)
- Submit pesticide use report records to CAC (3 CCR sections 6626 and 6627)
- Have valid permits for restricted materials used (3 CCR section 6632)
- Written recommendations retained for one year (FAC section 12004)
- Businesses that perform pest control using an aircraft must have a person who holds a valid Journeyman Pest Control Aircraft Certificate (FAC section 11901)
- Federal Aviation Administration (FAA) Operating Certificate required to operate as a commercial agricultural aircraft operator.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

CRAFT: ## LANDSCAPE MAINTENANCE LABORER

DETERMINATION: SC-LML-2008-1

ISSUE DATE: February 22, 2008

EXPIRATION DATE OF DETERMINATION: December 31, 2008* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY:	Employer Payments						Straight-Time	Overtime
	Basic Hourly Rate	Health and Welfare	Pension	Vacation	Holiday	Training	Hours Total Hourly Rate	1 1/2X
Imperial	\$8.00	-	-	^a 0.115	0.17	-	8 ^b 8.285	^b 12.285
Inyo, Mono and San Bernardino	8.00	-	-	0.30	0.17	-	8 8.47	12.47
Kern	8.00	-	-	^c 0.16	0.17	-	8 ^b 8.33	^b 12.33
	10.00	-	-	^d 0.27	0.46	-	8 ^b 10.73	^b 15.73
Los Angeles	8.00	0.89	-	^e 0.115	0.14	-	8 ^b 9.145	^b 13.145
Orange	8.00	-	-	^f 0.11	0.11	-	8 ^b 8.22	^b 12.22
Riverside	8.00	-	-	^g 0.20	0.16	-	8 ^b 8.36	^b 12.36
San Diego	8.00	-	-	0.22	0.115	-	8 8.335	12.335
	8.00	-	-	0.24	0.12	-	8 8.36	12.36
	8.00	-	-	^k 0.15	0.15	-	8 8.30	12.30
San Luis Obispo	8.00	-	-	^l 0.16	0.16	-	8 8.32	12.32
	8.00	-	-	^h 0.12	0.12	-	8 ^b 8.24	^b 12.24
	8.00	-	-	ⁱ 0.13	0.13	-	8 ^b 8.26	^b 12.26
Ventura	8.00	-	-	0.115	0.16	-	8 8.275	12.275
	8.00	2.97	-	^j 0.19	0.26	-	8 ^b 11.42	^b 15.42

Craft is not apprenticeable.

NOTE: If there are two rates, the first rate is for routine work, the second rate is for complex work.

^a \$0.22 after 3 years of service.

^f \$0.22 after 4 years of service.

^b Computation is based on the first years of employment. This rate should be increased by any applicable vacation increase as stated in other footnotes.

^g \$0.40 after 3 years of service.

^h \$0.23 after 2 years of service.

^c \$0.31 after 2 years of service.

ⁱ \$0.27 after 2 years of service.

^j \$0.38 after 3 years of service.

^d \$0.54 after 2 years of service; \$0.81 after 3 years of service.

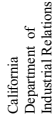
^k \$0.29 after 2 years of service.

^e \$0.24 after 3 years of service; \$0.37 after 7 years of service.

^l \$0.31 after 2 years of service.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/DLSR/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and subsistence provisions for the current determinations on the Internet at <http://www.dir.ca.gov/DLSR/PWD>. Travel and subsistence provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.



CERTIFICATION MUST be completed
(See reverse side)

*OTHER - Any other deductions, contributions and/or payments whether or not included or required by prevailing wage determinations must be separately listed. Use extra sheet(s) if necessary

S = STRAIGHT TIME
O = OVERTIME
SDI = STATE DISABILITY INSURANCE

NOTICE TO PUBLIC ENTITY

For Privacy Considerations

Fold back along dotted line prior to copying for release to general public (private persons).

(Paper Size then 8-1/2 x 11 inches)

I, _____, the undersigned, am the
(Name – print)

_____ with the authority to act for and on behalf of
(Position in business)

_____, certify under penalty of perjury
(Name of business and/or contractor)

that the records or copies thereof submitted and consisting of _____
(Description, number of pages)

are the originals or true, full, and correct copies of the originals which depict the payroll record(s)
of the actual disbursements by way of cash, check, or whatever form to the individual or
individuals named.

Date: _____

Signature: _____

A public entity may require a stricter and/or more extensive form of certification.

APPENDIX E

County of Los Angeles

Policy on Doing Business with Small Business

**COUNTY OF LOS ANGELES
POLICY ON DOING BUSINESS WITH SMALL BUSINESS**

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE. . . .

The importance of small business to the County. . .

- In fueling local economic growth
- Providing new jobs
- Creating new local tax revenues
- Offering new entrepreneurial opportunity to those historically under-represented in business

The County can play a positive role in helping small business grow. . .

- As a multi-billion dollar purchaser of goods and services
- As a broker of intergovernmental cooperation among numerous local jurisdictions
- By greater outreach in providing information and training
- By simplifying the bid/proposal process
- By maintaining selection criteria which are fair to all
- By streamlining the payment process.

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully-coordinated among our departments and districts, as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; and b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business; and b) to further the opportunities for all businesses to compete regardless of size.
4. Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.

APPENDIX F

County of Los Angeles

Determination of Contractor Non-Responsibility

and

Contractor Debarment

Title 2 ADMINISTRATION

Chapter 2.202 DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT

2.202.010 Findings and declarations.

- A. The board of supervisors finds that, in order to promote integrity in the county's contracting processes and to protect the public interest, the county's policy shall be to conduct business only with responsible contractors. The board of supervisors further finds that debarment is to be imposed only in the public interest for the county's protection and not for the purpose of punishment.
- B. Determinations of contractor non-responsibility and contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the auditor-controller. (Ord. 2005-0066 § 1, 2005: Ord. 2000-0011 § 1 (part), 2000.)

2.202.020 Definitions. For purposes of this chapter, the following definitions apply:

- A. "Contractor" means a person, partnership, corporation, or other entity who has contracted with, or is seeking to contract with, the county or a nonprofit corporation created by the county to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county. A contractor includes a contractor, subcontractor, vendor, or any person or entity who or which owns an interest of 10 percent or more in a contractor, subcontractor, or vendor.
- B. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county.
- C. "Debarment" means an action taken by the county which results in a contractor being prohibited from bidding or proposing on, being awarded and/or performing work on a contract with the county. A contractor who has been determined by the county to be subject to such a prohibition is "debarred."
- D. "Department head" means either the head of a department responsible for administering a particular contract for the county or the designee of same.
- E. "County" means the county of Los Angeles, any public entities for which the board of supervisors is the governing body, and any joint powers authorities of which the county is a member that have adopted county contracting procedures.
- F. "Contractor hearing board" means the persons designated to preside over contractor debarment hearings and make recommendations on debarment to the board of supervisors.
- G. Determination of "non-responsibility" means an action taken by the county which results in a contractor who submitted a bid or proposal on a particular contract being prohibited from being awarded and/or performing work on that contract. A contractor who has been determined by the county to be subject to such a prohibition is "non-responsible" for purposes of that particular contract.
- H. "Bid or proposal" means a bid, proposal, or any other response to a solicitation submitted by or on behalf of a contractor seeking an award of a contract. (Ord. 2005-0066 § 2, 2005: Ord. 2004-0009 § 1, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.030 Determination of contractor non-responsibility.

- A. Prior to a contract being awarded by the county, the county may determine that a contractor submitting a bid or proposal is non-responsible for purposes of that contract. In the event that

Title 2 ADMINISTRATION

Chapter 2.202 DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT

the county determines that a contractor is non-responsible for a particular contract, said contractor shall be prohibited from being awarded and/or performing work on that contract.

- B. The county may declare a contractor to be non-responsible for purposes of a particular contract if the county, in its discretion, finds that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.
- C. The decision by the county to find a contractor non-responsible for a particular contract is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection 2.202.040 (E) below, may be considered by the county in determining whether a contractor should be deemed non-responsible.
- D. Before making a determination of non-responsibility pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed non-responsibility determination, and shall advise the contractor that a non-responsibility hearing will be scheduled on a date certain. Thereafter, the department head shall conduct a hearing where evidence on the proposed non-responsibility determination is presented. The contractor and/or attorney or other authorized representative of the contractor shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence. After such hearing, the department head shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be found non-responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the department head. A non-responsibility finding shall become final upon approval by the board of supervisors. (Ord. 2005-0066 § 3, 2005: Ord. 2004-0009 § 2, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.040 Debarment of contractors.

- A. The county may debar a contractor who has had a contract with the county in the preceding three years and/or a contractor who has submitted a bid or proposal for a new contract with the county.
- B. The county may debar a contractor if the county finds, in its discretion, that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.
- C. The decision by the county to debar a contractor is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any

Title 2 ADMINISTRATION

Chapter 2.202 DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT

relevant mitigating or aggravating factors, including those described in Subsection (E) below, may be considered by the county in determining whether to debar a contractor and the period of debarment. Generally, the period of debarment should not exceed five years. However, if circumstances warrant, the county may impose a longer period of debarment up to and including permanent debarment.

- D. To impose a debarment period of longer than five years, and up to and including permanent debarment, in addition to the grounds described in Subsection (B) above, the county shall further find that the contractor's acts or omissions are of such an extremely serious nature that removal of the contractor from future county contracting opportunities for the specified period is necessary to protect the county's interests.
- E. Mitigating and aggravating factors that the county may consider in determining whether to debar a contractor and the period of debarment include but are not limited to:
 - (1) The actual or potential harm or impact that results or may result from the wrongdoing.
 - (2) The frequency and/or number of incidents and/or duration of the wrongdoing.
 - (3) Whether there is a pattern or prior history of wrongdoing.
 - (4) A contractor's overall performance record. For example, the county may evaluate the contractor's activity cited as the basis for the debarment in the broader context of the contractor's overall performance history.
 - (5) Whether a contractor is or has been debarred, found non-responsible, or disqualified by another public entity on a basis of conduct similar to one or more of the grounds for debarment specified in this Section.
 - (6) Whether a contractor's wrongdoing was intentional or inadvertent. For example, the county may consider whether and to what extent a contractor planned, initiated, or carried out the wrongdoing.
 - (7) Whether a contractor has accepted responsibility for the wrongdoing and recognizes the seriousness of the misconduct that led to the grounds for debarment and/or has taken corrective action to cure the wrongdoing, such as establishing ethics training and implementing programs to prevent recurrence.
 - (8) Whether and to what extent a contractor has paid or agreed to pay criminal, civil, and administrative liabilities for the improper activity, and to what extent, if any, has the contractor made or agreed to make restitution.
 - (9) Whether a contractor has cooperated fully with the county during the investigation, and any court or administrative action. In determining the extent of cooperation, the county may consider when the cooperation began and whether the contractor disclosed all pertinent information known to the contractor.
 - (10) Whether the wrongdoing was pervasive within a contractor's organization.
 - (11) The positions held by the individuals involved in the wrongdoing.
 - (12) Whether a contractor's principals participated in, knew of, or tolerated the offense.
 - (13) Whether a contractor brought the activity cited as a basis for the debarment to the attention of the county in a timely manner.
 - (14) Whether a contractor has fully investigated the circumstances surrounding the cause for debarment and, if so, made the result of the investigation available to the county.

Title 2 ADMINISTRATION

Chapter 2.202 DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT

- (15) Whether a contractor had effective standards of conduct and internal control systems in place at the time the questioned conduct occurred.
 - (16) Whether a contractor has taken appropriate disciplinary action against the individuals responsible for the activity which constitutes the cause for debarment.
 - (17) Other factors that are appropriate to the circumstances of a particular case.
- F. Before making a debarment determination pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed debarment, and shall advise the contractor that a debarment hearing will be scheduled on a date certain. The contractor hearing board shall conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or attorney or other authorized representative must be given an opportunity to appear at the debarment hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence at that hearing. After such hearing, the contractor hearing board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred and, if so, the appropriate length of time for the debarment. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A debarment finding shall become final upon the approval of the board of supervisors.
- G. In making a debarment determination, the board of supervisors may also, in its discretion and consistent with the terms of any existing contracts that the contractor may have with the county, terminate any or all such existing contracts. In the event that any existing contract is terminated by the board of supervisors, the county shall maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law.
- H. With respect to a contractor who has been debarred for a period longer than five years, the contractor may, after the debarment has been in effect for at least five years, request that the county review the debarment determination to reduce the period of debarment or terminate the debarment. The county may consider a contractor's request to review a debarment determination based upon the following circumstances: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the county. A request for review shall be in writing, supported by documentary evidence, and submitted to the chair of the contractor hearing board. The chair of the contractor hearing board may either: 1) determine that the written request is insufficient on its face and deny the contractor's request for review; or (2) schedule the matter for consideration by the contractor hearing board which shall hold a hearing to consider the contractor's request for review, and, after the hearing, prepare a proposed decision and a recommendation to be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A reduction of the period of the debarment or termination of the debarment shall become final upon the approval of the board of supervisors. (Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)

Title 2 ADMINISTRATION

Chapter 2.202 DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT

2.202.050 Pre-emption.

In the event any contract is subject to federal and/or state laws that are inconsistent with the terms of the ordinance codified in this chapter, such laws shall control. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.060 Severability.

If any section, subsection, subpart or provision of this chapter, or the application thereof to any person or circumstances, is held invalid, the remainder of the provisions of this chapter and the application of such to other persons or circumstances shall not be affected thereby. (Ord. 2000-0011 § 1 (part), 2000.)

APPENDIX G

IRS Notice No. 1015

Employee Earned Income Credit



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2009)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2009 are less than \$48,279 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 8, 2010.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at www.irs.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2009 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2009 and owes no tax but is eligible for a credit of \$829, he or she must file a 2009 tax return to get the \$829 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2010 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

APPENDIX H

County of Los Angeles

Contractor Employee Jury Service Program

Title 2 Administration
Chapter 2.203 Contractor Employee Jury Service

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

Title 2 Administration
Chapter 2.203 Contractor Employee Jury Service

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 Administration
Chapter 2.203 Contractor Employee Jury Service

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070 Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,
2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

APPENDIX I

Living Wage Ordinance

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

2.201.010 Findings.

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

2.201.020 Definitions.

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

- A. "County" includes the county of Los Angeles, any county officer or body, any county department head, and any county employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a county of Los Angeles owned or leased facility.
- C. "Employer" means:
 - 1. An individual or entity who has a contract with the county:
 - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or
 - b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and
 - c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
 - 2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the county.
- D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the chief administrative officer, but in no event less than 35 hours worked per week.
- E. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et. Seq. of this code, entitled Contracting with Private Business.

2.201.030 Prospective effect.

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

Title 2 ADMINISTRATION

Chapter 2.201 LIVING WAGE PROGRAM

*Editor's note: Effective three months after the effective date of the Ordinance approval.

2.201.040 Payment of living wage.

- A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be \$9.64 per hour with health benefits, or \$11.84 per hour without health benefits.
- B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$2.20 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.
- C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section, above for future contracts. Any adjustments to the living wage rate specified in subsections A and B that are adopted by the Board of Supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments which become effective three months or more after the effective date of the ordinance that adjusts the living wage rate.

2.201.050 Other provisions.

- A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.
- C. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The chief administrative officer in conjunction with the affirmative action compliance officer shall issue written instructions on the implementation and on-going administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the chief administrative officer in conjunction with the affirmative action compliance officer. The affirmative action compliance officer in conjunction with the chief administrative officer shall

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

report annually to the board of supervisors on contractor compliance with the provisions of this chapter.

- E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ord. 99-0048 § 1 (part), 1999.)

2.201.060 Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ord. 99-0048 § 1 (part), 1999.)

2.201.070 Employee retention rights.

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

- A. A "retention employee" is an employee of a predecessor employer:
1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
 3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
1. Has been convicted of a crime related to the job or his or her job performance; or
 2. Fails to meet any other county requirement for employees of a contractor.
- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ord. 99-0048 § 1 (part), 1999.)

2.201.080 Enforcement and remedies.

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

- B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:
1. Assess liquidated damages as provided in the contract; and/or
 2. Recommend to the board of supervisors the termination of the contract; and/or
 3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter in accordance with Section 2.202.040 of this code.

2.201.090 Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.
- D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:
1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
 2. Has 20 or fewer employees during the contract period, including full time and part time employees; and
 3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or
 4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full time and part time employees, and more than \$1,000,000.00 in annual gross revenues or \$2,500,000.00 in annual gross revenues if a technical or professional service.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 99-0055 § 1, 1999: Ord. 99-0048 § 1 (part), 1999.)

2.201.100 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 99-0048 § 1 (part), 1999.)

APPENDIX J

Guidelines for Assessment of Proposer

Labor Law/Payroll Violations

GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS

COUNTY DETERMINATION Proposer Name: _____ Contracting Department: _____ Department Contact Person/Phone: _____	RANGE OF DEDUCTION (Deduction is taken from the maximum evaluation points available)	
MAJOR County determination, based on the Evaluation Criteria, that proposer has a record of very serious violations.*	Proposer Fully Disclosed 8 - 10% Consider investigating a finding of proposer non-responsibility**	Proposer <i>Did Not</i> Fully Disclose 16 - 20% Consider investigating a finding of proposer non-responsibility**
SIGNIFICANT County determination, based on the Evaluation Criteria, that proposer has a record of significant violations.*	4 - 7%	8 - 14% Consider investigating a finding of proposer non-responsibility**
MINOR County determination, based on the Evaluation Criteria, that proposer has a record of relatively minor violations.*	2 - 3%	4 - 6%
INSIGNIFICANT County determination, based on the Evaluation Criteria, that proposer has a record of very minimal violations.*	0 - 1%	1 - 2%
NONE County determination, based on the Evaluation Criteria, that proposer does not have a record of violations.*	0%	N/A

* A "Labor Law/Payroll Violation" includes violations of any Federal, State, or local statute, regulation, or ordinance pertaining to wages, hours, working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination. The County may deduct points from a proposer's final evaluation score only for Labor Law/Payroll Violations with disposition by a public entity within the past three years of the date of the proposal.

The assessment and determination of whether a violation is major, significant, minor, or insignificant and the assignment of a percentage deduction shall include, but not be limited to, consideration of the following criteria and variables:

- ♦ Accuracy in self-reporting by proposer
- ♦ Health and/or safety impact
- ♦ Number of Occurrences
- ♦ Identified patterns in occurrences
- ♦ Dollar amount of lost/delayed wages
- ♦ Assessment of any fines and/or penalties by public entities
- ♦ Proportion to the volume and extent of services provided, e.g., number of contracts, number employees, number of locations, etc.

** County Code Title 2, Chapter 2.202.030 sets forth criteria for making a finding of contractor non-responsibility which are not limited to the above situations.

Listing of Contractors Debarred in Los Angeles County

Vendor Name:	G COAST CONSTRUCTION INC.
Alias:	
Debarment Start Date:	9/11/2007 Debarment End Date: 9/10/2012
Principal Owners and/or Affiliates:	Ezra Levi
Vendor Name:	INSPECTION ENGINEERING CONSTR
Alias:	Inspection Engineering Construction
Debarment Start Date:	6/13/2006 Debarment End Date: 6/12/2016
Principal Owners and/or Affiliates:	Jamal Deaifi
Vendor Name:	Arrowhead Emancipation Program
Alias:	
Debarment Start Date:	7/8/2008 Debarment End Date: 12/31/2069
Principal Owners and/or Affiliates:	Irma F. Reed Charlene Williams

[Contractor Report Menu](#)

APPENDIX L

Safely Surrendered Baby Law

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723

www.babysafela.org

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



APPENDIX M

Transmittal Form

to Request a

Solicitation Requirements Review

Transmittal Form to Request a Solicitation Requirement Review.

A Solicitation Requirements Review must be received by the County within 10 business days of issuance of the solicitation document

Proposer Name:	Date of Request:
Project Title:	Project 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 **10 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 additional pages and supporting documentation as necessary.)*

Request submitted by:

(Name)

(Title)

For County use only

Date Transmittal Received by County:_____ Date Solicitation Released:_____

Reviewed by:_____

Results of Review - Comments:

D Response sent to Proposer:_____

Appendix N

Title 2 ADMINISTRATION

Chapter 2.204 LOCAL BUSINESS ENTERPRISE PREFERENCE PROGRAM

2.204.010 Introduction.

The board of supervisors finds that it is of benefit to the county of Los Angeles to promote and facilitate the fullest possible participation by all citizens in the affairs of the county in every way possible. It is also essential that opportunities be provided for full participation in our free enterprise system by small business enterprises. Further, it is the policy of the board that the county should aid and assist, to the maximum extent possible, the interests of local small business concerns in order to preserve free competitive enterprise and to ensure that a fair proportion of the total purchases and contracts or subcontracts for purchase of goods or services for the county be placed with such enterprises. (Ord. 2002-0057 § 1 (part), 2002.)

2.204.020 Purpose.

The county of Los Angeles local small business enterprise preference program is a race and gender-neutral program designed to enhance purchasing and contracting opportunities for local small businesses within the county of Los Angeles. The program priorities were developed to promote and foster inclusiveness and economic development, as well as ongoing evaluation to assure all businesses, including local small businesses, are provided equal opportunities in county purchasing and contracting activities. (Ord. 2002-0057 § 1 (part), 2002.)

2.204.030 Definitions.

For the purpose of this chapter, the following words and phrases are defined and shall be construed as having the following meaning:

- A. "County" shall mean the county of Los Angeles or any public entities for which the board of supervisors is the governing body.
- B. "Department" shall mean the county department, entity, or organization responsible for the solicitation.
- C. "Local small business enterprise" shall mean:
 - 1. A business having its principal office located in Los Angeles County for at least one year; and
 - 2. A business certified as a small business by the state of California.
- D. "Solicitation" shall mean the county's process to obtain bids or proposals for goods and services. (Ord. 2002-0057 § 1 (part), 2002.)

2.204.040 Administration.

The chief administrative officer (CAO) with the assistance of county counsel (COCO), internal services department (ISD), and the office of affirmative action compliance (OAAC), shall issue interpretations of the provisions of this chapter, and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments. (Ord. 2002-0057 § 1 (part), 2002.)

2.204.050 Certification as a local small business enterprise.

OAAC shall be responsible for verifying that a local small business is already certified as a small business by the state of California and that the business has its principal office located in Los Angeles County. OAAC shall certify local small business enterprises and maintain records of the certified businesses and their participation in county purchasing and contracting. (Ord. 2002-0057 § 1 (part), 2002.)

2.204.060 Responsibilities and standards.

- A. In order to facilitate the participation of local small business enterprises in county purchases of goods and services, county departments shall provide for local small business enterprise preferences in their purchase of goods and services where responsibility and quality are equal.
- B. In solicitations where an award is to be made to the lowest responsible bidder meeting specifications, the preference to the local small business enterprise shall be five percent of the lowest responsible bidder meeting specifications, determined according to the instructions issued by the CAO.
- C. In solicitations where an award is to be made to the highest scored proposer based on evaluation factors in addition to price, the preference to the local small business enterprise shall be five percent of the cost/price component of the evaluation method, determined according to the instructions issued by the CAO.
- D. The local small business enterprise preference under subsections B and C of this section shall not exceed \$50,000.00 for any one solicitation and award determination.

Appendix N

Title 2 ADMINISTRATION

Chapter 2.204 LOCAL BUSINESS ENTERPRISE PREFERENCE PROGRAM

E. In order for a local small business enterprise to be eligible to claim the preference, the business must request the preference in the solicitation response. (Ord. 2002-0057 § 1 (part), 2002.)

2.204.070 Exclusions.

The local small business enterprise preference shall not be given for the following county purchases:

A. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar or related group purchasing organization.

B. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.40 or a successor provision.

C. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy Manual, Section P-2810 or a successor provision.

D. A non-agreement purchase with a value of less than \$5,000.00 pursuant to the Los Angeles County Purchasing Policy Manual, Section A-03000 or a successor provision.

E. Any contract, funded in whole or in part by the federal government, to the extent of any conflict between the requirements imposed by the federal government relating to participation in a contract by a minority or women business enterprise as a condition of the receipt of the federal funds. (Ord. 2002-0057 § 1 (part), 2002.)

2.204.080 Violations and sanctions.

A. The information furnished by each solicitation respondent requesting a local small business enterprise preference shall be under penalty of perjury.

B. No person or business shall knowingly and with intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a local small business enterprise for the purpose of this chapter.

C. No person or business shall willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a county official or employee for the purpose of influencing the certification or denial of certification of any entity as a local small business enterprise.

D. A business which has obtained county certification as a local small business enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded a contract to which it would not otherwise have been entitled, shall:

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

2. In addition to the amount described in subdivision 1 of subsection D of this section, be assessed a penalty in an amount of not more than 10 percent of the amount of the contract involved; and

3. Be subject to the provisions of Chapter 2.202 of the county code (Determinations of Contractor Non-responsibility and Contractor Debarment).

E. The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and OAAC of this information prior to responding to a solicitation or accepting a contract award. (Ord. 2002-0057 § 1 (part), 2002.)

2.204.090 Appeals for reconsideration of local small business enterprise certification.

OAAC will investigate any complaint of eligibility received by the county concerning the local small business enterprise preference program. (Ord. 2002-0057 § 1 (part), 2002.)

2.204.100 Applicability.

This chapter shall apply to all solicitations issued 90 days after the effective date of the ordinance codified in this chapter. (Ord. 2002-0057 § 1 (part), 2002.)

APPENDIX O

Defaulted Property Tax Reduction Program

EXHIBIT O
Title 2 ADMINISTRATION
Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.010 Findings and Declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

Title 2 ADMINISTRATION
Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required Solicitation and Contract Language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

EXHIBIT O
Title 2 ADMINISTRATION
Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
1. Chief Executive Office delegated authority agreements under \$50,000;
 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
 3. A purchase made through a state or federal contract;
 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
 7. Program agreements that utilize Board of Supervisors' discretionary funds;
 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or

Title 2 ADMINISTRATION
Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and Remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
 1. Recommend to the Board of Supervisors the termination of the contract; and/or,
 2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)