COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION

January 4, 2005

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

Dear Supervisors:

APPROVAL OF A LANDSCAPE AND GROUNDS MAINTENANCE CONTRACT IN THE CASTAIC AREA PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972
(Fifth District - 3 Vote Matter)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that approval of the attached contract is categorically exempt from the California Environmental Quality Act (CEQA).

2. Find that the continued contracting for landscape and grounds maintenance services pursuant to the Landscaping and Lighting Act of 1972 can be more economically performed by Parkwood Landscape Maintenance for the Castaic Area of the County.

3. Approve and instruct the Chair to sign the attached contract with Parkwood Landscape Maintenance for the Castaic Area in the amount of $408,206 to be funded from special assessments collected in nine zones included in that Area. The term of the contract is two (2) years, with three (3) one-year renewal options at the discretion of the County.

4. Authorize the Interim Director of Parks and Recreation to exercise the annual renewal options for the contract, which may include cost of living increases consistent with County policy, and not to exceed three percent (3%) per option year.

5. Authorize the Interim Director of Parks and Recreation to approve unforeseen services under the contract up to an annual not-to-exceed amount of $96,000.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Los Angeles County Department of Parks and Recreation administers 44 separate landscape maintenance zones covering approximately 1,400 acres of natural and irrigated landscaped areas that are funded from property assessments on approximately 25,000 parcels pursuant to the Landscaping and Lighting Act of 1972.

The recommended contract is for landscape and grounds maintenance services within nine zones in the Castaic area. The award of this contract is a part of the Department's continuing effort to provide the best possible service to the public in a cost-effective manner. This recommendation is based upon a finding that an independent contractor can more economically perform the landscape and grounds maintenance services.

Landscape and grounds maintenance services for the Castaic Area have been provided by the private sector since the inception of each zone. Approval of the recommended contract will enable the Department to continue landscape and grounds maintenance services at the current levels. The recommended contract will be funded through direct assessments on properties within each zone.

Contingency/Additional Services

To manage unforeseen service needs and emergencies affecting the landscape maintenance zones, the Department is recommending that your Board authorize the Interim Director to approve additional services on an as-needed basis up to an annual not-to-exceed amount of $96,000. The requested contingency amount is based on the recent history of unforeseen and emergency service demands and the age of the infrastructure within each of the nine zones.

Although the base contract amount includes regularly scheduled activities, the additional services contingency provides for activities that cannot be anticipated or do not occur on a regular basis. These services include repairs or replacement of landscaping as may be requested by homeowners and homeowner associations or if damaged by severe weather; repairs to or replacement of infrastructure such as irrigation systems due to vandalism; emergency services to minimize erosion, mitigate slope failures or maintain public safety; and the replacement or repair of the infrastructure in order to adequately maintain the improvements within each zone. The contingency, which represents approximately 23.5 percent of the base contract amount, is based upon historical data and the characteristics of the landscape maintenance zones included in the contract.

The Castaic Area encompasses landscape maintenance zones that are affected by factors including unusually high winds, high temperatures, and an aging infrastructure requiring frequent repairs and refurbishment to slopes. In recent years, fire has

impacted five of the nine zones identified in the recommended contract, including Zones 37, 38, 40, 55 and 64.

The Department will not request the contractor to perform services that will exceed the approved maximum contract amount, including the additional services authorization, or are outside the scope of work or contract dates without the prior approval of your Board.

Implementation of Strategic Plan Goals

The proposed contract with Parkwood Landscape Maintenance will further Board approved County Strategic Plan Goal 1 (Service Excellence), and Goal 4 (Fiscal Responsibility) through the provision of quality maintenance services at a savings over County costs.

FISCAL IMPACT/FINANCING

The recommended actions will have no impact on the County's General Fund as the services are funded through special benefit assessments on properties within the nine Lighting and Landscape Act District zones within the Castaic Area. Sufficient appropriation is budgeted in the Special Districts' Fiscal Year 2004-05 budget to fund the costs of the recommended contract, including the recommended contingency amount for additional services.

The recommended base contract annual cost of $408,206 represents a cost savings of $373,994, or 47.8 percent, compared to the estimated County cost to perform similar services for one year.

Based upon the current annual assessments collected, full utilization of the annual not-to-exceed contingency amount for the contract would not reduce the appropriated fund balances for each landscape maintenance zone below the recommended operating reserve levels for the potential five-year term of the contract with the exception of Zone 19, Sagewood Valencia and Zone 37, Castaic Hillcrest.

In the event the maximum contingency amount was spent each year, the fund balance in Zone 19 and Zone 37 would fall below the recommended reserve level in the FY 2008-09 option year. Prior to FY 2008-09, the Department intends to request a vote by the property owners to increase the assessment. The last approved assessment occurred with the formation of Zone 19 in 1986 and Zone 37 in 1989. Should property owners fail to approve the increases, the Department will reduce the level of services to match available funding.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In compliance with the provisions of Los Angeles County Code Sections 2.121.250 through 2.121.420, the Department solicited proposals from private contractors for the provision of landscape and grounds maintenance services for the Castaic Area. The mandatory requirements for contracting, as identified in Section 2.121.380 of the Los Angeles County Code, have been met and Parkwood Landscape Maintenance has submitted the highest ranked and most cost-effective proposal for the recommended contract. The cost analysis indicating that the contracted landscape maintenance services can be performed more economically by the private sector is attached (see Attachment I).

The term of each contract is for two (2) years and includes a provision whereby the Interim Director may annually extend the contract for up to three (3) one-year option periods. The options exercised will be based upon the contractor's compliance with the contract terms and the Department's determination as to the contract's continued cost-effectiveness during future option periods.

The Child Support Services Department has approved the Child Support Compliance Program provision of the contract and issued a certificate of compliance for the contractor. The contractor has met the Living Wage Program requirements and agrees to pay its full time employees providing services to the County wages that are no less than those required by the Living Wage Program.

The California State Department of Industrial Relations, Division of Labor Standards Enforcement, reports no negative information on the Contractor.

The recommended contract includes termination provisions for non-performance, improper consideration and the right to terminate all or portions of the contract due to closures or upon transfer of title or responsibility of the areas to another public agency.

In addition, the recommended contract contains all applicable Board-mandated provisions including Safely Surrendered Baby Law, non-payment for services provided after the expiration date or in excess of the authorized contract sum, notification requirements of contractor, Jury Service Program, Living Wage Program, GAIN/GROW Programs, Federal Earned Income Tax Credit notification, Quality Assurance Plan, Recycled Paper, Debarment, and Indemnification and Insurance.

Parkwood Landscape Maintenance has executed the attached contract and will provide the required insurance policy naming Los Angeles County and the applicable landscape maintenance district as additional insureds. The Office of County Counsel has approved the agreement as to form.

NEGATIVE DECLARATION/ENVIRONMENTAL IMPACT REPORT

The approval of the recommended contract for landscape grounds maintenance services is categorically exempt from the California Environmental Quality Act (CEQA) according to Section 15301(h) of the State CEQA Guidelines and Class 1(j) of the Environmental Document Reporting Procedures and Guidelines, which your Board adopted on November 17, 1987, because the project involves landscape and grounds maintenance services of existing facilities.

CONTRACTING PROCESS

Currently, landscape and grounds maintenance services are provided by the private sector through either contracts approved by your Board or through the contracting authority delegated to the Director of the Department of Parks and Recreation. Each of these agreements, with the exception of those executed under the Director's delegated authority, is on a month-to-month holdover pursuant to the terms of the current agreement pending re-solicitation.

To implement the County's Living Wage Ordinance, a solicitation process for landscape and grounds maintenance services was completed in 2001. During the solicitation process, the Department responded to questions raised by the Auditor-Controller relating to the inconsistency of staffing hours proposed by the private sector and this Department. Because of the period of time between the receipt of proposals and the resolution of the Auditor-Controller's staffing issue, it was recommended that the Department reject all proposals received and develop a new Request for Proposals with a statement of work consistent with acceptable staffing parameters. As a result, on May 19, 2004, the Department commenced with the three solicitations for the provision of landscape and grounds maintenance services by mailing notices to 137 prospective contractors. The notice included bilingual instructions on how to contact the Department regarding these solicitations. Prospective contractors were identified by: utilizing the Department's existing bidders' list; advertising in the Dodge Construction News Green Sheet, an area-wide contractors' information system; posting on the County "Doing Business with Us" Web Site as well as the Department's Web Site.

On June 22, 2004, two proposals were received for each of the contract areas. Department staff reviewed each of these proposals for cost-effectiveness, business experience and performance history, financial resources, compliance with the Living Wage Program and ability to accomplish the required landscape maintenance services. Proposition A contracts valued under $1 million are no longer reviewed for cost effectiveness by the Auditor-Controller, as stated in their memo of October 2, 2003. Therefore, the Proposition A cost analysis was performed internally utilizing guidelines and methodologies consistent with the Auditor-Controller procedures.

Parkwood Landscape Maintenance submitted the most cost-effective proposal and received the highest score based on the evaluation and selection criteria. It should be noted that upon final analysis and award, the contractor was selected without regard to gender, race, creed or color.

In accordance with County policy, the recommended contract contains a provision whereby the Interim Director may increase the contractor's compensation during the option years, within an overall cap of three percent (3%) per year, based on the lesser of the average percentage wage increase of County employees or the Consumer Price Index (CPI) for Urban Areas. The decision to include this provision was based on the Department's experience that contractors may incur an increase in costs, such as insurance premiums, fuel, etc., during the option years that could impact their performance. As a result, this provision allows the Interim Director to review cost information and determine if a cost-of-living adjustment is justified.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

These landscape and grounds maintenance services have been provided by the private sector since the inception of each landscape maintenance project area; therefore, there will be no impact to existing staff or service levels.

CONCLUSION

It is requested that a certified copy of the action taken by your Board and fully executed copy of the attached contracts be mailed to Parkwood Landscape Maintenance, Attention: Mr. David L. Melito, 16443 Hart Street, Van Nuys, California 91406. It is also requested that three (3) conformed copies of each contract be forwarded to this Department.

Respectfully submitted,

Barbara U. Uyeda for

Russ Guiney
Interim Director

Attachments

RG:SD

c: Executive Officer (22)

Attachment I

County's Estimated Avoidable Costs compared to Parkwood Landscape's Costs for Castaic Area Zones Maintenance Services

COUNTY COST

Direct

Salaries (1):

Position	Monthly Salary	No. of Positions*	No. of Months	TOTAL
Grounds Maintenance Worker II	$2,864	5.37	12	$184,556
Grounds Maintenance Worker I	$2,561	6.24	12	$191,768
Irrigation & Lawn Sprinkler Fitter	$3,798	2.27	12	$103,458
Agricultural Chemical Sprayer	$3,807	0.55	12	$25,127

*Total positions of 14.43 = 25,498 hours (based on the annual County productive hours of 1,767).

		$504,909
Less Salary Variance (2)	($20,442)	
Employee Benefits (3)	$246,027	$225,585
Total Salaries and Employee Benefits		$730,494

Equipment (4):

Vehicle Usage/Depreciation	No. of Units	No. of Miles	Cost/Mile	TOTAL
Vehicle Usage				
1/2 ton pickup truck at 165 mi/week	2	8,580	$0.5029	$4,315
3/4 ton pickup truck at 636 mi/week	3	33,072	$0.6433	$21,275
1 ton agric. sprayer truck at 13 mi/week	1	676	$0.6891	$466
Depreciation				
1/2 ton pickup truck at 165 mi/week	2	8,580	$0.1715	$1,471
3/4 ton pickup truck at 636 mi/week	3	33,072	$0.2180	$7,210
1 ton agric. sprayer truck at 13 mi/week	1	676	$0.2471	$167
				$34,904

Services and Supplies	$16,802	
Total Services and Supplies/Equipment	$51,706	
Indirect (5)		
Avoidable Overhead	$0	
TOTAL ESTIMATED COUNTY AVOIDABLE COSTS (6)		$782,200

CONTRACTING COSTS

DIRECT		
Contractor Cost (7)	$408,206	
Total Contractor Direct Costs	$408,206	
INDIRECT COSTS		
County Contract Monitoring (8)	$0	
Total County Contract Indirect Costs		
TOTAL CONTRACTING COST (Direct Costs plus Indirect Costs)		$408,206
ESTIMATED SAVINGS FROM CONTRACTING (TOTAL ESTIMATED COUNTY AVOIDABLE COSTS LESS TOTAL CONTRACTING COSTS)		$373,994

FOOTNOTES ARE ON THE FOLLOWING PAGE

FOOTNOTES TO ATTACHMENT

1 Employee Salaries - The salary rates show annual salaries from July 1, 2004, through June 30, 2005. Annual salaries were calculated at the budgeted monthly top step multiplied by the number of positions needed to provide the services multiplied by the number of months at the current salary rate and then added together:

Grounds Maintenance Worker II
($2,864 x 5.37 x 12) = $184,556
Grounds Maintenance Worker I
($2,561 x 6.24 x 12) = $191,768
Irrigation & Lawn Sprinkler Fitter
($3,798 x 2.27 x 12) = $103,458
Agricultural Chemical Sprayer
($3,807 x 0.55 x 12) = $25,127

2. Salary Variance – 95.9513% was the percent used to reduce the fifth step salary costs since not all employees are on the top step of their classification.

3. Employee Benefits Rate - The employee benefit rate was applied to direct salaries to arrive at the avoidable employee benefits. The rate used to determine the avoidable employee benefits was 50.783%. This rate was then multiplied by the fifth step adjustment salary (50.783% x $484,467 = $246,027).

4. Direct Services and Supplies - The equipment costs include: vehicle usage cost for (2) ½ ton pickup trucks at 165 miles per week for 52 weeks at $0.5029 cost per mile (165 x 52 x $0.5029 = $4,315), (3) ¾ ton pickup trucks at 636 miles per week for 52 weeks at $0.6433 cost per mile (636 x 52 x $0.6433 = $21,275) and a one ton agric. sprayer truck at 13 miles per week for 52 weeks at $0.6891 cost per mile (13 x 52 x $0.6891 = $466); and depreciation costs for (2) ½ ton trucks at 165 miles per week for 52 weeks at $0.1715 cost per mile (165 x 52 x $0.1715 = $1,471), (3) ¾ ton truck at 636 miles per week for 52 weeks at $0.2180 cost per mile (636 x 52 x $0.2180 = $7,210) and a one ton agric. sprayer truck at 13 miles per week for 52 weeks at $0.2471 cost per mile (13 x 52 x $0.2471 = $167). The miscellaneous services and supplies used for this contract total $16,802 and include; (3) 36" gas powered rotary mowers, (4) gas powered hedge shears, (4) gas powered line trimmers, (3) gas powered edgers, (4) gas powered blowers, (2) 16" gas powered chainsaw, (6) loppers, (6) hand pruners, (6) 9" hedge shears, (6) 24" push brooms, (12) sq pt/round pt shovels, and a tree and turf fertilization management program. The power and hand tools have been annualized over a five (5) year contract.

5. Avoidable Indirect Costs - There are no avoidable indirect costs associated with this contract.

6. Estimated Avoidable Costs - An estimate of the County's cost to provide the equivalent level of service proposed in the Request For Proposals. This estimate represents costs that would no longer be incurred if the contract is awarded.

7 Contract Costs - This amount is equal to the contractor's bid.

8. Contractor Monitoring - Contract monitoring will be performed by existing County staff. Thus, there are no additional costs associated with monitoring.

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costanalysis
Castaic Area Zones

Parkwood Landscape's Proposed Costs by Category for Castaic Area Zones Maintenance Services

Salaries (54.34%)

Position	Full-Time Equivalent	Annual Hours	Hourly Rate	Total
Field Supervisor	0.40	832	Salaried	
Landscape Foreman	1.00	2,080	$10.00	$20,800
Irrigation Technician	1.00	2,080	$9.75	$20,280
Gardener	1.00	2,080	$9.50	$19,760
Gardener	1.00	2,080	$9.50	$19,760
Gardener	1.00	2,080	$9.50	$19,760
Gardener	1.00	2,080	$9.50	$19,760
Gardener	1.00	2,080	$9.50	$19,760
Gardener	1.00	2,080	$9.50	$19,760
Gardener	1.00	2,080	$9.50	$19,760
Gardener	1.00	2,080	$9.50	$19,760
Gardener	1.00	2,080	$9.50	$19,760
Pest Control Appli.	0.14	299	$9.75	$2,915
		24,011		$221,835

Employee Benefits	
Medical Insurance, Life Insurance	$0
Payroll Taxes/Deductions (FICA, SUI, Worker's Comp)	$65,988
Total Salaries and Employee Benefits (70.51%)	$287,823

Equipment

Equipment	# of Units	# of Hours	Cost/Hour	Total
Equipment listed below				$15,000

Proposed equipment to be used during the term of the contract listed below.

Services and Supplies	
Miscellaneous hand tools, office equipment, telephone, utilities	$16,380
Total Equipment/Services and Supplies (7.69%)	$31,380
Overhead (8.76%)	$35,772
General Accounting/Bookkeeping services, management overhead	
Profit (13.04%)	$53,231
Total Overhead and Profit	$89,003
CONTRACTING COSTS	$408,206

Equipment to be used to perform the contract work: (1) Ford F-150 pickup, (1) Ford F-150 ext-cab pickup, (Ford Ranger spray vehicle, (1) Utility trailer, (2) 36" Toro mowers, (1) 60" Exmark riding mower, (6) Echo blowers, (6) weed eaters.

Schedule of Difference Between County and Parkwood Landscape's Costs by Category for Castaic Area Zones Maintenance Services

Costs by Category	COUNTY	CONTRACTOR	DIFFERENCE	REMARKS
Staffing				
Grounds Maintenance Worker II	5.37		5.37	(A)
Grounds Maintenance Worker I	6.24		6.24	
Irrigation & Lawn Sprinkler Fitter	2.27	1.00	1.27	
Agricultural Chemical Sprayer	0.55		0.55	
Field Supervisor		0.40	(0.40)	
Landscape Foreman		1.00	(1.00)	
Pest Control Applicator		0.14	(0.14)	
Gardener		9.00	(9.00)	
TOTAL	14.43	11.54	2.89	
Salary Costs 95.95% (County Salaries include 5th Step Variance of 95.03%)	$484,467	$221,835	$262,632	(B)
Employee Benefits 50.78%	$246,027	$65,988	$180,039	(C)
Equipment/Services & Supplies	$51,706	$31,380	$20,326	(D)
Indirect Costs	$0	$35,772	($35,772)	(E)
TOTAL Costs (Less Profit)	$782,200	$354,975	$427,225	
Contractor Profit	$0	$53,231	($53,231)	
TOTAL County vs. Contractor Costs	$782,200	$408,206	$373,994	

(A) The contractor has indicated that they could perform the services with less full-time equivalent staff because they are performing other services in the area. The number of County positions are based on the total number of hours divided by the annual County productive hours of 1,767.

(B) The County's and contractor's salary costs are based on full-time staff as well as a percentage of staff's time. In addition, the contractor's employees are paid more than $5 less per hour than the County's items. Contractor's salary costs are approximately 54% of the contract costs.

(C) Contractor will not be providing health benefits to those employees providing services under this contract. Therefore, as required by the Living Wage Ordinance, contractor will pay its employees providing services under this contract no less than $9.46 per hour.

(D) As indicated on Attachment II, the total costs for contractor's services and supplies/equipment are approximately 8% of the contract costs.

(E) Contractor's indirect costs (overhead) are about 9% of the contract costs and are associated with the cost of a contract manager, supervisor, accounting and bookkeeping. For this contract, County's indirect costs are unavoidable.

SPECIAL DISTRICTS BUDGET SUMMARY
CASTAIC AREA ZONES
GROUP 2 CONTRACTS FY 2004-05

Total Parcel Build Out Group 2: 3,629

Description	ZONE 19 SAGEWOOD VALENCIA	ZONE 36 MOUNTAIN VALLEY	ZONE 37 HILLCREST CASTAIC	ZONE 38 SLOAN CANYON	ZONE 40 SHADOW LAKE	ZONE 55 NORTH BLUFF	ZONE 56 VALENCIA COMM. CTR.	ZONE 64 DOUBLE C RANCH	ZONE 70 LAKEVIEW CASTAIC	GROUP 2 TOTALS
	$20,000	$135,000	$409,000	$397,000	$134,000	$85,000	$17,000	$169,000	$52,000	$1,418,000
Appropriation	$41,000	$195,000	$603,000	$689,000	$180,000	$110,000	$56,000	$314,000	$204,000	$2,392,000
REVENUE:										
Interest	$1,000	$3,000	$11,000	$6,000	$2,000	$2,000	$500	$3,000	$1,000	$29,500
Delinquency	$500	$500	$1,000	$2,000	$1,000	$500	$500	$500	$0	$6,500
Benefit Assessment	$8,000	$52,000	$217,000	$176,000	$64,000	$20,000	$22,000	$80,000	$64,000	$703,000
Property Tax	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Revenue Subtotal	$9,500	$55,500	$229,000	$184,000	$67,000	$22,500	$23,000	$83,500	$65,000	$739,000
	$29,500	$190,500	$638,000	$581,000	$201,000	$107,500	$40,000	$252,500	$117,000	$2,157,000
Monthly Grds. Mtce.	$4,000	$22,000	$142,000	$52,000	$30,000	$8,000	$9,000	$33,000	$28,000	$328,000
Extra Work NTE	$2,000	$10,000	$15,000	$20,000	$10,000	$10,000	$4,000	$15,000	$10,000	$96,000
Other Services	$500	$500	$1,000	$500	$500	$500	$500	$500	$500	$5,000
Purchase Orders	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Subtotal	$6,500	$32,500	$158,000	$72,500	$40,500	$18,500	$13,500	$48,500	$38,500	$429,000
Utilities:										
Water	$3,000	$11,000	$60,000	$10,000	$17,000	$1,500	$1,000	$13,000	$5,000	$121,500
Electric	$0	$500	$6,000	$1,000	$500	$500	$0	$1,000	$1,000	$10,500
Telephone	$0	$0	$0	$500	$0	$0	$0	$0	$1,000	$1,500
Subtotal	$3,000	$11,500	$66,000	$11,500	$17,500	$2,000	$1,000	$14,000	$7,000	$133,500
DSO's:										
Vertebrate Pest	$1,000	$1,000	$3,000	$1,000	$1,000	$1,000	$0	$1,000	$1,000	$10,000
Weed Abatement	$0	$0	$1,000	$0	$0	$500	$0	$0	$0	$1,500
Other	$0	$500	$500	$500	$500	$500	$500	$500	$250	$3,750
Subtotal	$1,000	$1,500	$4,500	$1,500	$1,500	$2,000	$500	$1,500	$1,250	$15,250
Administrative Cost	$2,000	$12,000	$38,000	$38,000	$13,000	$4,000	$4,000	$12,000	$8,000	$131,000
Total	$12,500	$57,500	$266,500	$123,500	$72,500	$26,500	$19,000	$76,000	$54,750	$708,750
Budget's Ending Fund Balance	$17,000	$133,000	$371,500	$457,500	$128,500	$81,000	$21,000	$176,500	$62,250	$1,448,250
Appr. For Con./Design.	$5,000	$12,000	$19,000	$0	$0	$0	$0	$4,000	$0	$40,000
Operating Reserves	$5,200	$23,920	$110,864	$51,376	$30,160	$11,024	$7,904	$31,616	$22,776	$294,840

A CONTRACT BY AND BETWEEN THE

COUNTY OF LOS ANGELES

AND

PARKWOOD LANDSCAPE MAINTENANCE, INC.

FOR THE PROVISION OF

LANDSCAPE MAINTENANCE SERVICES

FOR THE LANDSCAPE AND LIGHTING ACT DISTRICTS

CASTAIC AREA - ZONES 19, 36, 37, 38, 40, 55, 56, 64, and 70

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CONTRACT FOR THE PROVISION OF LANDSCAPE MAINTENANCE SERVICES FOR THE LANDSCAPE AND LIGHTING ACT DISTRICTS COVERING THE CASTAIC AREA - ZONES 19, 36, 37, 38, 40, 55, 56, 64, and 70

This Contract is made and entered into this _____ day of _____, 200__

by and between the **COUNTY OF LOS ANGELES,** a body corporate and politic, hereinafter referred to as "County"

and **Parkwood Landscape Maintenance, Inc.** a California corporation, hereinafter referred to as "Contractor"

W I T N E S S E T H:

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

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

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

WHEREAS, the Board of Supervisors is authorized by the provisions of Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

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

1.0 APPLICABLE DOCUMENTS

1.01 Exhibits A, B, C, D, E, F, G, H, I, J, K and L are attached hereto and are incorporated as 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 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 order:

Priority number 1. EXHIBIT A - Statement of Work.

Priority number 2. EXHIBIT B - Pricing and Billing Schedule.

1.02 This Contract, and the exhibits attached hereto, constitutes the entire agreement between the County and Contractor for the provision of landscape maintenance services at the subject landscape and lighting district zones. All other agreements, promises and representations with respect thereto, other than 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 exhibits attached hereto, the terms, conditions, promises and covenants relating to the provision of landscape maintenance services at the subject landscape and lighting district zones.

1.03 No change to this Contract shall be valid unless prepared pursuant to Sub-paragraph 4.0, Changes and Amendments.

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.

2.01 Contract: Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of services.

2.02 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.

2.03 Board of Supervisors: The Board of Supervisors of the County of Los Angeles acting as governing body or their designee.

2.04 Director: The Director of the Department of Parks and Recreation, County of Los Angeles, or his authorized representative(s).

2.05 Statement of Work: The directions, provisions, and requirements provide herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.

2.06 Repair or Replace: Equipment or property shall be repaired or replaced as determined by the Director with like kind and quality. The intent is to maintain the property or equipment in good condition.

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

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

3.0 CONTRACTOR'S SERVICE

3.01 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 A.*

3.02 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.

3.03 The quality of Contractor's service provided under this Agreement shall be at least equivalent to that provided by the County.

4.0 CHANGES AND AMENDMENTS

4.01 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:

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

4.01.02 For any change that affects any other term or condition included in this Contract, or any changes in the Contractor's service requirements as set forth in Exhibit A that exceeds the annual contract amount plus ten percent (10%), excluding the provisions of Paragraph 6.02 hereinafter, an amendment shall be prepared therefore, executed by the Contractor, and thereafter by the County's Board of Supervisors.

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

5.0 TERM OF CONTRACT

5.01 The term of this Contract shall be for a period of two (2) years commencing on the first day of the month next succeeding the approval thereof by the County's Board of Supervisors, unless terminated or extended, in whole or in part, as provided in this Contract

5.02 The County shall have the option to extend the Contract term for up to three (3) additional one-year periods, for a maximum total Contract term of five (5) years. On an annual basis, the Director, at said officer's discretion, may exercise the County's option to extend the Contract Term up to the aforementioned maximum.

5.03 Contractor shall notify Department when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to Department at the address herein provided in Sub-paragraph 8.31, Notices, of this Contract,

5.04 By reasons or acts beyond the control of the County, this Agreement may be terminated by the County without liability or damages whenever 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 Agreement.

6.0 CONTRACT SUM

6.01 The contract sum under the terms of this Contract shall be the total monetary amount payable by the County to the Contractor for provision of landscape maintenance services. Said sum shall comply with Exhibit B, Contractor's Schedule of Prices.

6.02 The subject contract 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 County's Chief Administrative Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the County's Board of Supervisors from approving any increase in County employee salaries, no cost of living adjustments will be granted.

6.03 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.

6.04 In no event shall Contractor be entitled to compensation exceeding the total contract amount unless the County's Board of Supervisors amends the Contract in writing.

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

6.06 Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, Contractor shall send written notification to Department at the address herein provided under Sub-paragraph 8.31, Notices, of this Contract.

6.07 Invoices and Payments

6.07.01 The Contractor shall invoice the County monthly in arrears for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and priced in accordance with Exhibit B – Pricing and Billing Schedule.

6.07.02 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 8.07, "Compliance with Living Wage Program", and in Exhibit A, Section 3. "Certifications and Reports". No invoice will be approved for payment unless the required documents listed hereinabove are included with the invoice.

6.07.03 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 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 the invoices, providing that all work performed during the preceding month has been inspected and accepted by the Director and that applicable certifications have been submitted in accordance with the provisions of this Contract.

6.07.04 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.

7.0 CONTRACTOR'S STAFF

7.01 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 facility or as part of a crew serving any number of facilities, shall include at least one individual who speaks and comprehends in the English language.

7.02 County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff.

7.03 The Director may at any time give Contractor written notice to the effect that the conduct or action or a designated employee of the Contractor is, in the reasonable belief of the Director, detrimental to the interest of the public patronizing, or having access to the maintained areas. Contractor shall meet with the Director or his authorized representative to consider the appropriate course of action with respect to the matter. Contractor shall take reasonable measures under the circumstances to assure the Director that the conduct and activities of the Contractor's employees will not be detrimental to the interest of the public patronizing, or having access to the maintained areas.

7.04 Contractor may be required to provide all staff assigned to this Contract with a photo identification badge. Contractor's staff, while on duty or when entering a County facility or its grounds, shall prominently display the photo identification badge on the upper part of the body. The format and content of the badge shall be subject to approval by the Director.

8.0 TERMS AND CONDITIONS

8.01 ASSIGNMENT AND DELEGATION

8.01.01 The Contractor shall not, without written consent of the Director, assign or delegate its rights and duties hereunder, either in whole or in part. Any attempted 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, or any other mechanism without said consent shall be null and void.

8.01.02 Upon successful assignment, each and all of the provisions,

agreements, terms, covenants and conditions herein contained, to be performed by Contractor, shall be binding upon any assignee thereof.

8.01.03 The maintenance service shall not be transferable by testamentary disposition or the State laws of interstate succession, as the rights, privileges, and use conferred by this Contract shall terminate prior to the date for expiration thereof in the event of the death of Contractor occurring within the term herein provided. Additionally, neither this Contract nor any interest therein shall be transferable in proceedings in attachment or execution against Contractor, or in voluntary or involuntary proceedings in bankruptcy or insolvency or receivership taken by or against Contractor, or by any process of law including proceedings under Chapter X and XI of the Bankruptcy Act.

8.01.04 Shareholders and/or partners 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 divestiture is effected in such a way as to give majority control of Contractor to any persons, corporation, partnership or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, approval thereof shall be required. Consent to any such transfer shall only be refused if the Director finds that the transferee is lacking in experience and/or financial ability to conduct the maintenance service.

8.01.05 The prohibition herein contained shall not be applicable with respect to transfer of this Contract arising from the exercise of a power of sale or judicial foreclosure pursuant to the terms and conditions of a hypothecation or mortgage previously approved by the Director.

8.02 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the signatory to this Contract is fully authorized to obligate Contractor hereunder and that all corporate acts necessary to the execution of this Contract have been accomplished.

8.03 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 correspondingly for that fiscal year and any subsequent fiscal year services provided by the Contractor under the Contract. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. The Contractor shall continue to provide all of the services set forth in the Contract.

8.04 COMPLIANCE WITH APPLICABLE LAW

8.04.01 The Contractor shall conform to and abide by all municipal, County, State and Federal laws and regulations, insofar as the same or any of them are applicable, and as they may be amended; and where permits and/or licenses are required for the prescribed services and authorized herein, the same must be first obtained from the regulatory agency having jurisdiction thereover.

8.04.02 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.

8.05 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby warrants that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1973, where applicable, the American with Disabilities Act of 1990 and Title 43, part 17 of the Code of Federal Regulations Subparts A and B, to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical or mental disability, 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 C - Contractor's EEO Certification.

8.06 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.06.01 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, attached as Exhibit F.

8.06.02 Written Employee Jury Service Policy.

a. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no fewer 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.

b. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of $500,000 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 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 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 Sub-paragraph

shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

c. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. At any time during the term of this Contract, the County at its sole discretion, may require that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

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

8.07 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM

8.07.01 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 E and incorporated by reference into and made a part of this Contract.

8.07.02 Payment of Living Wage Rates.

8.07.02.01 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 under the Contract:

8.07.02.02 Not less than $9.46 per hour if, in addition to the per-hour wage, the Contractor contributes less than $1.14 per hour towards the provision of bona fide health care benefits for its employees and any dependents; or

8.07.02.03 Not less than $8.32 per hour if, in addition to the per-hour wage, the Contractor contributes at least $1.14 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 $1.14 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 $1.14 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.

8.07.02.04 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 Sub-paragraph shall be inserted into any such subcontract Contract and a copy of the Living Wage Program shall be attached to the Contract. "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.

8.07.02.05 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.

8.07.02.06 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.

8.07.03 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 (*Exhibit I and Exhibit J*), 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.

8.07.04 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.

8.07.05 County Auditing of Contractor Records

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four 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.

8.07.06 Notification to Employees

The Contractor shall place County-provided living wage posters at each of the Contractor's places of business and locations where 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 into Spanish and any other language spoken by a significant number of employees the posters and handouts.

8.07.07 Enforcement and Remedies

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

8.07.07.01 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 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.

8.07.07.02 Remedies for Payment of Less Than the Required Living Wage. If the Contractor fails to pay any of its employees 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/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 employee per day for each and every instance of an underpayment to an employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

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.

8.07.07.03 Debarment. In the event the Contractor breaches a requirement of this Sub-paragraph, the County may, in its sole discretion, bar the

Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, not to exceed three years.

8.07.08 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.

8.07.09 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.

8.07.10 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.

8.07.11 Employee Retention Rights

(Note: This Sub-paragraph applies only if the contract involves the provision of services that were previously provided by a Contractor under a predecessor

Proposition A contract or a predecessor cafeteria services contract, which predecessor contract was terminated by the County prior to its expiration.)

8.07.11.01 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.

8.07.11.02 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.

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

8.07.12 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.

8.08 CONFLICT OF INTEREST

8.08.01 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.

8.08.02 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.

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

8.09.01 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. Such offers of employment shall be in writing, and shall be valid for a period of fifteen (15) calendar days. The Contractor shall not engage the services of other individuals until all such employees have been offered employment, and have accepted, refused, or not responded within the fifteen (15) calendar day period. Employment offers to the County employees shall be under the same conditions and rate of compensation that apply to

other individuals who are employed, or may be employed by the Contractor. The Contractor shall maintain records of each employment offer made to the County employees and other individuals. Such records shall include a description of the position and duties, rate of pay and fringe benefits, and whether the offer was accepted, rejected, or not responded to.

8.09.020 County's employees who are employed by the Contractor under this provision shall not be discharged during the term of the Agreement except for cause.

8.09.03 Nothing in this Agreement shall be construed to create an interest in any person or entity as a third party beneficiary of this Agreement.

8.10 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

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

8.11 CONTRACT ENFORCEMENT, QUALITY CONTROL, QUALITY LEVEL ASSURANCE, MONITORING AND REVIEW

8.11.01 The Director is responsible for the enforcement of this Agreement on behalf of County and shall be assisted therein by those officers and employees of County having duties in connection with the administration thereof. 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 Contractor's performance of, and compliance with, all contractual services, duties, obligations, responsibilities, administrative

procedures and staffing as set forth in this Agreement, and (b) require Contractor to provide such written documentation and/or regular reports as Director deems necessary to verify and review Contractor's performance under this Agreement.

8.11.02 The Contractor or its authorized representative shall meet on the site at least once a month, or more frequently at the discretion and convenience of the Director, with an authorized representative of the Director for a walk-through inspection. All On-Going Maintenance Functions shall be completed prior to this meeting.

8.11.03 County reserves the right to perform inspections at any time for the purpose of identifying completed On-Going Maintenance Functions and maintenance deficiencies.

8.11.04 Contractor hereby agrees to cooperate with the Director, County Contract Monitors, and any appropriate State or Federal representative, in the review and monitoring of Contractor's service program, records and procedures at any reasonable time.

8.11.05 At the request of the Director, the Contractor, or its appropriate representative, shall attend meetings and/or training session, as determined by Director, for the purpose(s) of: orientation, information sharing, service agreement revision, and/or description of County policies and procedural standards.

8.11.06 In the event County commences legal proceedings for the enforcement of this Contract, Contractor does hereby agree to pay any sum which may be awarded to County by the Court for attorney's fees and costs incurred in the action brought thereon.

8.12 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.

8.13 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 Safety 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.

8.14 CONTRACTOR'S RESPONSIBILITY AND DEBARMENT

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

8.14.02 The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, a copy of which is attached as Exhibit G and incorporated by reference into and made a part of this contract, 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 any County Contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing Contracts the Contractor may have with the County.

8.14.03 The County may debar a Contractor if the County's Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a Contract with the County or a nonprofit corporation created by the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a Contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3)

committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.14.04 If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence that is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

8.14.05 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 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 decision prior to the presentation to the Board of Supervisors.

8.14.06 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.

8.14.07 The aforementioned requirements shall also apply to Subcontractors of County Contractors.

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

8.15.01 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Purchase Order or 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.

8.15.02 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 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 or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.16 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.

8.17 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

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

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

8.18 EMPLOYMENT ELIGIBILITY VERIFICATION

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. 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.

8.19 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.

8.20 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

within the County of Los Angeles.

8.21 INDEPENDENT CONTRACTOR STATUS

8.21.01 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.

8.21.02 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.

8.21.03 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.

8.22 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents 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. Contractor’s duty to indemnify the County shall survive the expiration or other termination of this Agreement.

8.23 GENERAL INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain at its own expense, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII, unless otherwise approved by the County. Further, all such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County and, with the Exception of Worker's Compensation insurance, shall name the County of Los Angeles and Special Districts as additional insureds.

8.23.01 Evidence of Insurance:

Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to the Director, Attention: Contracts and Golf Division, at 433 South Vermont Avenue, Los Angeles, CA 90020 prior to commencing services under this Contract. Such certificates or other evidence shall:

a. Specifically identify this Contract.

b. Clearly evidence all coverages required in this Contract.

c. Contain the express condition that County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.

d. Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract.

e. Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.23.02 Notification of Incidents, Claims or Suits

Contractor shall report to County:

a. Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

b. Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract.

c. Any injury to a Contractor's employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County contract manager.

d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Contract.

8.23.03 Insurance Coverage Requirements for Subcontractors

Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

a. Contractor providing evidence of insurance covering the activities of subcontractors; or

b. Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

8.23.04 Programs of Insurance Coverage

Contractor shall provide and maintain, throughout the term of this Contract, the following programs and amounts of insurance:

a. **General Liability:** Insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	$4,000,000
Products/Completed Operations Aggregate:	$1,000,000
Personal and Advertising Injury:	$1,000,000
Each Occurrence:	$2,000,000

b. **Automobile Liability:** Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less that ONE MILLION DOLLARS ($1,000,000) per occurrence. Such insurance shall include coverage for all "owned", "non-owned" and "hired" vehicles, or coverage for "any auto".

c. **Workers Compensation and Employer's Liability:** Insurance providing workers compensation benefits, as required by the Labor Code of the State of California, or any other state, and for which the Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible. In all cases, such insurance shall also include Employer's Liability coverage for all persons providing services on behalf of the Contractor and for all risk to such persons under this Contract with limits of not less than the following:

Each Accident:	$1,000,000
Disease - policy limit:	$1,000,000
Disease - each employee:	$1,000,000

d. **Property Coverage:** Such insurance shall be endorsed naming the County of Los Angeles as loss payee, provide deductibles of no greater than five percent (5%) of the property value, and shall include:

i. **Personal Property: Automobiles and Mobile Equipment** - Special form ("all risk") coverage for actual cash value of County-owned or leased property; and

ii. **Real Property and All Other Personal Property** - Special form ("all risk") coverage for the full replacement value of County-owned or leased property.

8.23.05 Failure to Procure Insurance

a. Failure by Contractor to procure or maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the contract upon which County may immediately terminate or suspend this Contract. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, Country may purchase such

required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

b. Notwithstanding the above and in the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

8.24 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

8.24.01 This Contract is subject to the provisions of the County's ordinance entitled Local Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

8.24.02 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

8.24.03 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

8.24.04 In the event the Contractor 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 Contractor knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, the Contractor shall:

a. Pay the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;

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

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

8.24.05 The above penalties shall also apply if Contractor is no longer eligible for certification as a result in a change of its status and Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

8.25 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.25.01 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.

8.25.02 The Contractor shall certify to, and comply with, the provisions of *Exhibit L - Contractor's EEO Certification.*

8.25.03 The Contractor shall take affirmative action to ensure that qualified 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.

8.25.04 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.

8.25.05 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.

8.25.06 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 Paragraph 8.25, infra, when so requested by the County.

8.25.07 If the County finds that any provisions of this Paragraph 8.25 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.

8.25.08 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.

8.26 NON-EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with 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.

8.27 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.

8.28 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County Project Manager any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County Project Manager is not able to resolve the dispute, the Director of the Department of Parks and Recreation, or an authorized representative thereof, shall resolve it.

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

8.30 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. Contractor acknowledges and agrees that it has received a copy of the fact sheet as part of the RFP for this project, and further that said fact sheet is also available on the Internet at www.babysafela.org for printing purposes.

8.31 NOTICES

8.31.01 Any notice required to be given under the terms of this Contract or any law applicable thereto may be: (1) delivered by personal service; or (2) placed in a sealed envelope, with postage paid, return receipt requested, addressed to the person on whom it is to be served, and deposited in a post office, mailbox, sub-post office, substation or mail chute, or other like facility regularly maintained by the United States Postal Service. The address for any notice to be served upon the County shall be:

County of Los Angeles
Department of Parks and Recreation
Attention: Chief, Contracts and Golf Division
433 South Vermont Avenue
Los Angeles, California 90020

The address for any notice to be served upon the Contractor shall be:

David L. Melito, President
Parkwood Landscape Maintenance, Inc.
16443 Hart Street
Van Nuys, California 91406

8.31.02 Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director of the Department of Parks and Recreation shall have the authority to issue all notices or demands required or permitted by the County under this Contract. Service by U. S. mail shall be deemed complete upon deposit in the abovementioned manner.

8.31.03 In the event of non-compliance, suspension, default, or cancellation of this Contract, notice may also be given upon personal delivery, to any person whose actual knowledge of such non-compliance, suspension, default or cancellation would be sufficient notice to Contractor. Actual knowledge of such non-compliance, suspension, default or cancellation by an individual contractor or by a copartner, if the Contractor be a partnership, or by the president, vice-president, secretary or general manager, if the Contractor be a corporation, or by the managing agent regularly in charge of the work on behalf of Contractor shall in any case be sufficient notice.

8.32 PAYMENT DEDUCTIONS AND LIQUIDATED DAMAGES INVOLVING CONTRACTOR'S NON-COMPLIANCE

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

8.32.02 If the Director determines that there are deficiencies in the performance of this Contract that Director deems are correctable by 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 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 One Hundred Dollars ($100) per day per facility and that Contractor shall be liable to County for liquidated damages in said amount. Said amount shall be deducted from County's payment to Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, 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 separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

a. The action above shall not be construed as a penalty but as adjustment of payment to Contractor to recover County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.32.03 In addition to the remedies provided heretofore, this Contract may be terminated per Section 8.42 “Termination for Events of Default” of the Contract upon Contractor's failure to correct deficiencies in a timely manner.

8.33 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 Maintenance Laborers is set forth in Exhibit C of this Contract. 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, 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 Contractor shall comply with the provisions of Section 1775 of the Labor Code. 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.

8.34 PUBLIC RECORDS ACT

8.34.01 Any documents submitted by Contractor; all information obtained in connection with the County’s right to audit and inspect Contractor’s documents, books, and accounting records pursuant to Sub-paragraph 8.36 - 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.

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

8.35 PUBLICITY

8.35.01 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 prohibit 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 County’s Project Director. The County shall not unreasonably withhold written consent.

8.35.02 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 Sub-paragraph 8.35 shall apply.

8.36 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 records relating to this Contract. All such material, including, but not limited to, all financial records, timecards and other 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.

8.36.01 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. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.36.02 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 8.36 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.36.03 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 may conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments

made by the County to the Contractor, then the difference 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.

8.37 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.

8.38 RIGHT OF ENTRY

8.38.01 In the event the County terminates or suspends this Contract in whole or in part, 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 assessed against the Contractor.

8.38.02 In the event 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.

8.38.03 If in the sole discretion or judgment of the Director, and in accordance with the applicable provisions 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 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.

8.39 SUBCONTRACTING

8.39.01 The service 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 shall be null and void, and may constitute a material breach of this Contract.

8.39.02 In the event the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

a. A description of the work to be performed by the subcontractor;

b. A draft copy of the proposed subcontract; and

c. Other pertinent information and/or certifications requested by the County.

The Contractor shall ensure delivery of all such documents to before any subcontractor employee may perform any work hereunder.

8.39.03 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.

8.38.04 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.

8.39.05 The Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees.

8.39.06 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.

8.39.07 In the event Director should consent to subcontracting, each and all of the provisions of this Contract and any amendment hereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective parties.

8.39.08 In the event that Director should consent to subcontracting, the Contractor shall include in all subcontractors the following provision: "This Contract is a subcontract under the terms 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."

8.39.09 Any third party delegate(s) appointed by the Contractor shall be specified in writing to the Director for advance concurrence.

8.39.10 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 Contractor's own employees.

8.40 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.15 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default by the Contractor under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the Board of Supervisors may terminate this Contract pursuant to Sub-paragraph 8.42 Termination for Events of Default.

8.41 TERMINATION FOR CONVENIENCE

8.41.01 This Contract may be terminated, in whole or in part, from time to time, when in County's sole discretion, deems such action to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor

specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.41.02 Subsequent to its 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.

8.41.03 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 8.36, Record Retention and Inspection/Audit Settlement.

8.42 TERMINATION FOR EVENTS OF DEFAULT

8.42.01 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of the Director:

a. Contractor has materially breached this Contract;

b. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

c. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.42.02 In the event that the County terminates this Contract in whole or in part as provided herein, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The

Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.42.03 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.42.02 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor 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 Sub-paragraph 8.42.03, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.42.04 If, after the County has given notice of termination under the provisions of this Sub-paragraph 8.42.01, it is determined by the County that the Contractor was not in default under the cited provisions, or that the default was excusable under the provisions of Sub-paragraph 8.42.03, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.41 - Termination for Convenience.

8.42.05 In the event the County terminates this Contract in its entirety due to the Contractor's default as provided herein Sub-paragraph 8.42.01, 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 Sub-paragraph 8.42.02, 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 the lesser amount, 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. Assessment of 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 Sub-paragraph 8.22 - Indemnification.

8.42.06 The rights and remedies of the County provided in this Sub-paragraph 8.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.43 TERMINATION FOR IMPROPER CONSIDERATION

8.43.01 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.

8.43.02 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 (213) 974-0914 or (800) 544-6861.

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

8.44 TERMINATION FOR INSOLVENCY

8.44.01 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.

8.44.02 The rights and remedies of the County provided in this Sub-paragraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.45 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.

8.46 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.

8.47 TERMINATION UPON TRANSFER OF MAINTENANCE RESPONSIBILITY

8.47.01 Notwithstanding any other provision of this Contract, the County reserves the right to transfer operating responsibility of the Zones described in Exhibit A-1, Section 2 “Zones to be Maintained”.

8.47.02 In the event the County transfers maintenance responsibility for all or a portion(s) of the Zones described in Exhibit A-1, Section 2 “Zones to be Maintained”, the County reserves the right to:

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

b. Delete transferred portion(s) of the Zone(s) 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 Zone(s) to said assignee and reduce the contract sum pro tanto. County shall provide Contractor with notice of deletion or assignment of said portion(s) of the Zone(s) from this Contract pursuant to this provision.

8.48 VALIDITY

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

8.49 WAIVER

8.49.01 Any waiver by County of any breach of any one or more of the covenants, conditions, terms and agreements contained in this Contract shall not be construed to be a waiver of any subsequent or other breach of the same or of any other

covenant, condition, term or agreement herein contained, nor shall failure on the part of County to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this Agreement or estopping County from enforcing the full provisions thereof.

8.49.02 No option, right, power, remedy or privilege of County shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options and remedies given County by this Agreement shall be cumulative.

8.50 WARRANTY AGAINST CONTINGENT FEES

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

8.50.02 In the event of a breach of this warranty by the Contractor, 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.

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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 by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR
PARKWOOD LANDSCAPE MAINTENANCE, INC.

By _____
David L. Melito, President

COUNTY OF LOS ANGELES

By_____
Chairman, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer -
Clerk of the Board of Supervisors

By_____
Deputy

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

By_____
Deputy

EXHIBIT A – 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. Mowing

Turf shall be mowed 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 2-1/2 inches during April through November and at 2 inches during December to March of each year. 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 provide that all areas will be mowed not less than once a week during the warm season of April to November and once every two weeks during the cool season of December to March. This schedule will be submitted to the Director for approval.

b. Power Edge

With each cutting, 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.

c. Weed Control

Control turf weeds as needed and in accordance with the Annual Maintenance Program Schedule (Exhibit A-3). Hand removal of noxious weeds or grasses will be required as necessary.

d. Insect, Ants, Mollusk and Disease Control

Eliminate all insect, ants, mollusk and disease affecting turf areas as they occur.

e. Aerification

Aerate all turf areas two (2) times annually (May, prior to fertilization and September, prior to fertilization) 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.

f. Thatch Removal

Verticut all cool season grasses once annually prior to the overseeing operation to be 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.

g. Irrigation

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 ET1 Controllers. Contractor shall procure, (at contractor's expense estimated $5,200), operate and maintain Cal Sense Command1 Central Computer System at Contractor 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 A-7 and A-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: coverage, adjustment, clogging of lines, and removal of obstacles, including plant materials which obstruct the spray.

4. Check systems and adjust and/or repair 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.

5. All controllers shall be adjusted to consider the water requirements of each season, plant community, and adverse weather changes.

6. 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.

7. 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.

8. Contractor shall repair all leaking or defective valves immediately upon occurrence, or within twenty-four (24) hours following notification from the Director of such a deficiency.

9. 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.

10. 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.

11. 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 6 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.

12. The bleeding of valves and hand watering are to be used only in emergency situations.

h. Fertilization

Turf shall be fertilized two times per year with Best – Triple Twelve 12-12-12 during the months of May and September. All fertilizer used shall be inorganic and granular. Rate for each application shall be one (1) pound of actual available nitrogen per one thousand (1,000) square feet of turf area. In addition to the balanced-type commercial fertilization, the Contractor shall fertilize all turf areas with Best – Turf Supreme 16-6-8 four times a year during March (after aeration), April, October and November of each calendar year at a rate of one (1) pound of actual available nitrogen per one thousand (1,000) square feet. All turf areas fertilized shall be thoroughly soaked immediately after fertilization. Soil tests shall be taken by Contractor one (1) time per year during the month of March. Fertilizer materials and rates maybe adjusted by Director based on test results.

i. Turf Reseeding

Contractor shall once each year during the month of September**,** 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.

Overseeing 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.

Name	Proportion by Weight	Purity	Germination
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. SHRUB, GROUND COVER AND VINE CARE

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

a. Pruning (with hand pruners/loppers/saws)

As indicated by the Director, prune shrubbery between the months of January and March 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 shall 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.

b. 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 necessary, or upon 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.

c. 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.

d. Insect, Mollusk, Ant and Disease Control

Maintain free of disease, insects, ants and mollusks and treat when needed pursuant to Section 4.01.

e. Weed Control

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

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

f. Fertilization

Mechanically broadcast or individually apply (point irrigation) fertilizer three (3) times per year during the months of March (Best – Triple Twelve 12-12-12), May (Best – Supreme 16-6-8), and September (Best – Supreme 16-6-8). Individually apply Best Triple Twelve 12-12-12 at the rate of 1 cup per plant, to all plants serviced by a point irrigation system. Contractor will cultivate into soil. Soil tests shall be taken by Contractor one (1) time per year during the month of March. One soils 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 two (2) weeks' notification prior to the proposed fertilization.

g. Irrigation

Irrigation will be programmed in conjunction with automatic controllers or manual control valves servicing turf or ground cover and shrub areas in accordance with the requirements of Section 1.01, Paragraph g of this specification.

h. 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.

3. TREE CARE

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

a. Tree Maintenance

1. 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.

2. Control insects and diseases as needed pursuant to the provisions of Section 4.

3. Stake and support all replacement trees and replace stakes which have been broken or damaged on existing trees as required.

i. 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).

ii. Guy wires where required and plant ties will be of pliable, zinc-coated ten (10) gauge wire (two (2) ties per tree).

iii. 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 or trunk being secured).

iv. Stakes will not be placed closer than eight (8) inches from trunk of the tree.

v. Stakes and ties will be placed so no chafing of bark occurs and shall be checked frequently and retied to prevent girdling.

b. Tree Pruning

During the first three (3) years, head back lower branches and prune all trees, including those on the slopes, for correct branching structure.

c. Fertilization

Apply/install tree fertilizer tablets (Best – Best Tabs 20-10-5) within drip line of tree two times per year (during the months of May and October).

d. Irrigation

Irrigation will be programmed in conjunction with automatic controllers or manual control valves servicing turf or ground cover and shrub areas in accordance with the requirements of Section 1.01, Paragraph g.

e. 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.

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

4.01 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.

5. GENERAL CLEANUP

5.01 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. Concrete/Asphalt Median Strip Maintenance

Contractor is responsible for weed and grass removal within concrete asphalt median strip areas.

d. 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.

e. Removal of Leaves

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

6. IRRIGATION SYSTEM MANAGEMENT

6.01 All irrigation systems within the Zones landscaped areas designated in this Specification will be repaired and maintained as required for operation, by the Contractor at his sole expense in the following manner:

a. Scope of Responsibility

The Contractor shall maintain or repair and keep operable all irrigation equipment consisting of sprinkler heads, remote control valves, quick couplers, risers, automatic controllers, booster pumps, and backflow prevention devices. This paragraph does not require the Contractor to make a complete piping replacement of the system.

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 will be responsible for immediate maintenance (repair or replacement) of all irrigation system components including those damaged due to vandalism. 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. The replacement to be provided by the Contractor shall be the normal deterioration, wear and tear, or negligence upon the part of the Contractor. The replacement caused by acts of God and third party negligence will be accomplished by the Contractor as provided for in this Contract.

7. MAINTENANCE AND REPAIR OF DRAINAGE SYSTEMS AND MISCELLANEOUS IMPROVEMENTS

7.01 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), 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 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.

7.02 Miscellaneous Improvements

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

8. MAINTENANCE INSPECTIONS

8.01 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.

9. GRAFFITI ERADICATION AND CONTROL

9.01 Contractor shall be responsible to remove all graffiti as it appears upon any appurtenant structures or equipment within the areas under his maintenance.

9.02 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.

9.03 Contractor shall be reimbursed only for the cost of materials including sales tax used to remove graffiti.

9.04 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 and materials plus the overhead and profit factor as provided for in the Contract.

10. FIRE PROTECTION SLOPE AREAS MAINTENANCE

10.01 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.

10.02 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.

10.03 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.

10.04 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 from March through November 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 2 and 3 of these Specifications.

11. NATURAL AREAS MAINTENANCE

11.01 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.

12. MAINTENANCE, REPAIRS AND REPLACEMENTS DUE TO EXTRAORDINARY INCIDENTS

12.01 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 2 and 3; and,

(b) Inoperable irrigation equipment described in Section 6.

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.

12.02 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.

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EXHIBIT A - 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 tines*	– –	– –	Prior to Fertilization	– –	– –	– –	– –	– –	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 A - 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 (Pl)		Pl	Pl	OE, Pl	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 A - 4

STATEMENT OF WORK
SPECIFICATIONS FOR THE PROVISION OF TREE PRUNING AND REMOVAL SERVICES

1. GENERAL REQUIREMENTS

1.01 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. All regulatory guidelines shall be followed.

1.02 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.

2. PRUNING CATEGORIES

2.01 The class of pruning is divided into four (4) categories as follows. No topping shall be allowed and drop crotch pruning shall be standard.

Class 1 – Fine Pruning is recommended for premium quality work with an emphasis on aesthetic consideration in additional 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 interfering, objectionable, obstructing, and weak branches, as well as selective 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 IV – 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:
  i. In situations where branches interfere with utility lines.
  ii. Where there has been significant crown dieback.
  iii. When it is necessary to achieve specific topiary training or dwarfing.
  iv. In cases where, due to storm damage or prior incorrect pruning, it is appropriate to prune for safety and aesthetic reasons.

EXHIBIT A – 5

STATEMENT OF WORK
SPECIFICATIONS FOR THE PROVISION OF
PREVENTATIVE DISEASE CONTROL SERVICES

1. Olea Europaea (Olive Tree)

Fruit Set - preventative treatment
First application to be done when ½ to ¾ 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-indicates when preventative treatment should occur only.

3. Platanus (Sycamore)

Anthracnose (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 A - 6

STATEMENT OF WORK
SPECIFICATIONS FOR PROVISION OF THE IRRIGATION PROGRAM
SUMMER AND WINTER SCHEDULES

1. SUMMER IRRIGATION SCHEDULE

1.01 Shrub Beds

a. *Shrub Beds* – Spray Heads
4 minutes per station/per cycle
three cycles per day/five days per week

b. *Shrub Beds* – Stream Heads
10 minutes per station/per cycle
three cycles per day/five days per week

c. *Shrub Beds* – Stream Rotary
15 minutes per station/per cycle
three cycles per day/five days per week

1.02 Turf Areas

a. *Turf Areas* – Spray Heads
5 minutes per station/per cycle
three cycles per day/five days per week

b. *Turf Areas* – Stream Rotary 180 (half)
15 minutes per station/per cycle
three cycles per day/five days per week

c. *Turf Areas* – Stream Rotary 360 (full)
30 minutes per station/per cycle
three cycles per day/five days per week

d. *Turf Areas* – Gear Rotary 180 (half)
20 minutes per station/per cycle
three cycles per day/five days per week

e. *Turf Areas* – Gear Rotary 360 (full)
40 minutes per station/per cycle
three cycles per day/five days per week

1.03 Planted Slopes

a. *Planted Slopes* – Impact Heads 180 (half)
15 minutes per station/per cycle
three cycles per day/five days per week

b. *Planted Slopes* – Impact Heads 360 (full)
30 minutes per station/per cycle
three cycles per day/five days per week

c. *Planted Slopes* – Spray Heads
5 minutes per station/per cycle
three cycles per day/five days per week

2.. WINTER IRRIGATION SCHEDULE

2.01 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.

3. VARIATION OF IRRIGATION SCHEDULES

3.01 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.

3.02 Also certain soil conditions may require additional watering, resulting in variations in the schedule for specific stations on a controller.

3.03 Private contractor is responsible to make adjustments as needed to maintain acceptable appearance at all times.

4. INSPECTIONS

4.01 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 A - 7
Summer 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 A - 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 A – 9

CONTRACTOR'S
STAFFING AND WORK PLAN

as submitted on June 30, 2004
by the Contractor in response to the RFP

MODEL CONTRACTOR STAFFING PLAN - EXHIBIT 9

COMPANY NAME	PARKWOOD LANDSCAPE MAINT, INC
COMPANY ADDRESS	16443 HART ST VAN NUYS CA 91406
PROJECT	
DEPARTMENT NAME	

FACILITY OR LOCATION	EMPLOYEE NAME	POSITION TITLE	ROVER(S)	WORK SCHEDULE	HOURS WORKED PER DAY	FULL TIME/ PART TIME	HOURLY RATE	HEALTH INS. YES/NO	MON. HRS	TUES HRS	WEDS HRS	THURS HRS	FRI HRS	SAT HRS	SUN HRS	COUNTY TOTAL HRS	NON-CNTY TOTAL HRS	HIRE DATE	TERMINATION DATE
ZONE 64		FOREMAN		7:00 to 15:30	8	FULLTIME	9.46	NO	8	8	8	8	8			40			
DOUBLE "C"		GARDENER		7:00 to 15:30	8	FULLTIME	9.46	NO					8			8	32		
RANCH																			
ZONE 70		FOREMAN		7:00 to 15:30	8	FULLTIME	9.46			8		6.5				14.5	25.50		
LAKEVIEW		GARDENER		7:00 to 15:30	8	FULLTIME	9.46			8		6.5				14.5	25.50		

EXHIBIT A – 9

MODEL CONTRACTOR STAFFING PLAN - EXHIBIT 9

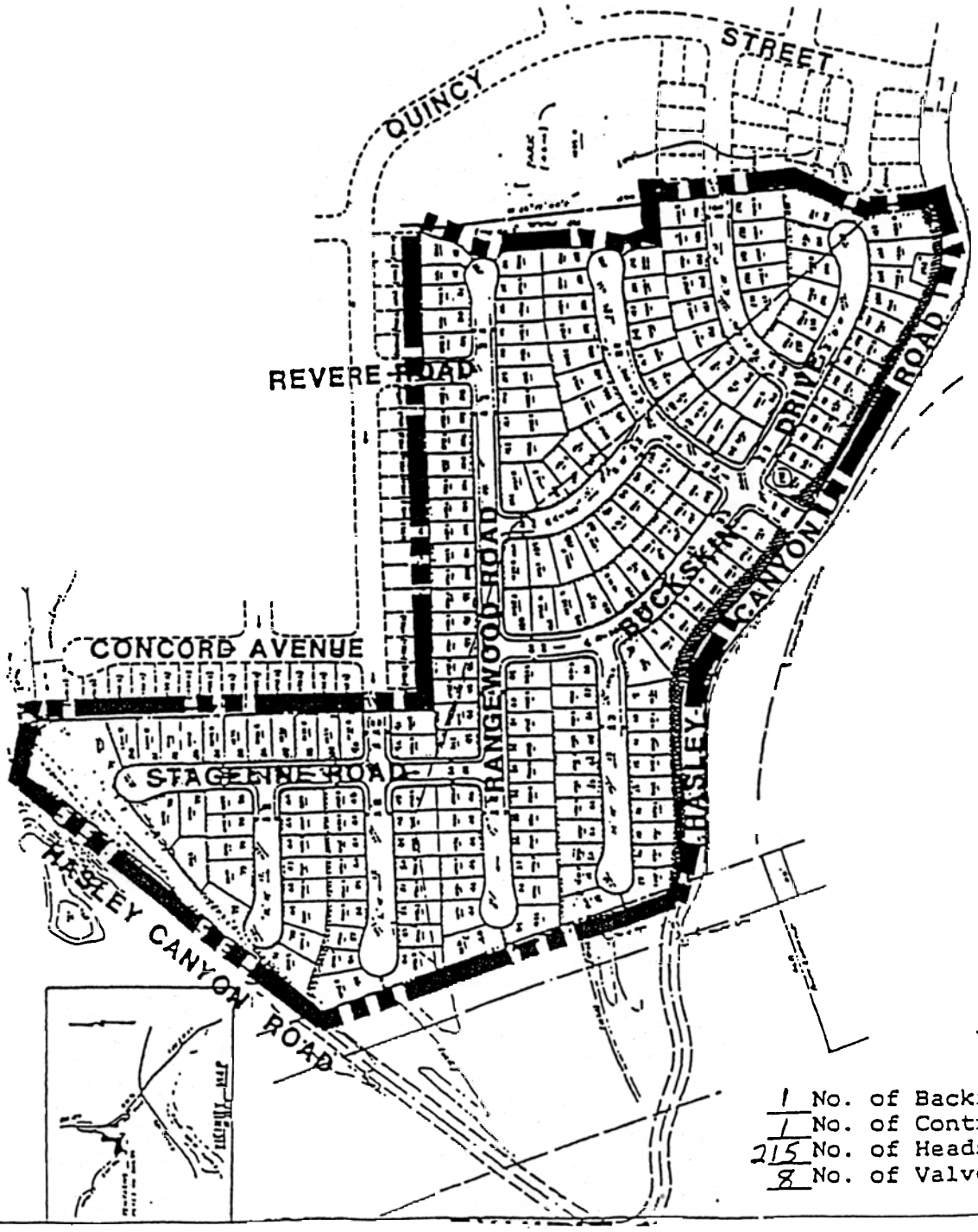
COMPANY NAME	PARKWOOD LANDSCAPE MAINT, INC
COMPANY ADDRESS	16443 HART ST VAN NUYS CA 91406
PROJECT	
DEPARTMENT NAME	

FACILITY OR LOCATION	EMPLOYEE NAME	POSITION TITLE	ROVER(S)	WORK SCHEDULE	HOURS WORKED PER DAY	FULL TIME/ PART TIME	HOURLY RATE	HEALTH INS. YES/NO	MON. HRS	TUES HRS	WEDS HRS	THURS HRS	FRI HRS	SAT HRS	SUN HRS	COUNTY TOTAL HRS	NON-CNTY TOTAL HRS	HIRE DATE	TERMINATION DATE
ZONE 19 SAGEWOOD VALENCIA		FOREMAN		7:00 to 10:45	3.75	FULL TIME	9.46	NO	3.75							3.75	36.25		
		GARDENER		7:00 to 10:45	3.75	FULL TIME	9.46	NO	3.75							3.75	36.25		
ZONE 36 MOUNTAIN VALLEY		FOREMAN		7:00 to 15:30	8	FULL TIME	9.46	NO		8			7			15	25		
		GARDENER		7:00 to 15:30	8	FULL TIME	9.46	NO		8			7			15	25		
ZONE 37 HILL CREST		FOREMAN		7:00 to 15:30	8	FULL TIME	10.00	NO	8	8	8	8	8			40			
		GARDENER		7:00 to 15:30	8	FULL TIME	9.46	NO	8	8	8	8	8			40			
		GARDENER		7:00 to 15:30	8	FULL TIME	9.46	NO	8	8	8	8	8			40			
		GARDENER		7:00 to 15:30	8	FULL TIME	9.46	NO	8	8	8	8	8			40			
		GARDENER		7:00 to 15:30	8	FULL TIME	9.46	NO	8	8	8	8				32	8		
ZONE 38 SLOAN CANYON		FOREMAN		7:00 to 15:30	8	FULL TIME	9.46	NO	8	8	8	8	8			40			
		GARDENER		7:00 to 15:30	8	FULL TIME	9.46	NO	8	8	8	8	8			40			
ZONE 40 SHADOW LAKE		FOREMAN		7:00 to 15:30	8	FULL TIME	9.46	NO	8	8	8	8	8			40			
ZONE 55 NORTH BLUFF		FOREMAN		7:00 to 14:15	6.25	FULL TIME	9.46	NO			6.25					6.25	33.75		
		GARDENER		7:00 to 14:15	6.25	FULL TIME	9.46	NO			6.25					6.25	33.75		
ZONE 56 VALENCIA COMMERCIAL CENTER		FOREMAN		7:00 to 15:30	5.75	FULL TIME	9.46	NO	4.25			5.75				10	30		
		GARDENER		7:00 to 15:30	5.75	FULL TIME	9.46	NO	4.25			5.75				10	30		

EXHIBIT A – 9

EXHIBIT A – 10

ZONE MAPS



1 No. of Backflow Devices
1 No. of Controllers
215 No. of Heads
8 No. of Valves

EXHIBIT A

LEGEND

Landscaping and Lighting Act Dist. No. 2, Zone No. 19, Sagewood Valencia

ZONE NO. 19 BOUNDARY

PLANTED SLOPE (0.5 ACRES)

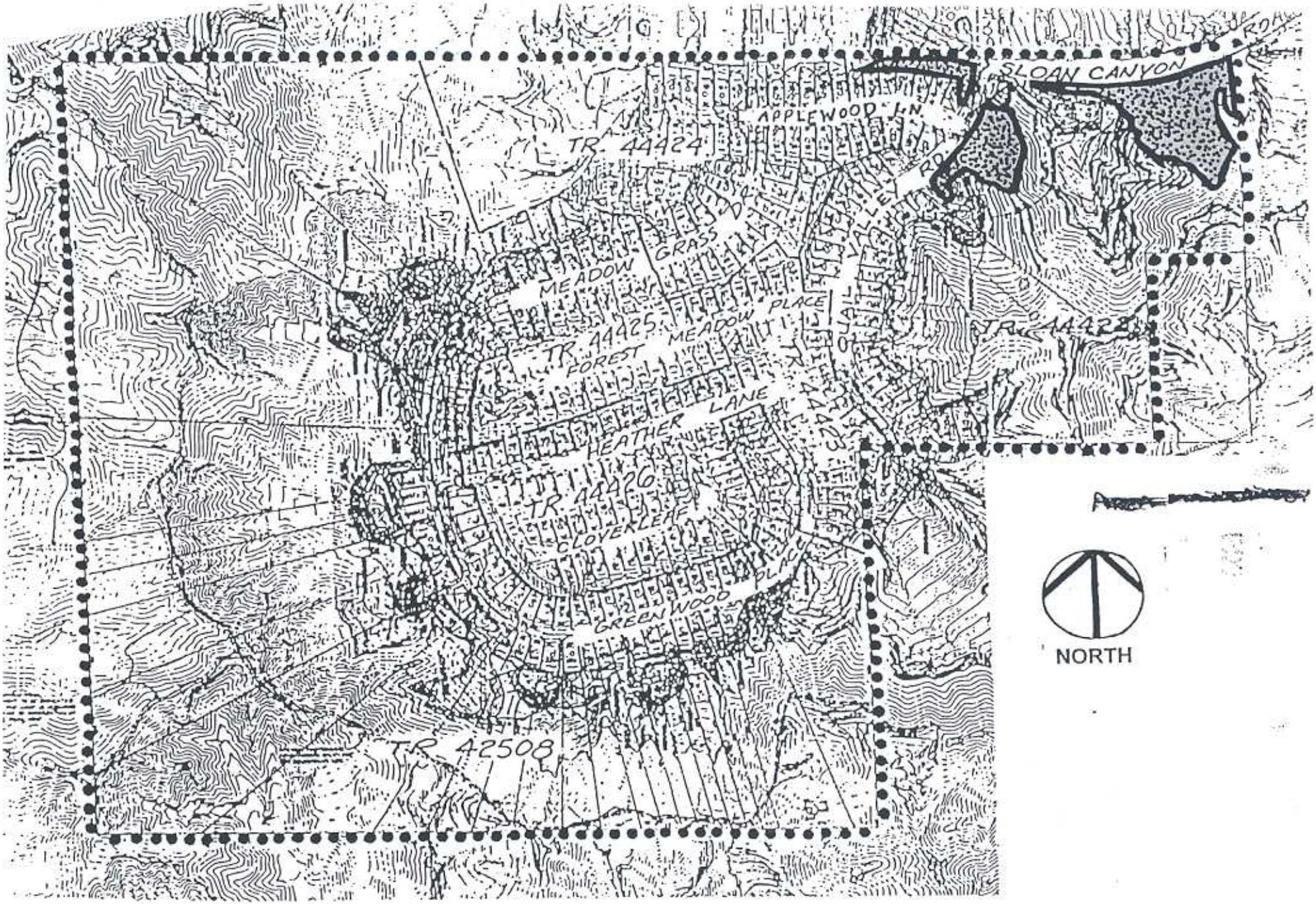
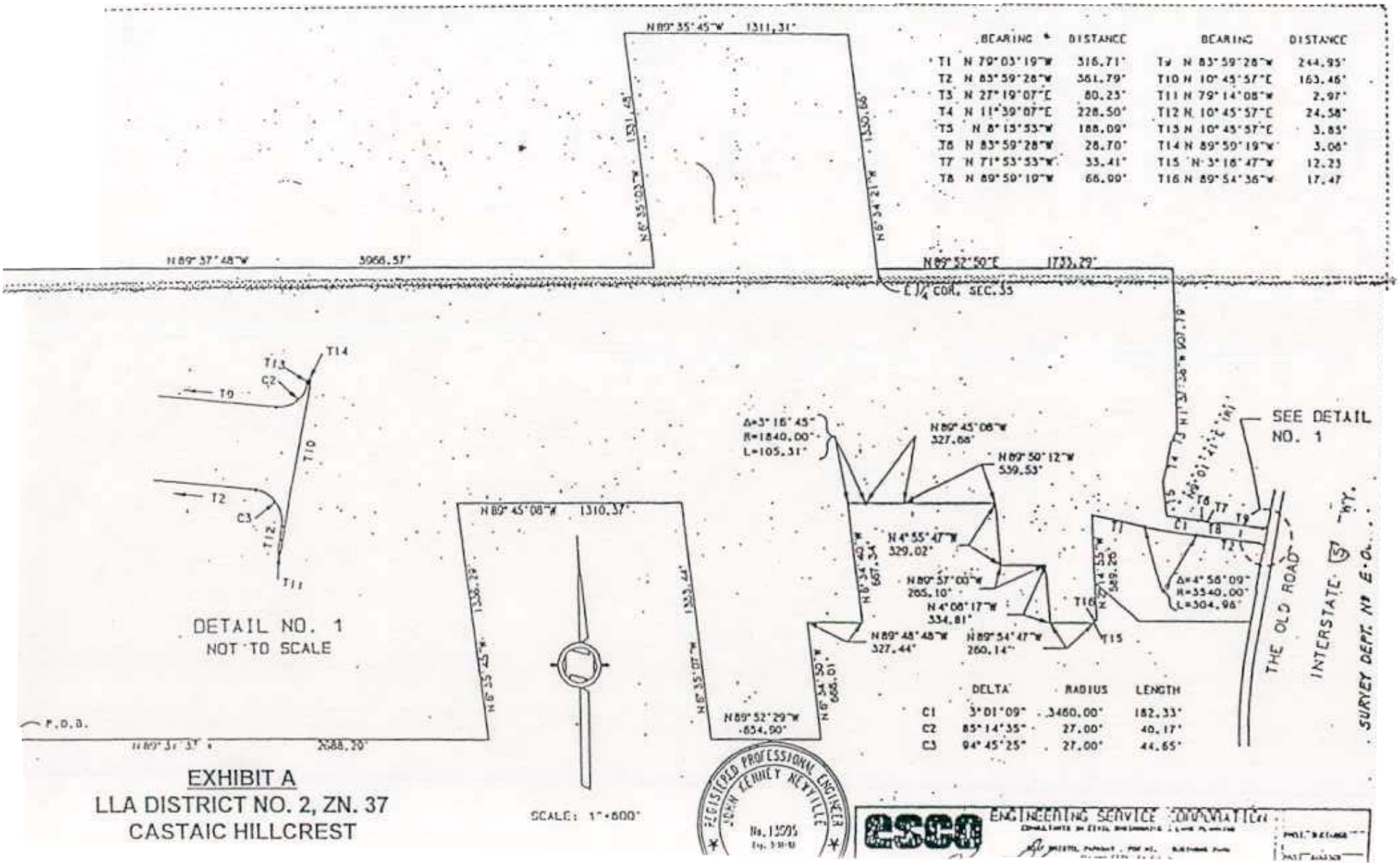


EXHIBIT H-1
LLA DISTRICT NO. 2,
ZONE NO. 36 MOUNTAIN VALLEY

ZONE BOUNDARY

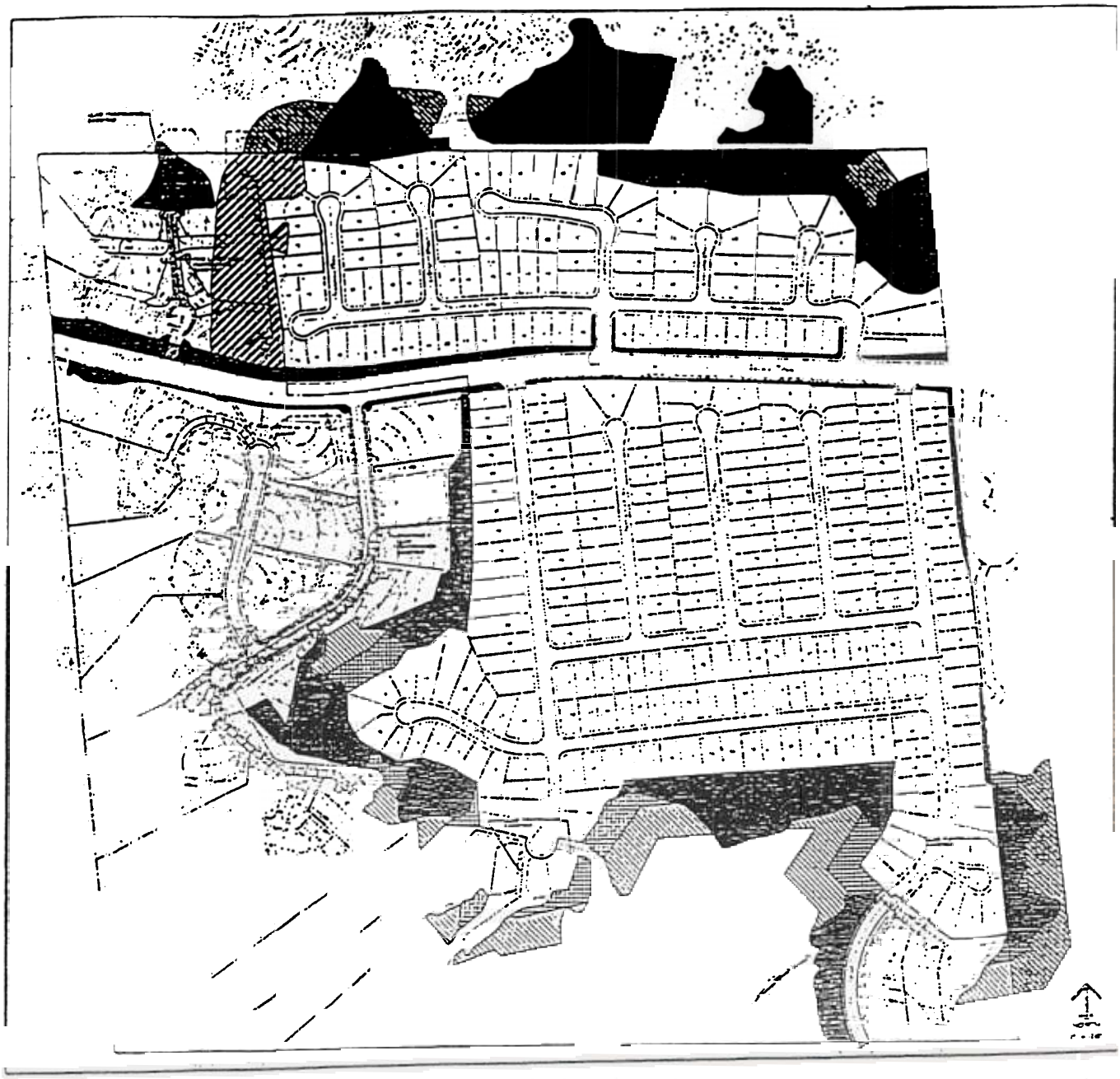
AREA TO BE MAINTAINED
APPROX. 5.6 ACRES

See plans on file for designated maintenance and servicing areas



	BEARING	DISTANCE		BEARING	DISTANCE
T1	N 79°03'19"W	316.71'	T9	N 83°59'28"W	244.95'
T2	N 83°59'28"W	361.79'	T10	N 10°45'57"E	163.46'
T3	N 27°19'07"E	80.23'	T11	N 79°14'08"W	2.97'
T4	N 11°39'07"E	228.50'	T12	N 10°45'57"E	24.58'
T5	N 8°15'53"W	188.09'	T13	N 10°45'57"E	3.85'
T6	N 83°59'28"W	28.70'	T14	N 89°59'19"W	3.06'
T7	N 71°53'53"W	33.41'	T15	N 3°16'47"W	12.23
T8	N 89°59'19"W	66.09'	T16	N 89°54'36"W	17.47

	DELTA	RADIUS	LENGTH
C1	3°01'09"	3460.00'	182.33'
C2	85°14'35"	27.00'	40.17'
C3	94°45'25"	27.00'	44.65'



CORRECT MAP

LLA District No. 2 - Sloan Canyon Zone 38

Hillcrest Tract Nos. 44471, 47353, 47354, 47355, 52439, 52440, 52441 and 52442

Castaic, California

ORIGINAL LLAD AREA

ZONE "B" - IRRIGATED AND PLANTED
645,905 SF (14.83 AC)

ZONE "C" - EXISTING LANDSCAPE MAINTAINED TO 3" HEIGHT
56,628 SF (1.30 AC)

ZONE "D" - EXISTING LANDSCAPE SELECTIVELY PRUNED
228,123 SF (5.26 AC)

DELETED LLAD AREA

TOTAL ORIGINAL AREA = 931,746 SF (21.39 AC)

ADDITIONAL LLAD AREA

ZONE "B" - IRRIGATED AND PLANTED
135,355 SF (3.11 AC)

ZONE "C" - EXISTING LANDSCAPE MAINTAINED TO 3" HEIGHT
42,715 SF (0.98 AC)

ZONE "D" - EXISTING LANDSCAPE SELECTIVELY PRUNED
19,036 SF (0.44 AC)

EASEMENT GRANTED TO THE DISTRICT FOR MAINTENANCE PURPOSES

TOTAL ADDITIONAL AREA = 197,106 SF (4.53 AC)

TOTAL LLAD AREA

ZONE "B" - IRRIGATED AND PLANTED
781,350 SF (17.94 AC)

ZONE "C" - EXISTING LANDSCAPE MAINTAINED TO 3" HEIGHT
99,343 SF (2.28 AC)

ZONE "D" - EXISTING LANDSCAPE SELECTIVELY PRUNED
248,161 SF (5.70 AC)

TOTAL AREA = 1,128,854 SF (25.92 AC)

EXHIBIT N -1

COMPOSITE PLAN
MAINTENANCE AREA EXHIBIT

24 May 2001

Prepared by
Warren Tong + Company
Landscape Architects
155 East Main Street
Tustin, CA 92780-4407 (714)838-8961

Prepared for
Hillcrest 376 L.L.C.
c/o SunCal Companies
21601 Devonshire Blvd., Suite 116
Chatsworth, CA 91311 (818)772-2077

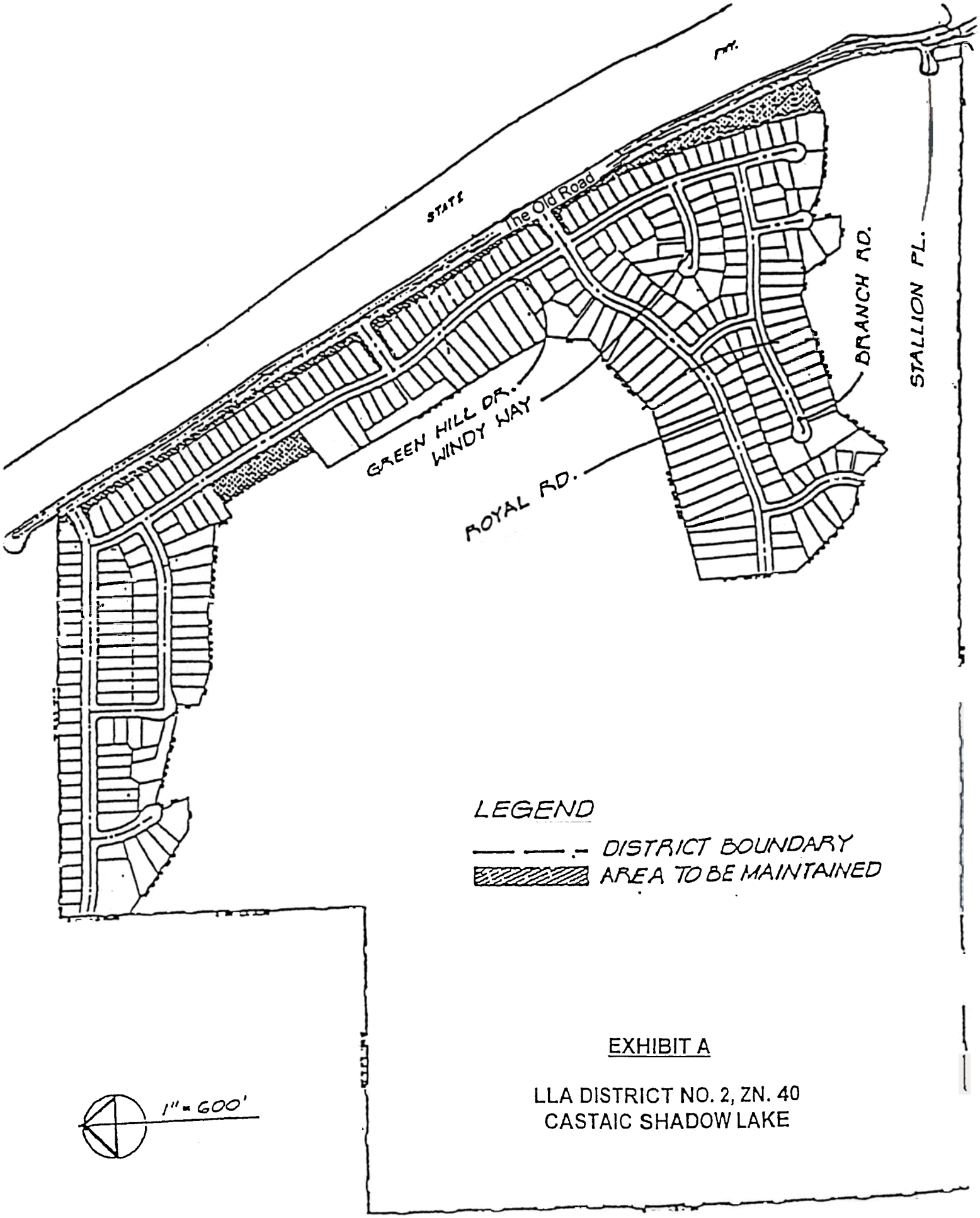


EXHIBIT A

LLA DISTRICT NO. 2, ZN. 40
CASTAIC SHADOW LAKE

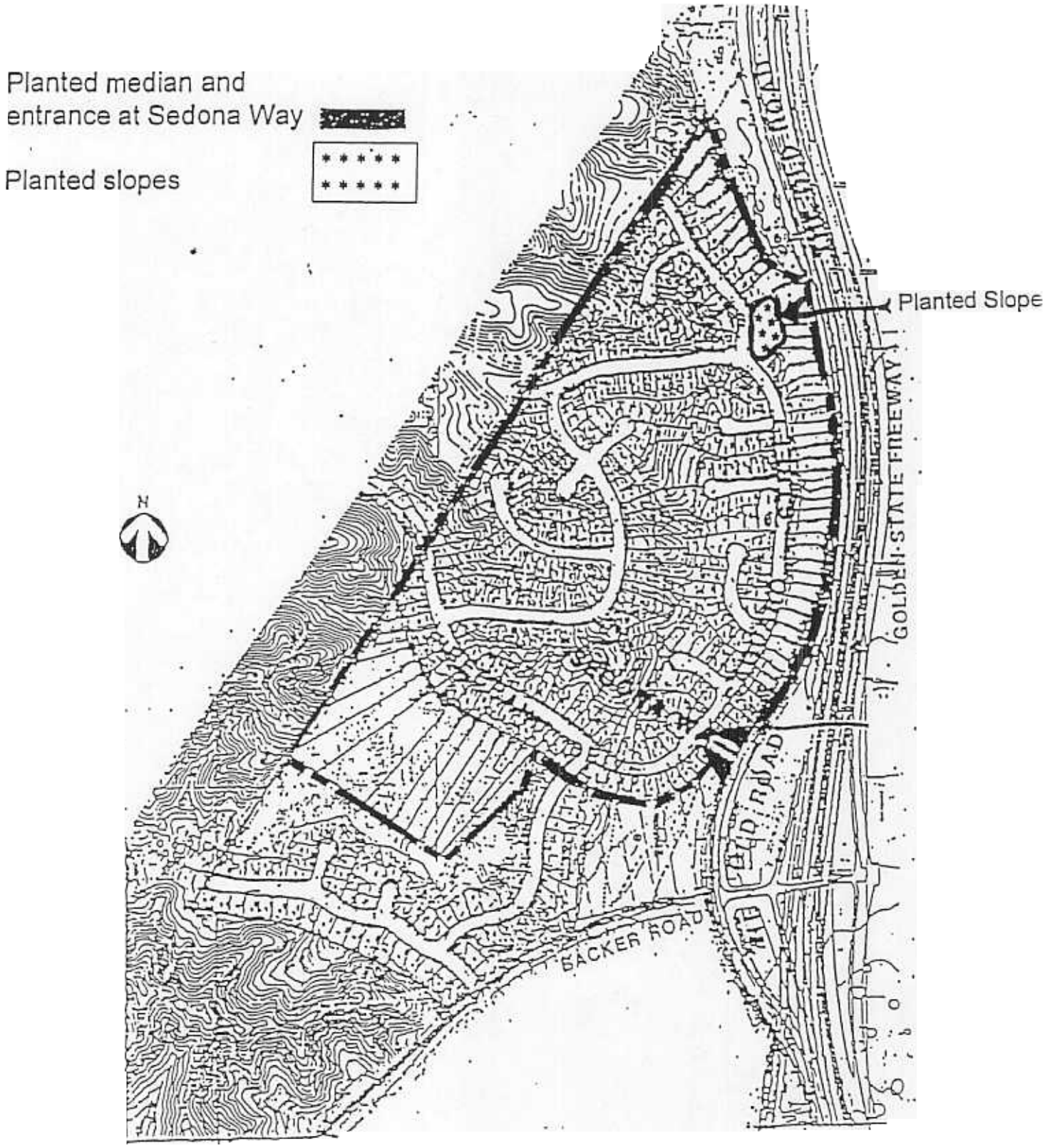
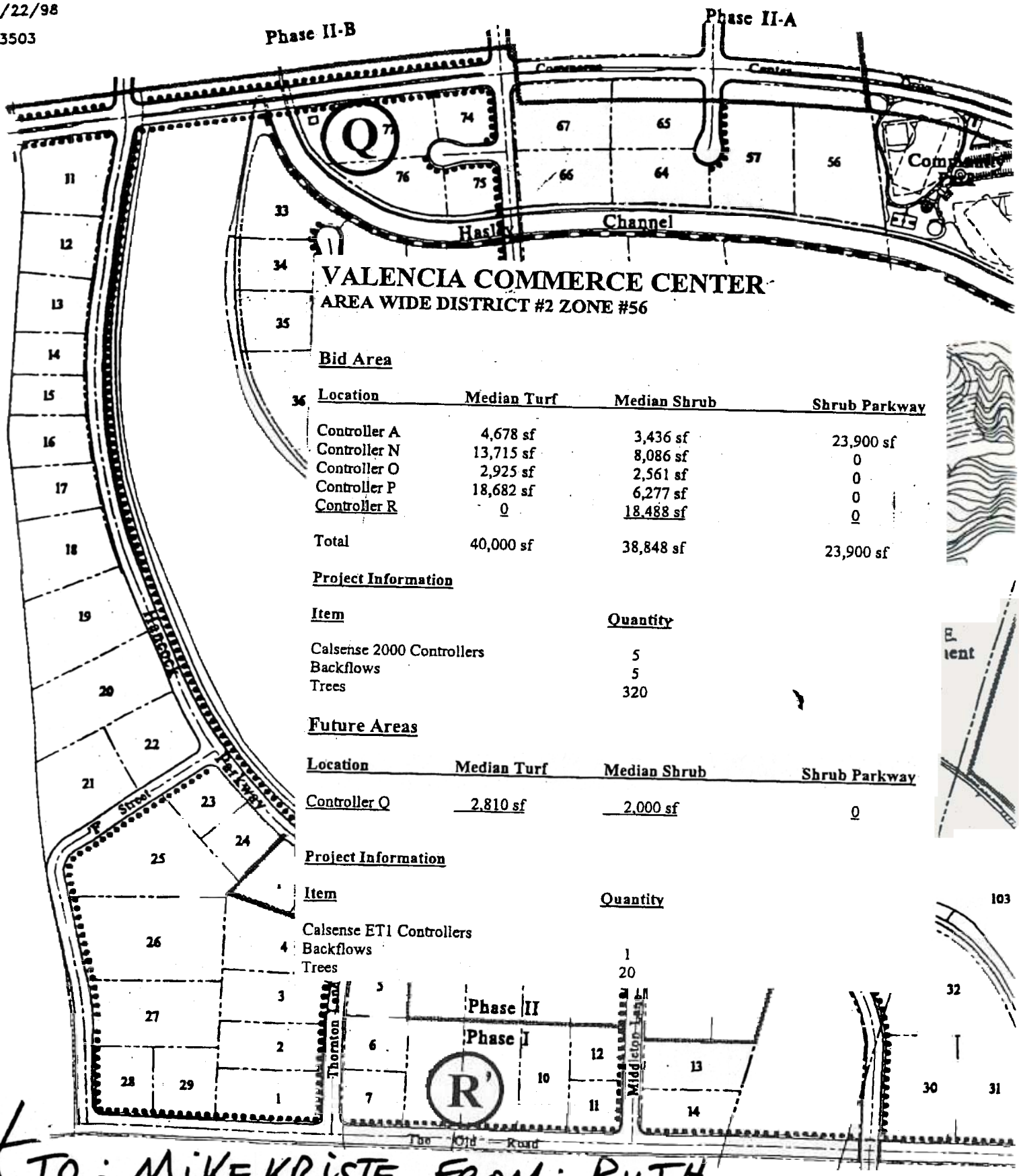


EXHIBIT A

COUNTY LANDSCAPING AND LIGHTING ACT (LLA)
DISTRICT NO. 2, NORTH BLUFF ZONE NO. 55

BOUNDARY OF ZONE NO. 55

6/22/98
A3503



VALENCIA COMMERCE CENTER
AREA WIDE DISTRICT #2 ZONE #56

Bid Area

Location	Median Turf	Median Shrub	Shrub Parkway
Controller A	4,678 sf	3,436 sf	23,900 sf
Controller N	13,715 sf	8,086 sf	0
Controller O	2,925 sf	2,561 sf	0
Controller P	18,682 sf	6,277 sf	0
Controller R	0	18,488 sf	0
Total	40,000 sf	38,848 sf	23,900 sf

Project Information

Item	Quantity
Calsense 2000 Controllers	5
Backflows	5
Trees	320

Future Areas

Location	Median Turf	Median Shrub	Shrub Parkway
Controller Q	2,810 sf	2,000 sf	0

Project Information

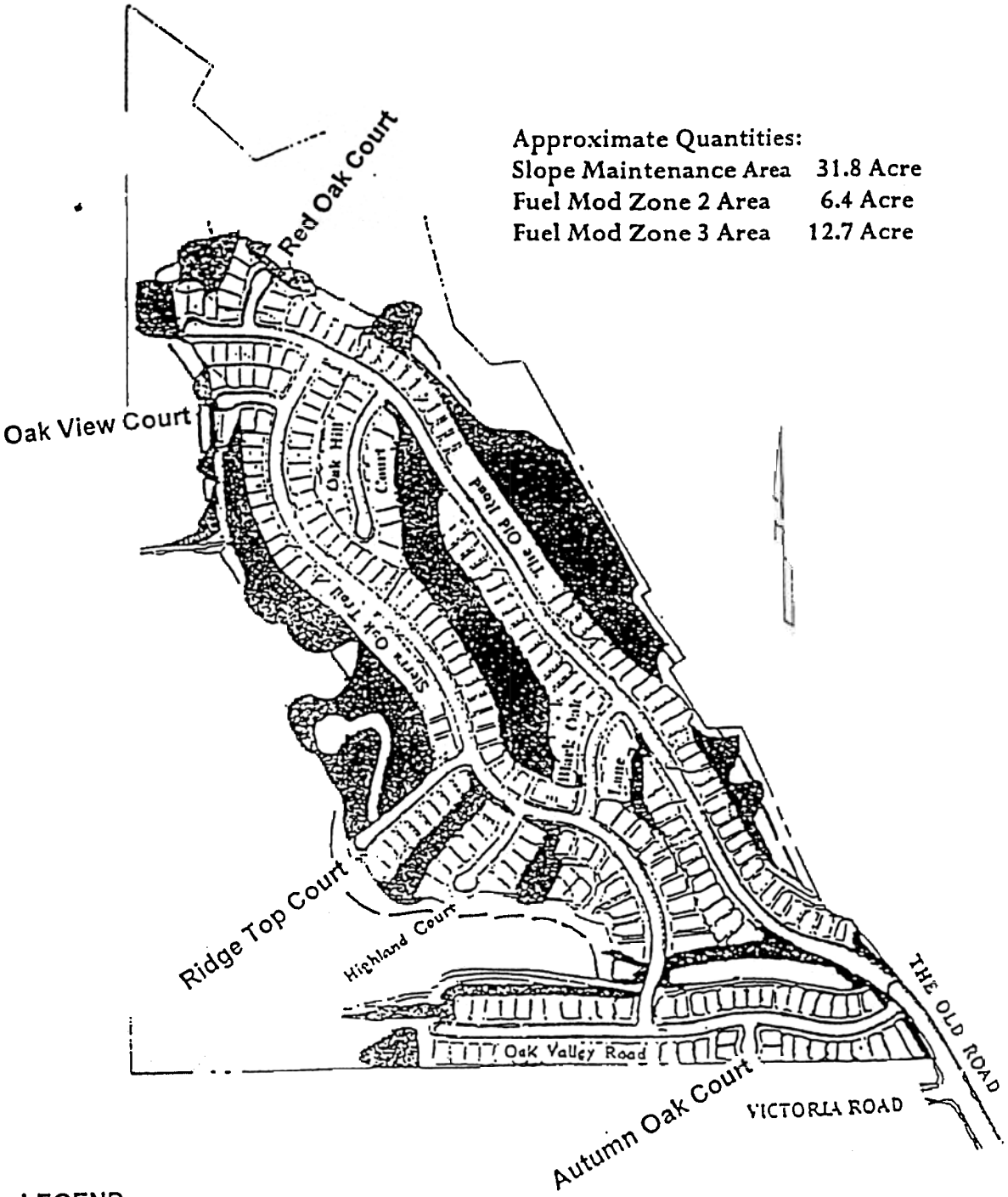
Item	Quantity
Calsense ET1 Controllers	1
Backflows	20
Trees	

TO: MIKE KRISTE FROM: RUTH
Valencia 213-487-0380
Commerce Center

DISTRICT #2 ZO

EXHIBIT A

LLA DISTRICT NO. 4, ZN. 64
CASTAIC DOUBLE C RANCH



Approximate Quantities:

Slope Maintenance Area	31.8 Acre
Fuel Mod Zone 2 Area	6.4 Acre
Fuel Mod Zone 3 Area	12.7 Acre

LEGEND

DISTRICT BOUNDARY

AREA TO BE MAINTAINED

FUEL MOD. AREA

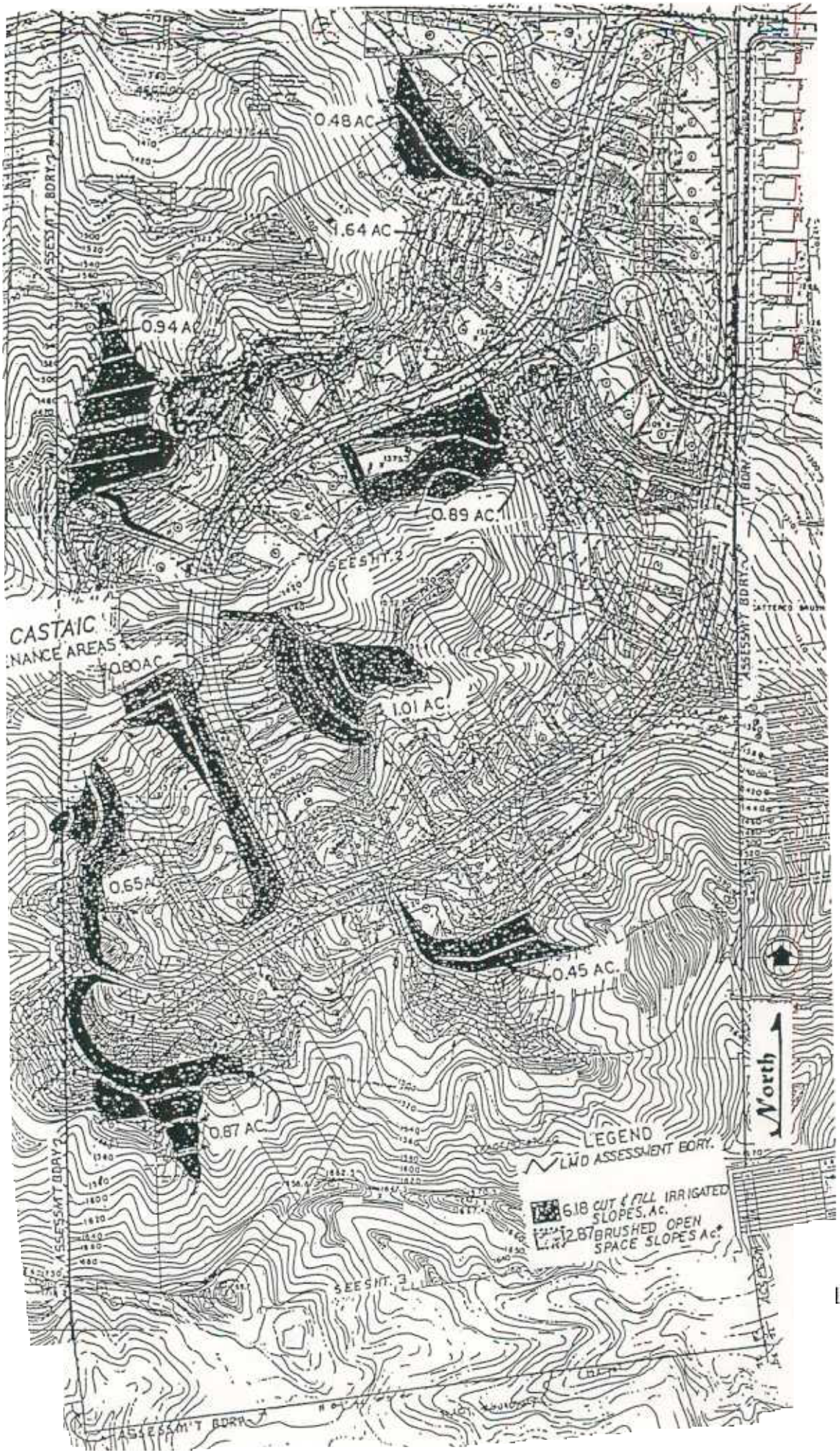


EXHIBIT A
LLA DISTRICT NO 4
ZN 70 OM R T

EXHIBIT B

PRICING AND BILLING SCHEDULE

as submitted by the Contractor in response to the RFP

EXHIBIT B – 1
Zone 19

PRICING AND BILLING SCHEDULE
Landscaping and Lighting Act District No. 2
Zone No. 19 - Sagewood Valencia

	Frequency	Cost Per Frequency	Annual Cost
PLANTED SLOPES - TREES, SHRUBS, AND GROUND COVER (.05 ACRES)			
1. Weed Control - Provide manual/chemical control as scheduled.	52	$48	$2,496
2. Fertilization -			
a. Mechanical/Hand Broadcast - For areas that are irrigated using conventional methods, fertilize in May and September using Best - Turf Supreme 16-6-8 fertilizer.	2	$220	$440
b. Mechanical/Hand Broadcast - For areas that are irrigated using conventional methods, fertilize in March using Best - Triple Twelve 12-12-12 fertilizer.	1	$140	$140
c. Individually apply to each plant - For areas that are For areas that are irrigated using point irrigation methods, fertilize in May and September using Best - Triple Twelve 12-12-12 fertilizer. irrigated using point irrigation methods, fertilize	2	$61	$122
3. Pruning/Trimming -			
a. Trees Maintain 7 and 14 foot clearance as scheduled.	1	$245	$245
b. Shrubs Prune shrubs as scheduled; January through December.	6	$42	$252
c. Ground Cover Trim gound cover as scheduled; January through December.	12	$37	$444
4. Tree/Shrub Disease Control - Provide tree/shrub disease control as scheduled; February through May.	2	$75	$150
Planted Slopes Total On-going Costs Per Year			$4,289
IRRIGATION			
1 Irrigation/Watering -			
a. Visual System Check Provide visual system check, including valve box integrity.	52	$6	$312

PRICING AND BILLING SCHEDULE
Landscaping and Lighting Act District No. 2
Zone No. 19 - Sagewood Valencia

	Frequency	Cost Per Frequency	Annual Cost
b. Inspect and Make Adjustments	52	$15	$780
c. Test System for Operability Provide for ongoing repair of system components and respond to intermittent malifunctions.	52	$19	$988
d. Backflow Certifications/Maintenance	1	$151	$151
2. Site Inspection and Reporting Complete per specification requirements.	52	$2	$104
Irrigation Total On-Going Costs Per Year			$2,335

COST SUMMARY & ESTIMATED HOURS

	Estimated Hours	Annual Cost
A. Planted Slopes	252	$4,289
B. Irrigation	138	$2,335
Total	390	$6,624

PRICING AND BILLING SCHEDULE

Landscaping and Lighting Act District No. 2
Zone No. 36 - Mountain Valley

PLANTED SLOPES - TREES, SHRUBS, AND GROUND COVER (5.6 ACRES)	Frequency	Cost Per Frequency	Annual Cost
1. Weed Control - Provide manual/chemical control once per week.	52	$181	$9,412
2. Fertilization -			
a. Mechanically Broadcast For areas that are irrigated using conventional methods, fertilize in May and September using Best - Turf Supreme 16-6-8 fertilizer.	2	$600	$1,200
b. Hand Broadcast For areas that are irrigated using conventional methods, fertilize in March using Best - Triple Twelve 12-12-12 fertilizer.	1	$650	$650
3. Plant Material Installation - Shrubs Install thirty-five 5-gallon shrubs as scheduled. (Note: Provide the price per plant material installed on the Cost Per Frequency line.)	35	$12	$420
4. Pruning/Trimming -			
a. Trees Prune all trees; October through February.	1	$4,200	$4,200
b. Shrubs Prune shrubs as scheduled; January through December.	6	$58	$348
c. Ground Cover Trim gound cover as scheduled; January through December.	12	$26	$312
5. Tree/Shrub Disease Control - Provide tree/shrub disease control as scheduled; February through May.	4	$35	$140
Planted Slopes Total On-going Costs Per Year			$16,682

PRICING AND BILLING SCHEDULE
Landscaping and Lighting Act District No. 2
Zone No. 36 - Mountain Valley

	Frequency	Cost Per Frequency	Annual Cost
IRRIGATION			
1. Irrigation/Watering -			
a. Visual System Check Provide visual system check, including valve box integrity.	52	$34	$1,786
b. Inspect and Make Adjustments	52	$58	$3,016
c. Test System for Operability Provide for ongoing repair of system components and respond to intermittent malifunctions.	52	$74	$3,848
d. Backflow Certifications/Maintenance	1	$388	$388
c. Replacement of Sprinkler Heads Replace 25 Hunter PGP - Rotor Heads as scheduled. (Note: Provide the price per sprinkler head installed on the Cost Per Frequency line.)	25	$22	$550
2. Site Inspection and Reporting Complete per specification requirements.	52	$8	$416
Irrigation Total On-Going Costs Per Year			$10,004

COST SUMMARY & ESTIMATED HOURS

	Estimated Hours	Annual Cost
A. Planted Slopes	981	$16,682
B. Irrigation	589	$10,004
Total	1570	$26,686

PRICING AND BILLING SCHEDULE

Landscaping and Lighting Act District No. 2
Zone No. 37 - Hillcrest

	Frequency	Cost Per Frequency	Annual Cost
TURF CARE (0.38 Acres)			
1 Weed Control - Manual/Chemical control, once per week	52	$19	$988
2. Mowing and Edging - Mow and edge as scheduled from January though December.	43	$37	$1,591
3. Aeration 1/2 Tines - Operation to occur in May and includes clean-up.	1	$128	$128
4. Verticut - Operation to occur in October and includes clean-up and fertilization	1	$494	$494
5. Fertilization -	4	$40	$160
a. Mechanically Broadcast Fertilize in March, April, October and November using Best - Turf Supreme 16-8-8 fertilizer.			
b. Mechanically Broadcast Fertilizer in May and September using Best - Triple Twelve Twelve 12-12-12 fertilizer.	2	$48	$96
6. Disease Control - Provide disease control as scheduled.	5	$80	$400
Turf Care Total On-Going Costs Per Year			$3,857
IRRIGATED PLANTED SLOPES (37 Acres)			
1 Weed Control - Provide manual/chemical control once per week.	52	$2,116	$110,032
2. Pruning/Trimming -			
a. Trees Prune all trees; October through February.	1	$9,400	$9,400

PRICING AND BILLING SCHEDULE
Landscaping and Lighting Act District No. 2
Zone No. 37 - Hillcrest

	Frequency	Cost Per Frequency	Annual Cost
b. Shrubs Prune shrubs as scheduled; January through December.	4	$1,752	$7,008
c. Ground Cover Trim gound cover as scheduled; January through December.	12	$1,113	$13,356
3. Plant Material Installation		$12	$420
a. Shrubs Install thirty-five 5-gallon Acacia shrubs as scheduled. (Note: Provide the price per plant material installed on the Cost Per Frequency line.)	35		
b. Trees Install ten 15-gallon California Pepper trees as scheduled. (Note: Provide the price per plant material installed on the Cost Per Frequency line.)	10	$70	$700
Planted Slopes Total On-Going Costs Per Year			$140,916

FIRE PROTECTION SLOPES (Approx. 4.62 Acres)

1. Brush Clearance/Weed Abatement - Provide general brush clearance/weed abatement as scheduled in May and June.	1	$2,541	$2,541
Fire Protection Slopes Total On-Going Costs Per Year			$2,541

IRRIGATION

1 Irrigation/Watering -		$68	$3,536
a. Visual System Check Provide visual system check, including valve box integrity.	52		
b. Inspect and Make Adjustments	52	$138	$7,176
c. Test System for Operability Provide for ongoing repair of system components and respond to intermittent malifunctions.	52	$174	$9,048

PRICING AND BILLING SCHEDULE
Landscaping and Lighting Act District No. 2
Zone No. 37 - Hillcrest

	Frequency	Cost Per Frequency	Annual Cost
d. Backflow Certifications/Maintenance	1	$950	$950
e. Replace Sprinkler Heads Replace 100 Hunter PGP Rotor Heads as scheduled. (Note: Provide the price per sprinkler head installed on the Cost Per Frequency line.)	100	$22	$2,200
2. Site Inspection and Reporting Complete per specification requirements.	52	$8	$416
Irrigation Total On-Going Costs Per Year			$23,326

COST SUMMARY & ESTIMATED HOURS

	Estimated Hours	Annual Cost
A. Turf Care	227	$3,857
B. Irrigated Planted Slopes	8289	$140,916
C. Fire Protection Slopes	150	$2,541
D. Irrigation	1372	$23,326
Total	10,038	$170,640

EXHIBIT B – 4
Zone 38

PRICING AND BILLING SCHEDULE
Landscaping and Lighting Act District No. 2
Zone No. 38 - Sloan Canyon

	Frequency	Cost Per Frequency	Annual Cost
IRRIGATED PLANTED SLOPES (19.62 Acres)			
1 Weed Control - Provide manual/chemical control once per week.	52	$426	$22,152
2. Pruning/Trimming -			
a. Trees - Prune all trees; October through February.	1	$6,255	$6,255
b. Shrubs - Prune shrubs as scheduled; January through December.	6	$274	$1,644
c. Ground Cover - Trim gound cover as scheduled; January through December.	12	$158	$1,896
3. Plant Material Installation			
a. Shrubs - Install fifty 5-gallon shrubs as scheduled. (Note: Provide the price per plant material installed on the Cost Per Frequency line.	50	$12	$600
b. Trees - Install ten 15-gallon trees as scheduled. (Note: Provide the price per plant material installed on the Cost Per Frequency line.)	10	$70	$700
Planted Slopes Total On-going Costs Per Year			$33,247
SHRUBS AND GROUND COVER - Flat Areas (1.77 Acres)			
1. Weed Control - Provide manual/chemical control once per week.	52	$76	$3,952
2. Pruning/Trimming -			
a. Trees - Prune all trees; October through February.	1	$5,100	$5,100
b. Shrubs - Prune shrubs as scheduled; January through December.	6	$861	$5,166

PRICING AND BILLING SCHEDULE
Landscaping and Lighting Act District No. 2
Zone No. 38 - Sloan Canyon

	Frequency	Cost Per Frequency	Annual Cost
c. Ground Cover Trim gound cover as scheduled; January through December.	12	$721	$8,652
Shrubs and Ground Cover Total On-Going Cost Per Year			$22,870

FIRE PROTECTION SLOPES (Approx. 3.73 Acres)

1 Brush Clearance/Weed Abatement - Provide general brush clearance/weed abatement as scheduled in May and June.	1	$2,052	$2,052
Fire Protection Slopes Total On-Going Costs Per Year			$2,052

IRRIGATION

1. Irrigation/Watering -			
a. Visual System Check Provide visual system check, including valve box integrity.	52	$48	$2,496
b. Inspect and Make Adjustments	52	$77	$4,004
c. Test System for Operability Provide for ongoing repair of system components and respond to intermittent malifunctions.	52	$96	$4,992
d. Backflow Certifications/Maintenance	1	$1,189	$1,189
e. Replace Sprinkler Heads Replace 10 Hunter PGP Rotor Heads as scheduled. (Note: Provide the price per sprinkler head installed on the Cost Per Frequency line.)	10	$22	$220
2. Site Inspection and Reporting Complete per specification requirements.	52	$6	$312
Irrigation Total On-Going Costs Per Year			$13,213

PRICING AND BILLING SCHEDULE
Landscaping and Lighting Act District No. 2
Zone No. 38 - Sloan Canyon

	Frequency	Cost Per Frequency	Annual Cost

COST SUMMARY & ESTIMATED HOURS

		Estimated Hours	Annual Cost
A.	Irrigated Planted Slopes	1,956	$33,247
B.	Shrubs and Ground Cover (Flat Areas)	1,345	$22,870
C.	Fire Protection Slopes	121	$2,052
D.	Irrigation	777	$13,213
	Total	4,199	$71,382

PRICING AND BILLING SCHEDULE

Landscaping and Lighting Act District No. 2
Zone No. 40 - Shadow Lake

IRRIGATED PLANTED SLOPES (6.5 Acres)	Frequency	Cost Per Frequency	Annual Cost
1. Weed Control - Provide manual/chemical control once per week.	52	$274	$14,248
2. Fertilization -			
a. Mechanically Broadcast For areas that are irrigated using conventional methods, fertilize in May and September using Best - Turf Supreme 16-6-8 fertilizer.	2	$471	$942
b. Hand Broadcast For areas that are irrigated using conventional methods, fertilize in March using Best - Triple Twelve 12-12-12 fertilizer.	1	~~$512~~	~~$512~~
c. Individually apply to each plant For areas that are irrigated using point irrigation methods, fertilize in May and September using Best - Turf Supreme 16-6-8 fertilizer.	2	$174	$348
3. Pruning/Trimming -			
a. **Trees** **Maintain 7 and 14 foot clearance as scheduled**		$1,755	$1,755
b. Shrubs Prune shrubs as scheduled; January through December.	6	$1,090	$6,540
c. Ground Cover Trim gound cover as scheduled; January through December.	12	$142	$1,704
4. Tree/Shrub Disease Control - Provide tree/shrub disease control as scheduled; February through May.	2	$270	$540
5. Plant Material Installation - Shrubs Install 120 5-gallon shrubs as scheduled. (Note: Provide the price per shrub installed in the Cost Per Frequency line.	120	$12	$1,440
Planted Slopes Total On-going Costs Per Year			$28,029

PRICING AND BILLING SCHEDULE
Landscaping and Lighting Act District No. 2
Zone No. 40 - Shadow Lake

	Frequency	Cost Per Frequency	Annual Cost
IRRIGATION			
1 Irrigation/Watering -			
a. Visual System Check Provide visual system check, including valve box integrity.	52	$24	$1,248
b. Inspect and Make Adjustments	52	$38	$1,976
c. Test System for Operability Provide for ongoing repair of system components and respond to intermittent malifunctions.	52	$46	$2,392
d. Backflow Certifications/Maintenance	1	$109	$109
e. Replacement of Sprinkler Heads Replace 15 Hunter PGP - Rotor Heads as scheduled. (Note: Provide the price per sprinkler head installed in the Cost Per Frequency line.	15	$22	$330
2. Site Inspection and Reporting Complete per specification requirements.	52	$2	$104
Irrigation Total On-Going Costs Per Year			$6,159

COST SUMMARY & ESTIMATED HOURS

	Estimated Hours	Annual Cost
A. Planted Slopes	1,649	$28,029
B. Irrigation	362	$6,159
Total	2011	$34,188

PRICING AND BILLING SCHEDULE

Landscaping and Lighting Act District No. 2
Zone No. 55 - North Bluff

	Frequency	Cost Per Frequency	Annual Cost
TURF CARE (0.9 Acres)			
1. Weed Control - Manual/Chemical control, once per week	52	$8	$416
2. Mowing and Edging - Mow and edge as scheduled from January though December.	43	$14	$602
3. Aeration 1/2 Tines - Operation to occur in May and includes clean-up	1	$77	$77
4. Verticut - Operation to occur in October and includes clean-up and fertilization.	1	$89	$89
5. Fertilization -	4	$32	$128
a. Mechanically Broadcast Fertilize in March, April, October and November using Best - Turf Supreme 16-8-8 fertilizer.			
b. Mechanically Broadcast Fertilizer in May and September using Best - Triple Twelve Twelve 12-12-12 fertilizer.	2	$39	$78
Turf Care Total On-Going Costs Per Year			$1,390
IRRIGATED PLANTED SLOPES (0.76 Acres)			
1. Weed Control - Provide manual/chemical control once per week.	52	$18	$936
2. Fertilization -			
a. Mechanically Broadcast For areas that are irrigated using conventional methods, fertilize in May and September using Best - Turf Supreme 16-6-8 fertilizer	2	$26	$52
b. Hand Broadcast For areas that are irrigated using conventional methods, fertilize in March using Best - Triple Twelve 12-12-12 fertilizer.	1	$28	$28

PRICING AND BILLING SCHEDULE
Landscaping and Lighting Act District No. 2
Zone No. 55 - North Bluff

	Frequency	Cost Per Frequency	Annual Cost
c. Individually apply to each plant For areas that are irrigated using point irrigation methods, fertilize in May and September using Best - Triple Twelve 12-12-12 fertilizer.	2	$12	$24
d. Individually apply to each plant For areas that are irrigated using point irrigation methods, fertilize in March using Best - Turf Supreme 16-6-8 fertilizer.	1	$18	$18
e. Individually apply to each tree In March, apply 8 tablets for large trees; 6 tablets for medium trees; and 4 tablets for small trees along the drip line using Best - Best Tabs 20-10-5 fertilizer.	1	$14	$14
3. Pruning/Trimming -			
a. Trees Prune all trees; October through February.	1	$345	$345
b. Shrubs Prune shrubs as scheduled; January through December.	6	$19	$114
c. Ground Cover Trim gound cover as scheduled; January through December.	12	$24	$288
4. Tree/Shrub Disease Control - Provide tree/shrub disease control as scheduled; February through May.	4	$12	$48
Planted Slopes Total On-going Costs Per Year			$1,867

SHRUBS AND GROUND COVER - Flat Areas (.06 Acres)

1 Weed Control - Provide manual/chemical control once per week.	52	$12	$624
2. Fertilization -			
a. Mechanically Broadcast For areas that are Irrigated using conventional methods, fertilize In May and September using Best - Turf Supreme 16-6-8 fertilizer.	2	$9	$18

PRICING AND BILLING SCHEDULE
Landscaping and Lighting Act District No. 2
Zone No. 55 - North Bluff

	Frequency	Cost Per Frequency	Annual Cost
b. Hand Broadcast For areas that are irrigated using conventional methods, fertilize in March using Best - Triple Twelve 12-12-12 fertilizer.	1	$11	$11
c. Individually apply to each plant For areas that are irrigated using point irrigation methods, fertilize in May and September using Best - Triple Twelve 12-12-12 fertilizer.	2	$8	$16
d. Individually apply to each plant For areas that are irrigated using point irrigation methods, fertilize in March using Best - Turf Supreme 16-6-8 fertilizer.	1	$9	$9
e. Individually apply to each tree In March, apply 8 tablets for large trees; 6 tablets for medium trees; and 4 tablets for small trees along the drip line using Best - Best Tabs 20-10-5 fertilizer.	1	$8	$8
3. Pruning/Trimming -			
a. Trees Prune all trees; October through February.	1	$240	$240
b. Shrubs Prune shrubs as scheduled; January through December.	6	$24	$144
c. Ground Cover Trim gound cover as scheduled; January through December.	12	$17	$204
4. Tree/Shrub Disease Control - Provide tree/shrub disease control as scheduled; February through May.	4	$28	$112
Shrubs and Ground Cover Total On-Going Cost Per Year			$1,386

ANNUAL COLOR (Approx. .06 Acres)

1 Annual Color - Installation of annual color in March, July, September, and December as scheduled.	4	$225	$900

PRICING AND BILLING SCHEDULE
Landscaping and Lighting Act District No. 2
Zone No. 55 - North Bluff

	Frequency	Cost Per Frequency	Annual Cost
2. Fertilization - Hand broadcast fertilizer in March, July, and November using Best - Turf Supreme 16-6-8 fertilizer	3	$6	$18
3. Disease and Pest Control - Provide disease and pest control as scheduled; January through December.	5	$5	$25
Annual Color Total On-Going Cost Per Year			$943

FIRE PROTECTION SLOPES (Approx. 10 Acres)

1 Brush Clearance/Weed Abatement - Provide general brush clearance/weed abatement as scheduled in May and June.	1	$4,321	$4,321
Fire Protection Slopes Total On-Going Costs Per Year			$4,321

IRRIGATION

1. Irrigation/Watering -		$6	$312
a. Visual System Check - Provide visual system check, including valve box integrity.	52		
b. Inspect and Make Adjustments	52	$9	$468
c. Test System for Operability - Provide for ongoing repair of system components and respond to intermittent malifunctions.	52	$14	$728
d. Backflow Certifications/Maintenance	1	$125	$125

PRICING AND BILLING SCHEDULE

Landscaping and Lighting Act District No. 2
Zone No. 55 - North Bluff

	Frequency	Cost Per Frequency	Annual Cost
2. Site Inspection and Reporting Complete per specification requirements.	52	$4	$208
Irrigation Total On-Going Costs Per Year			$1,841

COST SUMMARY & ESTIMATED HOURS

		Estimated Hours	Annual Cost
A.	Turf Care	82	$1,390
B.	Irrigated Planted Slopes	110	$1,867
C.	Shrubs and Ground Cover (Flat Areas)	81	$1,386
D.	Annual Color	55	$943
E.	Fire Protection Slopes	254	$4,321
F.	Irrigation	109	$1,841
	Total	691	$11,748

PRICING AND BILLING SCHEDULE
Landscaping and Lighting Act District No. 2
Zone No. 56 - Valencia Commercial Center Area - Wide

	Frequency	Cost Per Frequency	Annual Cost
TURF CARE (0.92 Acres)			
1. **Weed Control -** Manual/Chemical control, once per week	52	$12	$624
2. **Mowing and Edging -** Mow and edge as scheduled from January though December.	43	$26	$1,118
3. **Aeration 1/2 Tines -** Operation to occur in May and includes clean-up.	1	$460	$460
4. **Verticut -** Operation to occur in October and includes clean-up and fertilization.	1	$615	$615
5. **Fertilization -**	4	$70	$280
a. **Mechanically Broadcast** Fertilize in March, April, October and November using Best - Turf Supreme 16-8-8 fertilizer.			
b. **Mechanically Broadcast** Fertilizer in May and September using Best - Triple Twelve Twelve 12-12-12 fertilizer.	2	$88	$176
Turf Care Total On-Going Costs Per Year			$3,273
TREES, SHRUBS, AND GROUND COVER - Flat Areas (1.44 Acres)			
1. Weed Control - Provide manual/chemical control once per week.	52	$34	$1,768
2. Fertilization -			
a. Mechanically Broadcast For areas that are irrigated using conventional methods, fertilize in May and September using Best - Turf Supreme 16-8-8 fertilizer.	2	$130	$260

PRICING AND BILLING SCHEDULE
Landscaping and Lighting Act District No. 2
Zone No. 56 - Valencia Commercial Center Area - Wide

	Frequency	Cost Per Frequency	Annual Cost
b. Hand Broadcast For areas that are irrigated using conventional methods, fertilize in March using Best - Triple Twelve 12-12-12 fertilizer.	1	$155	$155
c. Individually apply to each plant For areas that are irrigated using point irrigation methods, fertilize in May and September using Best - Turf Supreme 16-6-8 fertilizer.	2	$94	$188
d. Individually apply to each tree In March, apply 8 tablets for large trees; 6 tablets for medium trees; and 4 tablets for small trees along the drip line using Best - Best Tabs 20-10-5 fertilizer.	1	$62	$62
3. Plant Material Installation - Shrubs Install ten 5-gallon shrubs as scheduled. (Note: Provide the price per shrub installed in the Cost Per Frequency line.)	10	$12	$120
4. Pruning/Trimming - a. Trees Prune 1/3 of the identified trees, as scheduled; January through February.	1	$4,450	$4,450
b. Shrubs Prune shrubs as scheduled; January through December.	6	$38	$228
c. Ground Cover Trim gound cover as scheduled; January through December.	12	$19	$228
4. Tree/Shrub Disease Control - Provide tree/shrub disease control as scheduled; February through May.	2	$45	$90
Shrubs and Ground Cover Total On-Going Cost Per Year			$7,549

IRRIGATION

1. Irrigation/Watering - a. Visual System Check Provide visual system check, including valve box integrity	52	$19	$988

PRICING AND BILLING SCHEDULE
Landscaping and Lighting Act District No. 2
Zone No. 56 - Valencia Commercial Center Area - Wide

		Frequency	Cost Per Frequency	Annual Cost
b.	Inspect and Make Adjustments	52	$48	$2,496
c.	Test System for Operability Provide for ongoing repair of system components and respond to intermittent malifunctions.	52	$57	$2,964
d.	Backflow Certifications/Maintenance	1	$170	$170
2.	Site Inspection and Reporting Complete per specification requirements.	52	$5	$260
	Irrigation Total On-Going Costs Per Year			$6,878

COST SUMMARY & ESTIMATED HOURS

		Estimated Hours	Annual Cost
A.	**Turf Care**	192	$3,273
B.	Tree, Shrubs, & Ground Cover (Flat Areas)	445	$7,549
C.	Irrigation	404	$6,878
	Total	1041	$17,700

PRICING AND BILLING SCHEDULE
Landscaping and Lighting Act District No. 2
Zone No. 64 - Double C Ranch

	Frequency	Cost Per Frequency	Annual Cost
TURF CARE (2,000 Square Feet)			
1. **Weed Control -** Manual/Chemical control, once per week	52	$5	$260
2. **Mowing and Edging -** Mow and edge as scheduled from January though December.	43	$29	$1,247
3. **Aeration 1/2 Tines -** Operation to occur in May and includes clean-up.	1	$125	$125
4. **Verticut -** Operation to occur in October and includes clean-up and fertilization.	1	$180	$180
5. **Fertilization -**	4	$32	$128
a. **Mechanically Broadcast** Fertilize in March, April, October and November using Best - Turf Supreme 16-8-8 fertilizer.			
b. **Mechanically Broadcast** Fertilizer in May and September using Best - Triple Twelve Twelve 12-12-12 fertilizer.	2	$36	$72
Turf Care Total On-Going Costs Per Year			$2,012
IRRIGATED PLANTED SLOPES - Trees, Shrubs, and Ground Cover (7.85 Acres)			
1. Weed Control - Provide manual/chemical control once per week.	52	$547	$28,444
2. Fertilization -			
a. Mechanically Broadcast For areas that are irrigated using conventional methods, fertilize in May and September using Best - Turf Supreme 16-6-8 fertilizer.	2	$684	$1,368
b. Hand Broadcast For areas that are irrigated using conventional methods, fertilize in March using Best - Triple Twelve 12-12-12 fertilizer.	1	$744	$744

PRICING AND BILLING SCHEDULE
Landscaping and Lighting Act District No. 2
Zone No. 64 - Double C Ranch

	Frequency	Cost Per Frequency	Annual Cost
c. Individually apply to each plant For areas that are irrigated using point irrigation methods, fertilize in May and September using Best - Turf Supreme 16-6-6.	2	$420	$840
d. Individually apply to each tree In March, apply 8 tablets for large trees; 6 tablets for medium trees; and 4 tablets for small trees along the drip line using Best - Best Tabs 20-10-5 fertilizer.	1	$195	$195
3. Plant Material Installation			
a. Shrubs Install thirty-five 5-gallon Acacia shrubs as scheduled. (Note: Provide the price per shrub installed in the Cost Per Frequency line.)	35	$12	$420
b. Trees Install ten 15-gallon California Pepper trees as scheduled. (Note: Provide the price per tree installed in the Cost Per Frequency line.)	10	$70	$700
4. Pruning/Trimming -			
a. Trees Prune 1/3 of the identified trees as scheduled; October through February.	1	$2,875	$2,875
b. Shrubs Prune shrubs as scheduled; January through December.	6	$58	$348
c. Ground Cover Trim gound cover as scheduled; January through December.	12	$46	$552
4. Tree/Shrub Disease Control - Provide tree/shrub disease control as scheduled; February through May.	2	$90	$180
Planted Slopes Total On-going Costs Per Year			$36,666

IRRIGATION

1. Irrigation/Watering -			
a. Visual System Check Provide visual system check, including valve box integrity.	52	$9	$468
b. Inspect and Make Adjustments	52	$28	$1,456

PRICING AND BILLING SCHEDULE
Landscaping and Lighting Act District No. 2
Zone No. 64 - Double C Ranch

	Frequency	Cost Per Frequency	Annual Cost
c. Test System for Operability Provide for ongoing repair of system components and respond to intermittent malfunctions.	52	$45	$2,340
d. Backflow Certifications/Maintenance	1	$150	$150
2. Site Inspection and Reporting Complete per specification requirements.	52	$6	$312
Irrigation Total On-Going Costs Per Year			$4,726

COST SUMMARY & ESTIMATED HOURS

	Estimated Hours	Annual Cost
A. **Turf Care**	118	$2,012
A. Irrigated Planted Slopes	2,157	$36,666
B. Irrigation	278	$4,726
Total	2,553	$43,404

NOTE: **NO BRUSH CLEARING REQUIREMENTS HAVE BEEN IDENTIFIED FOR THIS ZONE.**

PRICING AND BILLING SCHEDULE
Landscaping and Lighting Act District No. 2
Zone No. 70 - Lakeview

	Frequency	Cost Per Frequency	Annual Cost
IRRIGATED PLANTED SLOPES - Trees, Shrubs, and Ground Cover (6.18 Acres)			
1. Weed Control - Provide manual/chemical control once per week.	52	$197	$10,244
2. Fertilization -			
a. Mechanically Broadcast - For areas that are irrigated using conventional methods, fertilize in May and September using Best - Turf Supreme 16-6-8 fertilizer.	2	$540	$1,080
b. Hand Broadcast - For areas that are irrigated using conventional methods, fertilize in March using Best - Triple Twelve 12-12-12 fertilizer.	1	$590	$590
c. Individually apply to each plant - For areas that are irrigated using point irrigation methods, fertilize in May and September using Best - Turf Supreme 16-6-8 fertilizer.	2	$330	$660
d. Individually apply to each tree - In March, apply 8 tablets for large trees; 6 tablets for medium trees; and 4 tablets for small trees along the drip line using Best - Best Tabs 20-10-5 fertilizer.	1	$115	$115
3. Plant Material Installation			
a. Shrubs - Install twenty-five 5-gallon shrubs as scheduled. (Note: Provide the price per shrub installed in the Cost Per Frequency line.)	25	$12	$300
b. Trees - Install five 15-gallon trees as scheduled. (Note: Provide the price per shrub installed in the Cost Per Frequency line.)	5	$70	$350
4. Pruning/Trimming -			
a. Trees - Prune 1/3 of the identified trees as scheduled; October through February.	1	$2,425	$2,425
b. Shrubs - Prune shrubs as scheduled; January through December.	6	$190	$1,140

PRICING AND BILLING SCHEDULE
Landscaping and Lighting Act District No. 2
Zone No. 70 - Lakeview

	Frequency	Cost Per Frequency	Annual Cost
c. Ground Cover Trim gound cover as scheduled; January through December.	12	$142	$1,704
5. Tree/Shrub Disease Control - Provide tree/shrub disease control as scheduled; February through May.	4	$60	$240
Planted Slopes Total On-going Costs Per Year			$18,848

IRRIGATION

1. Irrigation/Watering -		$29	$1,508
a. Visual System Check Provide visual system check, including valve box integrity.	52		
b. Inspect and Make Adjustments	52	$46	$2,392
c. Test System for Operability Provide for ongoing repair of system components and respond to intermittent malfunctions.	52	$52	$2,704
d. Backflow Certifications/Maintenance	1	$174	$174
2. Site Inspection and Reporting Complete per specification requirements.	52	$4	$208
Irrigation Total On-Going Costs Per Year			$6,986

COST SUMMARY & ESTIMATED HOURS

	Estimated Hours	Annual Cost
A. Irrigated Planted Slopes	1,108	$18,848
B. Irrigation	410	$6,986
Total	1,518	$25,834

Unit Price List

THE FOLLOWING PRICES ARE HEREBY MADE APART OF THIS AGREEMENT

A. Unit prices for additional work item(s):

1	Replacement pop-up sprinkler (spra	4" @ $ 6.00 ea.	
		6" @ $ 12.00 ea.	
		12" @ $ 19.00 ea.	
2.	Replacement fixed riser (spray)	4" @ $ 3.00 ea.	
		6" @ $ 4.00 ea.	
		12" @ $ 6.00 ea.	
3.	Replacement spray head only	4" @ $ 2.00 ea.	
		6" @ $ 3.00 ea.	
		12" @ $ 4.00 ea.	
4.	Replacement pop-up gear	4" @ $ 15.00 ea.	
		6" @ $ 22.00 ea.	
		12" @ $ 28.00 ea.	
5.	Replacement fixed riser sprinkler	@ $ 5.00 ea.	
6.	Replacement of irrigation control valve (Griswold dirty water services 1", 1 1/4", 1 1/2", 2"	@ $ 130.00 ea.	
7.	Replacement of diaphragm	@ $ 50.00 ea.	
8.	Replacement of solenoid	@ $ 45.00 ea.	
9.	1 gallon shrub planted	@ $ 9.00 ea.	
10.	5 gallon shrub planted	@ $ 25.00 ea.	
11.	5 gallon tree planted (stakes included)	@ $ 38.00 ea.	
12.	15 gallon tree planted (stakes included)	@ $ 110.00 ea.	
13.	24" box tree planted (stakes included)	@ $ 325.00 ea.	
14.	36" box tree planted (stakes included)	@ $ 700.00 ea.	
15.	Flat of ground cover planted	@ $ 24.00 ea.	
16.	Liner stock planted	@ $ 26.00 ea.	

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-2000-1
ISSUE DATE: February 22, 2000
EXPIRATION DATE OF DETERMINATION: April 1, 2000* 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.

		Employer Payments					Straight-Time		Overtime
LOCALITY:	Basic Hourly Rate	Health and Welfare	Pension	Vacation	Holiday	Training	Hours	Total Hourly Rate	1 1/2X
Imperial	$5.75			[a] 0.115	0.17		8	[b] 6.035	
Inyo, Mono and San Bernardino	5.75			0.30	0.17		8	6.22	
Kern	5.75	-		[c] 0.16	0.17		8	[b] 6.08	[b] 8.955
	10.00	-		[d] 0.27	0.46		8	[b] 10.73	[b] 15.73
Los Angeles	5.75	0.89		[e] 0.115	0.14		8	[b] 6.895	[b] 9.77
Orange	5.75			[f] 0.11	0.11		8	[b] 5.97	[b] 8.845
Riverside	5.75			[g] 0.20	0.16		8	[b] 6.11	[b] 8.985
San Diego	5.75	-		0.22	0.115		8	6.085	8.96
	6.25	-		0.24	0.12		8	6.61	9.735
San Luis Obispo	7.50	-		[k] 0.15	0.15		8	7.80	11.55
	8.00	-		[l] 0.16	0.16		8	8.32	12.32
Santa Barbara	6.00	-		[h] 0.12	0.12		8	[b] 6.24	[b] 9.24
	7.00	-		[i] 0.13	0.13		8	[b] 7.26	[b] 10.76
Ventura	5.75	-		0.115	0.16		8	6.025	8.90
	7.00	2.97		[j] 0.19	0.26		8	[b] 10.42	[b] 13.92

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.
[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.
[c] $0.31 after 2 years of service.
[d] $0.54 after 2 years of service: $0.81 after 3 years of service.
[e] $0.24 after 3 years of service: $0.37 after 7 years of service.
[f] $0.22 after 4 years of service.
[g] $0.40 after 3 years of service.
[h] $0.23 after 2 years of service.
[i] $0.27 after 2 years of service.
[j] $0.38 after 3 years of service.
[k] $0.29 after 2 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. Travel and/or subsistence requirements for each craft, classification or type of worker may be obtained from the Prevailing Wage Unit at (415) 703-4774.

EXHIBIT D

California Department of Industrial Relations

PUBLIC WORKS PAYROLL REPORTING FORM

Page ___ of ___

NAME OF CONTRACTOR:
OR SUBCONTRACTOR:

CONTRACTOR'S LICENSE NO.:
SPECIALITY LICENSE NO.:

ADDRESS:

FOR WEEK ENDING:

SELF-INSURED CERTIFICATE NO.:
WORKERS' COMPENSATION POLICY NO.:

PROJECT OR CONTRACT NO.:
PROJECT AND LOCATION:

(1) NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE	(2) NO. OF WITH-HOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY	M	T	W	TH	F	S	S	(5) TOTAL HOURS	(6) HOURLY RATE OF PAY	(7) GROSS AMOUNT EARNED		(8) DEDUCTIONS, CONTRIBUTIONS AND PAYMENTS							(9) CHECK NO.
				DATE																		
				HOURS WORKED EACH DAY																		
													THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION	
			S																			
															TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS	
			O																			
													THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION	
			S																			
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															TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS	
			O																			
													THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION	
			S																			
															TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS	
			O																			

S = STRAIGHT TIME
O = OVERTIME
SDI = STATE DISABILITY INSURANCE

*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

CERTIFICATION MUST be completed
(See reverse side)

orm A-1-131 (New 2-80)

EXHIBIT D

NOTICE TO PUBLIC ENTITY

For Privacy Considerations

back along dotted prior copying for release general public (private persons).

(Paper Size then 8-1/2 inches)

_____, the undersigned, the
(Name – print)

_____ the authority act for and on behalf of
(Position in business)

_____, certify under penalty of perjury
(Name of business and/or contractor)

that the copies thereof submitted and consisting of _____
(Description, number of pages)

the originals full, and correct copies of originals which depict payroll record(s)

of the actual disbursements by way of cash, check, whatever the individual

individuals named.

Date _____ Signature:

public entity require stricter and/or more extensive form of certification.

EXHIBIT E

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 less than a living wage to their employees causes them to use such services thereby placing an additional burden on the County of Los Angeles. (Ord. 99-0048 § 1 (part), 1999.)

2.201.020 Definitions.

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

A. "County" includes the County of Los Angeles, any County officer or body, any County department head, and any County employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.

B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full 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 "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 administration officer, but in no event less than 35 hours worked per week. (Ord. 99-0048 § 1 (part), 1999.)

Title 2 Administration
Chapter 2.201 Living Wage Program

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. (Ord. 99-0048 § 1 (part), 1999.)

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

2.201.040 Payment of living wage.

A. Employers shall pay employees a living wage for their services provided to the County of no less than the hourly rates set under this chapter. The rates shall be $8.32 per hour with health benefits, or $9.46 per hour without health benefits.

B. To qualify for the living wage rate with health benefits, an employer shall pay at least $1.14 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. (Ord. 99-0048 § 1 (part), 1999.)

2.201.050 Other provisions.

A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the County the necessity to use non-full time employees based on staffing efficiency or the County requirements of an individual job.

B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

C. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advise 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 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 services 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 employee:
   1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;

   2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
   3. Who is or will be terminated from his or her employment as a result of the County entering into a new contract.

B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.

C. A subsequent employer is not required to hire a retention employee who:
   1. Has been convicted of a crime related to the job or his or her job performance; or
   2. Fails to meet any other County requirement for employees of a contractor.

D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter, a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ord. 99-0048 § 1 (part), 1999.)

2.201.080 Enforcement and remedies.

For violation of any of the provisions of this chapter:

A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.

B. The County department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:
   1. Assess liquidated damages as provided in the contract; and/or
   2. Recommend to the Board of Supervisors the termination of the contract; and/or
   3. Recommend to the Board of Supervisors that an employer be barred from award of future County contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, not to exceed three years. (Ord. 99-0048 § 1 (part), 1999.)

2.201.090 Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.

B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.

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 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.)

EXHIBIT F

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

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)

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)

EXHIBIT G

Title 2 Administration
Chapter 2.202 Determinations of Contractor Non-Responsibility And Contractor Debarment

2.202.010 Findings and Declarations.

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. 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 the Auditor-Controller. (Ordinance 2000-0011 § 1 (part), 2000.)

2.202.020 Definitions.

For the 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 to provide goods to, or perform services for or on behalf of, 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.

C. "Debarment" means an action taken by the County which results in a contractor being prohibited from bidding upon, being awarded, and/or performing work on a contract with the County for a period of up to three years. 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, nonprofit corporations created by the County and any joint powers authorities 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. (Ordinance 2000-0011 § 1 (part), 2000.)

2.020.030 Determination of Contractor Non-Responsibility

A. Prior to a contract being awarded by the County, the County may determine that a party submitting a bid or proposal is non-responsible for the purposes of that contract. In the event that the County determines that a bidder/proposer is non-responsible for a particular contract, said bidder/proposer shall be ineligible for the award of that contract.

B. The County may declare a contractor to be non-responsible for the purposes of a particular contract if the County, in its discretion, finds that the contractor has done any of the following: (1) committed any act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the County or 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.

C. 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.

D. 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 factors may be considered by the County in determining whether a contractor should be deemed non-responsible. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.040 Debarment of Contractors.

A. The County may debar a contractor who has an existing contract with the County 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 any term of a contract with the County; (2) committed any act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, 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.

C. 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, at 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 approval of the Board of Supervisors.

D. 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 relevant mitigating factors may be considered by the County in making any debarment decision. Upon a debarment finding by the Board of Supervisors, the County shall have the right, in its discretion, to determine the length that the contractor may be prohibited from bidding upon and being awarded a new contract with the County, which period may not exceed three years. In addition, upon a debarment finding by the Board of Supervisors, the County may, at its discretion, terminate any or all existing contracts the contractor may have with the County. In the event that any existing contract is terminated by the County, the County shall maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.250 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.)

EXHIBIT H

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. November 2002)

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.

A change to note. Workers **cannot** claim the EIC if their 2002 investment income (such as interest and dividends) is over $2,550.

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 2002 are less than $34,178 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 7, 2003.

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 by calling 1-800-829-3676, or from the IRS Web Site at **www.irs.gov.**

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 the 2002 instructions for Form 1040, 1040A, 1040EZ, or **Pub. 596,** Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2002 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 2002 and owes no tax but is eligible for a credit of $791, he or she must file a 2002 tax return to get the $791 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2003 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,** Employer's Tax Guide.

Cat. No. 20599I

EXHIBIT I

COUNTY OF LOS ANGELES

LIVING WAGE ORDINANCE

MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

Instruction Box: Please complete all sections of this form. *(Information to complete this form can be obtained from your weekly certified payroll reports)* Submit this form with your Certified Payroll Reports to the awarding County department. Be sure to complete and sign the reverse side of this form before submitting.

(1) Name: Contractor ☐ Subcontractor ☐

Address: (Street, City, State, Zip)

(2) Payroll No.:

(3) Work Location:

(4) From payroll period: ___/___/___ to payroll period: ___/___/___

(5) For Month Ending:

(6) Department Name:

(7) Contract Service Description:

(8) Contract Name & Number:

(9) Contractor Health Plan Name(s):

(10) Contractor Health Plan ID Number(s):

(11) Employee Name, Address & Social Security Number	(12) Work Classification	(13) Total Hours Worked Each Week of Monthly Pay Period					(14) Total Aggregate Hours	(15) Employer Paid Health Benefit Hourly Rate	(16) Gross Amount Paid (14x15)	(17) Employee Paid Health Benefit Hourly Rate	(18) Gross Amount Paid (14x17)	(19) Aggregate $ Health Benefits Paid (16+18)
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I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.

Print Authorized Name:

Authorized Signature: Date: / /

Title:

Telephone Number (include area code) ( )

Page: ____ of ____

EXHIBIT J

COUNTY OF LOS ANGELES

LIVING WAGE PROGRAM
PAYROLL STATEMENT OF COMPLIANCE

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

1 That I pay or supervise the payment of the persons employed by _____
(Company or subcontractor Name)

on the _____ ; that during the payroll period
(Service, Building or Work Site)

commencing on the _____ day of _____,and
(Calendar day of Month) (Month and Year)

ending the _____ day of _____ all persons employed on said work site
(Calendar day of Month) (Month and Year)

have been paid the full weekly wages earned, and that no rebates have been or will be made either directly or

indirectly to or on behalf of _____
(Company or subcontractor Name)

from the full weekly wages earned by any person and that no deductions have been made either directly or in directly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

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

3. That:

   A. WHERE FRINGE (Health) BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS

      ☐ In addition to the basic hourly wage rates paid to each employee listed in the above referenced payroll, payments of health benefits as required in the contract have been or will be paid to appropriate programs for the benefit of such employees.

   B. WHERE FRINGE (Health) BENEFITS ARE PAID IN CASH

      ☐ Each employee listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the applicable amount of the required County of Los Angeles Living Wage hourly rate as listed in the contract.

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.	
Print Name and Title	Owner or Company Representative Signature:
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD OF THREE (3) YEARS.	

EXHIBIT K

COUNTY OF LOS ANGELES

NOTICE TO EMPLOYEES
COUNTY OF LOS ANGELES LIVING WAGE ORDINANCE

This employer is a contractor with the County of Los Angeles. This contract is subject to the Living Wage Ordinance (LWO) established by the Board of Supervisors (Los Angeles County Code Chapter 2.201). If you are a full-time employee and perform any service to the County under this contract, you must be paid a "living wage" for the hours you work on the County contract.

THESE ARE YOUR RIGHTS. . .

Living Wage

If you are a full-time employee, you must be paid no less than either of the two Living Wage rates identified below as Option 1 or Option 2:

Option 1: You must be paid not less than the living wage rate of $8.32 per hour and your employer must pay at least $1.14 per hour towards health benefits, **OR**

Option 2: You must be paid not less than the living wage rate of $9.46 per hour:

- The $9.46 per hour rate must be paid to you if your employer does not provide you with health benefits, **or** if your employer pays less than $1.14 per hour towards your health benefits for you.
- The $9.46 per hour rate includes $1.14 per hour to enable you to purchase health benefits on your own, if you so chose. If you need help finding a health plan, your employer may be able to assist you.

Retaliation

You cannot be transferred, demoted or terminated because you reported violations of the Living Wage Program. All acts of retaliation can be reported to the Office of Affirmative Action Compliance by calling the Living Wage Hotline.

Worker Retention

If the County of Los Angeles terminates its contract with your current employer before the contract's expiration date and enters into a new contract with another contractor for the same service, you may be eligible to continue working as an employee of the new contractor for a period not less than 90 days following the start of the new contract.

Federal Earned Income Tax Credit

You may be eligible to apply for the Federal Earned Income Tax Credit and receive up to $3,756 a year if you qualify. Application forms are available from your employer or by contacting the Internal Revenue Service at (800) 829-3676.

You May Report Living Wage Violations to:

Parks and Recreation
County Department Administering this Contract

(213) 368-5821
County Department Phone Number

OR

Office of Affirmative Action Compliance
Living Wage Hotline
(888) 550-WAGE OR (888) 550-9243

CONDADO DE LOS ANGELES

AVISO A LOS EMPLEADOS SOBRE LA ORDENANZA DE SALARIO DIGNO DEL CONDADO DE LOS ANGELES

Este empleador es un contratista de el Condado de Los Angeles. Este contrato está sujeto a la Ordenanza de Salario Digno (LWO) establecido por la Junta de Supervisores (Código del Condado de Los Angeles, Capítulo 2.201). Si usted es un empleado de jornada completa y presta algún servicio para el Condado conforme a este contrato, se le debe pagar el "salario digno", por las horas que trabaja bajo contrato con el Condado.

ESTOS SON SUS DERECHOS...

El Salario Digno

Si usted es un empleado de jornada completa, se le debe pagar no menos de cualquiera de los dos Salarios Dignos identificados a continuación como Opción 1 o Opción 2:

Opción 1: Se le debe pagar no menos del salario digno de $8.32 por hora, y su empleador debe pagar al menos $1.14 por hora en beneficios médicas, **O**

Opción 2: Se le debe pagar no menos del salario digno de $9.46 por hora:

- Se le debe pagar un salario digno de $9.46 por hora si su empleador no provee beneficios médicas, **o** si su empleador paga menos de $1.14 por hora por sus beneficios médicas.
- El salario digno de $9.46 por hora incluye los $1.14 por hora que le permite a usted adquirir beneficios médicas por su cuenta, si así lo dispone. Si necesita ayuda para encontrar un plan de salud, su empleador podría asistirle.

Represalias

Es prohibido que se le transfiera, se le asigne a un puesto inferior o se le despida por denunciar infracciones con la Ordenanza de Salario Digno. Todo acto de represalia se puede reportar a la Oficina de Acción Afirmativa a la línea telefónica designada para asuntos del salario digno.

Continuidad en el Empleo

Si el Condado de Los Angeles termina el contrato con su actual empleador antes de la fecha de caducidad del mismo y contrata a otra empresa para el mismo servicio, usted posiblemente tendrá el derecho a trabajar con el nuevo contratista, como mínimo durante los primeros 90 días del nuevo contrato.

Crédito Federal Impositivo sobre Ingresos Salariales

Usted puede solicitar el Crédito Federal Impositivo sobre Ingresos Salariales y recibir hasta $3,756.00 por año si reune los requisitos para calificar. Para recibir el formulario, comuníquese con su empleador o al Servicio de Impuestos Internos (IRS) al número gratuito (800) 829-3676.

Para hacer denuncias sobre infracciones a la Ordenanza de Salario Digno favor de llamar al los siguientes teléfonos:

Parques y Recreo	(213) 738-2986
Nombre del Departamento del Condado que administra este contrato	Número de teléfono de dicho departamento

O

Oficina de Acción Afirmativa

Línea Directa para Quejas sobre el Salario Digno:

(888) 550-WAGE o (888) 550-9243

EXHIBIT L

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Parkwood Landscape Maintenance, Inc.

Proposer's Name

16443 Hart Street Van Nuys, California 91406

Business Address

95-4199872

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): **David L. Melito**

Title of Signer (please print or type): **President**

Signature _____ Date _____

Los Angeles County

Safely Surrendered Baby Hotline

(877)BABY SAFE

Toll Free (877) 222-9723

- Call for Information on How to Safely Surrender a Newborn Infant Under the Safely Surrendered Baby Law
- Referrals Provided to Designated Safe Haven Sites
- Referrals Provided to Other Support Services

- Guaranteed Confidentiality
- 7 Days a Week
- 24 Hours a Day
- English and Spanish and 140 Other Languages Spoken

INFO LINE OF LOS ANGELES

INFO LINE of Los Angeles has been in business since 1981
INFO LINE of Los Angeles is an AIRS accredited agency

Calls from the media should be directed to **Thelma Bell or Michele Yoder** at (626) 350-1841

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

The California Safely Surrendered Baby Law:

Allows a distressed birth parent(s) to legally, confidentially, and safely give up their baby.

Provides a safe place for babies.

Protects the parent(s) from arrest or prosecution for abandonment as long as the baby has not been abused or neglected.

Does not require that names be given when the baby is turned over.

Permits parents to bring a baby within 3 days of birth to any Los Angeles County hospital ER or fire station.

State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director

Los Angeles County Board of Supervisors

Gloria Molina
Supervisor, First District

Yvonne Brathwaite Burke
Supervisor, Second District

Zev Yaroslavsky
Supervisor, Third District

Don Knabe
Supervisor, Fourth District

Michael D. Antonovich
Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

No shame.
No blame.
No names.

Newborns can be safely given up at any Los Angeles County hospital emergency room or fire station.

In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs 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, workers 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.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns 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?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts 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 nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed in with a loving family while the adoption process was started.

In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723

www.babysafela.org

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

La Ley de Entrega de Bebés Sin Peligro de California *(California Safely Surrendered Baby Law)*:

Permite a los padres biológicos con dificultades entregar a su recién nacido en forma legal, confidencial y segura.

Brinda un lugar seguro para los bebés.

Protege a los padres del arresto o el procesamiento por abandono, siempre que el bebé no haya sufrido abuso ni negligencia.

No exige que se den a conocer los nombres cuando se entrega al bebé.

Permite a los padres llevar a un bebé a cualquier sala de emergencia de un hospital o a un cuartel de bomberos del Condado de Los Angeles, dentro de los 3 días del nacimiento.

Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora

Consejo de Supervisores del Condado de Los Angeles
Gloria Molina
Supervisora, Primer Distrito
Yvonne Brathwaite Burke
Supervisora, Segundo Distrito
Zev Yaroslavsky
Supervisor, Tercer Distrito
Don Knabe
Supervisor, Cuarto Distrito
Michael D. Antonovich
Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

Sin pena.
Sin culpa.
Sin peligro.

Los recién nacidos pueden ser entregados en forma segura en la sala de emergencia de cualquier hospital o en un cuartel de bomberos del Condado de Los Angeles.

En el Condado de Los Angeles:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿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 del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencia o de un cuartel de bomberos del Condado de Los Angeles. 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 recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar 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 Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé.
Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

En el Condado de Los Angeles:
1-877-BABY SAFE
1-877-222-9723

www.babysafela.org