COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION
"Creating Community Through People, Parks and Programs"
Russ Guiney, Director

January 13, 2009

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:

DEPARTMENT OF PARKS AND RECREATION: APPROVAL OF LANDSCAPE AND GROUND MAINTENANCE SERVICES CONTRACT FOR BOUQUET CANYON ZONES PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972 (SUPERVISORIAL DISTRICT 5) (3 VOTES)

SUBJECT

Request approval of a landscape and ground maintenance services contract with Oakridge Landscape, Inc., and the County of Los Angeles Department of Parks and Recreation in Bouquet Canyon and Shadow Hills, collectively known as the "Bouquet Canyon Zones."

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find the proposed action is categorically exempt from the California Environmental Quality Act.

2. Find that the recommended contract for landscape and ground maintenance services can be more economically performed by an independent contractor than by Los Angeles County employees for Bouquet Canyon (Zone 44) and Shadow Hills (Zone 48).

3. Approve and instruct the Chairman to sign the two-year contract with Oakridge Landscape, Inc., for landscape and ground maintenance services for Bouquet Canyon (Zone 44) and Shadow Hills (Zone 48) for a total maximum contract cost of $83,738 for the first year, the equal amount for the second year of the contract term with three one-year renewal options, at the same rates, for a maximum contract term of five years, on the first day of the month following Board approval.

4. Authorize the Director of Parks and Recreation to exercise the Contract renewal options annually, if in the opinion of the Director the contractor has performed successfully during the previous contract period, and the services are still required and continue to remain cost effective.

5. Authorize the Director of Parks and Recreation to annually expend up to $10,000 for Bouquet Canyon (Zone 44) and $10,000 for Shadow Hills (Zone 48), per year for unforeseen services/emergencies and/or additional work within the scope of the contract, which could increase the total annual contract cost to a maximum of $103,738 per year.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Los Angeles County Department of Parks and Recreation (Department) administers, through its Landscape Maintenance Districts (Districts), 44 separate landscape and ground maintenance zones covering approximately 1,400 acres of natural and irrigated landscaped areas that are funded from benefit assessments on approximately 38,000 parcels pursuant to Landscaping and Lighting Act of 1972 (California Streets and Highways Code Section 22500 et seq.).

The recommended contract is for landscape and ground maintenance services in Bouquet Canyon (Zone 44) and Shadow Hills (Zone 48) areas of the Santa Clarita Valley, which are collectively known as Bouquet Canyon Zones. 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. The recommended action is based upon a finding that an independent contractor can more economically perform the landscape and ground maintenance services of this area.

Implementation of Strategic Plan Goals

The proposed Contract with Oakridge Landscape, Inc. (Contractor), will further the County's Strategic Plan Service Excellence (Goal 1) and Fiscal Responsibility (Goal 4) through the provision of quality maintenance services at a savings over County costs.

FISCAL IMPACT/FINANCING

In accordance with County policy, the Contract contains a cost-of-living adjustment (COLA) provision based on an annual rate as determined by the Chief Executive Office (CEO), whereby the Director of Parks and Recreation (Director), at his sole discretion, may increase the contractor's compensation during the option years. The COLA rate is capped at the lesser of: the most recently published percentage change in the Bureau

of Labor Statistics, Los Angeles-Riverside-Orange County, Consumer Price Index for Urban Consumers for the 12-month period preceding the contract anniversary date; or the general salary movement percentage for County employees for the 12-month period preceding the prior July 1st. The current COLA rate of 3 percent was approved by the CEO on May 27, 2008.

The decision to include the COLA is based on the Department's experience that contractors may incur an increase in costs, such as insurance premiums, fuel, etc., during the option years, which could impact their performance. As a result, this provision allows the Director to review cost information during the option years to determine if COLA is a justified subject to the approval by the CEO. The Department will comply with the newly adopted Board policy to exclude the cost of labor from the base upon which a COLA is calculated, unless the contractor can show that his/her labor cost will actually increase.

To manage unforeseen services and emergency needs affecting the landscape and ground maintenance areas, the Department is recommending that your Board authorize the Director to approve additional services on an as-needed basis within the scope of work up to $10,000 for Bouquet Canyon (Zone 44) and $10,000 for Shadow Hills (Zone 48) through the renewal-option periods.

Although the base Contract amount includes regularly scheduled maintenance activities, the unforeseen service and emergency needs provide for maintenance activities that are not anticipated or do not occur on a regular basis. An individual breakdown of cost is included on Attachment I.

The Proposition A cost analysis indicating that the recommended contracted landscape and ground maintenance services can be performed more economically by the private sector. The annual contract cost, of $96,320.75 represents the contractors direct cost of $83,738,000 plus the Department's indirect cost of $12,582.75 for contract monitoring. This represents an estimated savings of $125,360.71 less than the estimated annual county cost of $221,681.46 to perform similar services for one year. (See Attachments I, II, and III)

The recommended actions will not have an impact on the County's General Fund as the services are funded through special benefit assessments on properties in Bouquet Canyon (Zone 44) and Shadow Hills (Zone 48). Sufficient appropriation is budgeted in the Specials Districts' Fiscal Year 2008–09 budget to fund the costs of the recommended contract and unforeseen service/emergency needs.

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

Operating Budget Impact

There is no impact to the Department's Operating Budget as the recommended actions will result in no net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The term of the contract is for two years and includes a provision whereby the Director may annually extend the contract for up to three one-year option periods for a maximum contract term of five years. The Director may exercise options if, in his opinion, the Contractor has successfully performed in the previous contract period, the services are still required, and the services remain cost effective. The contractor has agreed to pay its full-time employees the new Living Wage rate adopted by your Board on February 13, 2007, and confirms that he/she will comply with the County's Living Wage reporting requirements.

The County's Proposition A and Living Wage Ordinance (LWO) provisions apply to this proposed Contract, as County employees can perform these contracted services. The Contract complies with all of the requirements of the County Code Section 2.201. The Contractor will pay its full-time employees the required $11.84 per hour without health benefits or $9.64 per hour with health benefits of $2.20 per hour, as specified in the LWO amended by the Board on March 15, 2007, and confirms that they comply with the County's Living Wage reporting requirements.

In compliance with the provisions of Los Angeles County Code Sections 2.121.250 through 2.121.420, this Department solicited proposals from private contractors for landscape and ground maintenance services for Bouquet Canyon Zones.

The mandatory requirements for contracting as identified in Section 2.121.380 of the Los Angeles County Code have been met.

Contract monitoring consists of administrative and field audits and evaluations of Contract performance and compliance. This includes, but is not limited to, on-site visits of Contractor's various locations to conduct evaluations of the quality and regulatory payroll system, health benefits, evaluation to ensure that insurance documents are up to date, conducting employee interviews for the LWO and County Jury Service Program

compliance and reporting requirements and for the purposes of maintaining an updated Countywide Contracting database.

The award of this Contract will not result in unauthorized disclosure of confidential information and will be in full compliance with Federal, State, and County regulations.

This Contract contains terms and conditions supporting your Board's ordinances, policies, and programs, including but not limited to: County's Greater Avenues for Independence (GAIN) and General Relief Opportunities for Work (GROW) Programs, Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code Chapter 2.202; Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; and the standard Board-directed clauses that provide for contract termination or renegotiation.

The California State Department of Industrial Relations, Division of Labor Standards Enforcement, has returned its report indicating no negative information on the Contractor.

Oakridge Landscape, Inc. has executed the attached Contract and will provide the required insurance policy prior to the start of this contract naming the County of Los Angeles and Department of Parks and Recreation as additional insured.

County Counsel has approved the Contract as to form.

ENVIRONMENTAL DOCUMENTATION

The approval of this contract is categorically exempt from California Environmental Quality Act (CEQA) in accordance with Section 15301(h) of the State CEQA Guidelines and Class 1(j) of the Environmental Document Reporting Procedures and Guidelines, adopted by your Board on November 17, 1987, because the project involves landscape and ground maintenance of existing landscaping.

CONTRACTING PROCESS

On July 17, 2008, the Department commenced solicitation for landscape and ground maintenance services by posting a notice for this Request For Proposals (RFP) on the County of Los Angeles "Doing Business with Us" website and included a link to download the solicitation package and bilingual instructions on how to contact the Department regarding this RFP. Attachment IV is a listing of Contractors who are registered for landscape services on the Internal Services Department's Website and received notification of this project.

On July 31, 2008, 12 companies attended the Proposer's Conference. On August 26, 2008, the Department received three proposals.

All proposals were reviewed to ensure compliance with mandatory minimum requirements outlined in the RFP. Two proposals having met those requirements were then evaluated by an evaluation committee.

One proposal failed to meet the RFP minimum requirements and was deemed non-responsive by the Department. As a result, the proposer requested and received a debriefing. There were no protests resulting from this solicitation. All proposals having met those requirements were then evaluated by an evaluation committee.

The evaluation committee consisted of three Department employees. The Committee reviewed each proposal for business experience, qualifications, staffing plan requirements, compliance with the Living Wage Program requirements, quality control plan and the ability to accomplish the required landscape and ground maintenance services. Based on these evaluations, it is recommended that the contract for these services be awarded to the highest-rated, most responsive and responsible proposer, Oakridge Landscape, Inc.

Proposition A contracts valued under $1 million are no longer reviewed by the County's Auditor-Controller for cost-effectiveness, as stated in their memo of October 2, 2003. Therefore, the Proposition A cost analysis was performed internally using the guidelines and methodologies consistent with the Auditor-Controller procedures.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not infringe on the role of the County in its relationship to its residents, and the County's ability to respond to emergencies will not be impaired. In addition, the County has determined that it has alternative resources available in the event of a default. This contract will not result in the displacement of any County

personnel, as these services are currently being performed by the private sector. Therefore, there will be no impact to existing staff or service levels.

CONCLUSION

It is requested that an adopted copy of the action taken by your Board and a fully executed copy of the attached contract be mailed to: Mr. Brian Peck, Oakridge Landscape, Inc., 8618 Haskell Avenue, North Hills, California 91343. It is also requested that four adopted copies be forwarded to the Department of Parks and Recreation.

Respectfully submitted,

RUSS GUINEY
Director

RG:KEH:GB
LJ:rc

Attachments

c: County Counsel

EXHIBIT A
PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

Landscaping and Lighting Act District No. 2
Group No. 1: Zone No. 48 (Shadow Hills)

	Frequency	Cost Per Frequency	Annual Cost
IRRIGATED PLANTED SLOPES (Approx. 5.9 acres)			
1. Irrigation Maintenance/Management			
Conventional irrigation, manual/automatic control system. Repair as needed. Scope of work to include but shall not be limited to visual system check including valve box integrity, test for operability, inspect and make adjustments, provide for ongoing repair of system components and respond to intermittent malfunctions and perform backflow certification and maintenance.			
a. Maintain Conventional Irrigation System (Approx. 12 acres of conventional)	**52**	$ 75.00	$ 3,900.00
b. Backflow Certification/Maintenance	**1**	$ 400.00	$ 400.00
2. Fertilization			
a. Mechanically/Hand Broadcast - Balance inorganic 15-15-15 fertilzer within conventional irrigation area in May and September.	**2**	$ 150.00	$ 300.00
3. Weed Control Provide manual/chemical control to keep total area relatively weed free.	**12**	$ 100.00	$ 1,200.00
4. Pruning/Trimming			
a. Shrubs Prune shrubs per approved scheduled.	**2**	$ 7,803.00	$ 15,606.00
b. Ground Cover Trim ground cover as scheduled; January through December.	**4**	$ 1,450.00	$ 5,800.00
c. Trees - Approximately 142 trees *Prune 1/3 of the identified* ***127*** *large size trees* as scheduled, Oct - Feb. * 15 medium size trees are not to be pruned within term of this contract.	**1**	$ 2,032.00	$ 2,032.00
d. Shrub/Ground Cover/Tree Disease Control Provide disease control as needed.	**1**	$ 594.00	$ 594.00
Irrigated Planted Slopes Total On-going Costs per Year			**$ 29,832.00**

EXHIBIT A
PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

Landscaping and Lighting Act District No. 2
Group No. 1: Zone No. 48 (Shadow Hills)

FIRE PROTECTION (Approximately 4.5 acres)

Brush Clearance/Weed Abatement	1	$ 4,950.00	$ 4,950.00

Provide general brush clearance/weed abatement as scheduled in May - June.

Fire Protection Slopes Total On-Going Costs Per Year $ 4,950.00

NATURAL AREA (Approximately 18.5 acre)

Visual inspection	6	$ 200.00	$ 1,200.00

Provide pick-up of trash and remove off site.

Natural Area Visual Inspection and Trash Removal Total On-Going Costs Per Year $ 1,200.00

COST SUMMARY & ESTIMATED HOURS

	Landscape Type	Estimated Hours	Annual Cost
A.	Irrigated Planted Slopes of Conventional Irrigation (approx. 5.9 acres)	1,210	$ 29,832.00
B.	Fire Protection Slopes (approx. 4.5 acres)	198	$ 4,950.00
C.	Natural Area (approx. 18.5 acre)	48	$ 1,200.00
	TOTAL	1,456	$ 35,982.00

County's Estimated Avoidable Costs Compared to Contractor's for LANDSCAPE and GROUND MAINTENANCE SERVICES FOR BOUQUET CANYON ZONES 44 & 48

Attachment I

COUNTY COST

DIRECT

Salaries

Position	Monthly Base Salary	w/ Emp. Benefits	Salaries & Employee Benefits[1]	No. of Positions [2]	No. of Months	Total
Grounds Maintenance Supervisor	4,086.00	6,027.67	5,853.67	0.00	12	$ -
Senior Grounds Maintenance Worker	3,651.55	5,386.77	5,231.27	0.00	12	$ -
Ground Maintenance Worker II	3,313.36	4,887.87	4,746.77	1.18	12	$ 67,214.27
Grounds Maintenance Worker I	2,962.00	4,369.54	4,243.41	1.18	12	$ 60,086.64
Irrigation & Lawn Sprinkler Fitter	4,512.65	6,657.06	6,464.89	0.47	12	$ 36,461.99
Agriculture Chemical Sprayer	4,410.36	6,506.16	6,318.35	0.04	12	$ 3,032.81
Custodian	2,469.00	3,642.27	3,537.13	0.00	12	$ -
Light Tractor Operator	3,581.73	5,283.77	5,131.24	0.00	12	$ -
				2.87		**$ 166,795.71**

1. 5th Step Variance @ 97.1133%
2. Positions reflect annual Hours @ 1764

Vehicle Usage/Fixed Assets [3]	Monthly Base Salary	w/ Emp. Benefits	No. of Units	No. of Miles/Hrs	Cost Per Mile/Hour	Total
Vehicle/Equipment Usage						
1 Ton Dual Crew Cab Truck (____miles/week)			0	-	0.6891	$ -
3/4 ton crew cab (100 miles/week)			2	10,400.00	0.6433	$ 13,380.64
1/2 ton truck (50 miles/week)			2	5,200.00	0.5029	$ 5,230.16
1/2 ton truck sprayer truck (50 miles/week)			2	5,200.00	0.5029	$ 5,230.16
Landscape trailer			0	-	0	$ -
						$ 23,840.96
Fixed Assets (Annualized 7 years)						
1 Ton Dual Crew Cab Pick-up Truck			0			$ -
3/4 ton crew cab			2			$ 9,042.86
1/2 ton truck			2			$ 7,842.86
1/2 ton truck sprayer truck			2			$ 8,000.00
Landscape Equipment Trailer			0			$ -
Toro 580D Mower			0			$ -
Toro 345 (72") Mower			0			$ -
21" Self Propelled Rotary Mower (Honda)			1			$ 152.71
						$ 25,038.42
Services & Supplies						
Equipment Supplies						$ 548.80
Grounds Maintenance						$ 5,457.57
Mowing Supplies						$ -
						$ 6,006.37
Total Services and Supplies/Equipment						**$ 54,885.75**
Indirect Costs						
Avoidable Overhead Contract Admin.						$ -
Avoidable Overhead Agency Admin.						$ -
						$ -

TOTAL ESTIMATED COUNTY AVOIDABLE COSTS [4] **$ 221,681.46**

3. Equipment costs includes the use of a (2) 1/2-ton & (2) 3/4-ton Pick Ups with at rates of $0.6433 & $0.5029 per mile.
4. County's cost to provide the level of service proposed in the RFP

CONTRACTING COSTS

CONTRACTOR'S DIRECT COST		
Employee Salaries and Benefits		$ 61,015.04
Services & Supplies and Equipment		$ 1,963.32
Overhead		$ 13,147.20
Profit		$ 7,612.44
TOTAL CONTRACTOR'S COST [5]		$ 83,738.00
COUNTY INDIRECT COST [6]		
Unavoidable Overhead Contract Admin.	$8,825 x .25=	$ 2,206.25
Unavoidable Overhead Agency Admin.	$41,506 x.25=	$ 10,376.50
TOTAL COUNTY INDIRECT COST		$ 12,582.75

TOTAL CONTRACTING COST (direct cost +indirect cost) **$96,320.75**

ESTIMATED SAVINGS FROM CONTRACTING (TOTAL ESTIMATED COUNTY AVOIDABLE COSTS LESS TOTAL CONTRACTING COSTS) **$125,360.71**

5. Contractor's bid on the RFP.
6. Indirect cost includes monitoring by County field staff.

Oakridge Landscaping, Inc. Proposed Costs by Category

for Bouquet Canyon Zones 44 & 48 Landscape and Ground Maintenance Services

Employee Salaries and Benefits

Position	Full-Time Equivalent	Annual Hours	Hourly Rate	TOTAL
Forman	1.00	1,247	$14.00	$17,458.64
Laborer	3.00	3,679	$11.84	$43,556.40
Total	4.00	4,926		$61,015.04
Employee Benefits				$0.00

Total Employee Salaries and Benefits **$61,015.04**

Services, Supplies, and Equipment

Equipment: (1) 3/4 Ton truck, (1) 72" X mark mower, (1) 48" mower, (1) 4030 tractor, (1) blower, (1) hedge trimmer, (1) line trimmer, (1) edger, (1) 200 gal sprayer, (1) buffer, brooms and dust mops	$807.12
Supplies (Trash bags, Round-up, Fertilizer, Disinfectant, Deodorizer/All purpose Cleaner, Bowl Cleaner, Floor Stripper, Floor wax)	$896.52
Services (trash pick up, weed abatement, pruning)	$259.68

Total Services, Supplies and Equipment **$1,963.32**

Overhead

Insurance, (General Liability, Worker's Comp, Auto, Umbrella)	$6,086.88
Employee Taxes (Social Security, Medicare, State Disability)	$5,155.80
Total Insurance/Employee Taxes	$11,242.68
Administrative: (Accounting, Bookkeeping, Management, Office Equipment, Utilities, Telephone)	$1,904.52
Total Overhead	**$13,147.20**

Profit

$7,612.44

Total Profit **$7,612.44**

TOTAL CONTRACTOR'S COSTS **$83,738.00**

Schedule of Difference Between County and Oakridge Landscape, Inc. Costs by Category
Bouquet Canyon Zones 44 & 48 Landscape and Ground Maintenance Services

Costs by Category	County	Contractor	Difference	Remarks
Staffing				
Grounds Maint. Supervisor	1.18		1.18	
Grounds Maint. Worker II	1.18		1.18	
Grounds Maint. Worker I	0.47		0.47	
Irrigation Lawn Sprinkler Fitter	0.04		0.04	
Ag. Chem. Sprayer			0.00	
Light Tractor Operator		1.00	(1.00)	
Forman		3.00	3.00	
Laboror				
TOTAL	2.87	4.00	4.87	
Salary Costs (County Salaries include 5th Step Variance of 97.1365%)	$166,795.71	$61,015.04	$105,780.67	
Employee Benefits Included with Salary Costs	$0.00	$0.00	$0.00	
Equipment, Services & Supplies	$54,885.75	$1,963.32	$52,922.43	
Taxes & Insurance	$0.00	$11,242.68	($11,242.68)	
Indirect Costs	$0.00	$1,904.52	($1,904.52)	
TOTAL Costs (Less Profit)	$221,681.46	$76,125.56	$145,555.90	
Contractor Profit	$0.00	$7,612.44	($7,612.44)	
TOTAL Costs	$221,681.46	$83,738.00	$137,943.46	
Unavoidable Contracting Costs	$0.00	$12,582.75	($12,582.75)	
TOTAL County vs. Contracting Costs	$221,681.46	$96,320.75	$125,360.71	

LANDSCAPE AND GROUNDS MAINTENANCE VENDORS

AC HORTICULTURE MANAGEMENT
19419 LUDLOW ST, NORTHRIDGE, CA, 62844-2644

ACCENT LANDSCAPE, INC.
PO BOX 3550, GARDENA, CA, 77250-7250

ALD LANDSCAPE & MAINTENANCE
1350 W 228TH ST. #6, TORRANCE, CA, 90501

AMERICAN GOLF CORPORATION
19800 S. MAIN STREET, CARSON, CA, 90745

AZTECA LANDSCAPE
1927 E ACACIA STREET, ONTARIO, CA, 91761

BENNETT ENTERPRISES INC
25889 BELLE PORTE AVENUE, HARBOR CITY, CA, 90710

BRIGADIER CORP.
915 W. FOOTHILL BL. #C-403, CLAREMONT, CA, 91711

CACHO LANDSCAPE
711 TRUMAN ST, SAN FERNANDO, CA, 91340

CALIFORNIA CONSERVATION CORPS
11401 BLOOMFIELD AVE., BOX 9, NORWALK, CA, 02015-2015

CAM SERVICES
5864 SELMARAINE DR, CULVER CITY, CA, 06120-6120

CHRYSALIS CENTER/DBACHRYSALIS WORKS
CHRYSALIS WORKS, 1853 LINCOLN BLVD, SANTA MONICA, CA, 90404

COMMERCIAL TREE CARE
24885 SAN FERNANDO RD, UNIT. B, NEWHALL, CA, 11513-1513

COMPLETE GARDENING & LANDSCAPECG&L
P.O. BOX 1862, 703 W. CARTER DR, GLENDORA, CA, 91740

CREATIVE CONCEPTS LANDSCAPE MGMT INC.
4118 LA CRESCENTA AVE, LA CRESCENTA, CA, 43809-3809

CUT N EDGE INC.
PO BOX 4457, VALLEY VILLAGE, CA, 70457-0457

DIVERSIFIED MAINTENANCESERVICES, INC.
145 PASADENA AVE, SOUTH PASADENA, CA, 02917-2917

E P MAINTENANCE
16202 ALPINE PLACE, LA MIRADA, CA, 90638

ENVIRONMENTAL MAINTENANCE CO
10950 SOUTH CENTRAL AVENUE, LOS ANGELES, CA, 90059

FAREAST LANDSCAPE
PO BOX 950351, MISSION HILLS, CA, 50351-0351

FRANK MATTISON LANDSCAPE
43759 15TH ST. W., # 217, LANCASTER, CA, 44754-4754

GARDNER TRACTOR SERVICE
10552 CHESTNUT AVE, STANTON, CA, 02441-2441

GENERAL SECURITY SERVICE INC
14009 CRENSHAW BLVD, # D, HAWTHORNE, CA, 07816-7816

GOMEZ LANDSCAPE DESIGN
23932 CLARINGTON DR, WEST HILLS, CA, 91304

GOODWILL SO CALIF-VALLEY
14565 LANARK ST, PANORAMA CITY, CA, 24903-4903

GREEN TECH
13128 TELEGRAPH RD., STE. G1, SANTA FE SPRINGS, CA, 06638-6638

GREEN TIPS GARDENING
732 NORTH ELSPETH WAY, COVINA, CA, 23244-3244

GROUNDWORKS LANDSCAPE INC
111 EAST 220TH ST, CARSON, CA, 90745

JOHNSON CONTROLS INC
7315 N. ATLANTIC AVE, CAPE CANAVERAL, FL, 03721-3721

JUAN MUNOZ JM LANDSCAPING
JM LANDSCAPING, P.O. BOX 2073, BURBANK, CA, 91507

L. BARRIOS & ASSOCIATES, INC.
302 E. FOOTHILL BLVD, STE. 101, SAN DIMAS, CA, 31259-1259

LAND CREATIONS
15267 COBALT ST, SYLMAR, CA, 91342

LANDSCAPE ASSOCIATES INC
16251 N. FILBERT STREET, SYLMAR, CA, 91342

LIMCO
412 DE LA VINA ST, SANTA BARBARA, CA, 13418-3418

MARIPOSA HORTICULTURAL ENTERPRISES, INC.
15529 ARROW HWY, IRWINDALE, CA, 62002-2002

MOSS AMERICA COMPANIES
PO BOX 5795, BEVERLY HILLS, CA, 95795-5795

NEW GENERATIONLANDSCAPE CO., INC.
16042 BASSETT ST, VAN NUYS, CA, 64805-4805

NEW VISION
1436 ORCHARD ST. #A, SANTA PAULA, CA, 93060

NOON PRODUCTIONS, LLC
P. O. BOX 802874, SANTA CLARITA, CA, 91380

OAKRIDGE LANDSCAPE INC
8618 HASKELL AVE, NORTH HILLS, CA, 91343

OROZCO LANDSCAPE AND TREE CO.
11194 PIPELINE AVE, POMONA, CA, 64056-4056

PANAMERICAN LANDSCAPING
4570 VAN NUYS BLVD. # 284, , SHERMAN OAKS, CA, 32913-2913

PARKWOOD LANDSCAPE MAINT., INC
15443 HART ST, VAN NUYS, CA, 91406

PLANT TERRA LANDSCAPE INC
13913 LA CASCADA CT, BAKERSFIELD, CA, 48354-8354

POWERLAND EQUIPMENT, INC.
27943 VALLEY CENTER RD, VALLEY CENTER, CA, 26547-6547

QQEST ASSET MANAGEMENT LLC
9350 SOUTH 150EAST SUITE 130, SANDY, UT, 84070

REAL ESTATE CONSULTING &SERVICES, INC.
635 E. 1ST ST, # 418, TUSTIN, CA, 03417-3417

RMT GOLF & SPORT
26517 CALLE LORENZO, SAN JUAN CAPO, CA, 51672-1672

RONS HAULING & CLEANUP SERVS
PO BOX 2387, NORTH HILLS, CA, 91393

S.C. YAMAMOTO, INC.
2001 EMERY AVE, LA HABRA, CA, 15777-5777

SIERRA WEST LANDSCAPE CO.
PO BOX 787, POMONA, CA, 90787-0787

SIMON'S POWER EQUIPMENT, INC.
12117 VANOWEN ST, NORTH HOLLYWOOD, CA, 55652-5652

SPRAGUE CONSULTANTS, INC.
30251 GOLDEN LANTERN, SUITE E##90, LAGUNA NIGUEL, CA, 75993-5993

STEVENS TREE EXPERTS
2570 E. WALNUT ST, STE. A, PASADENA, CA, 73722-3722

SYSTEMS MANAGEMENT, INC.
1635 N. LAKE AVE, PASADENA, CA, 42321-2321

TORIBIO'S LANDSCAPE
1638 SUNFLOWER AVENUE, GLENDORA, CA, 91740

TREE PRESERVATION, INC.
1146 N. CENTRAL AVE., #531, GLENDALE, CA, 91202

TRUGREEN LANDCARE
1323 W. 130TH ST, GARDENA, CA, 71503-1503

TRUGREEN LANDCARE
1367 W. 9TH ST, UPLAND, CA, 65712-5712

TRUGREEN LANDCARE
7755 DEERING AVE, CANOGA PARK, CA, 45653-5653

TRUGREEN LANDCARE
1150 W. TRENTON AVENUE, ORANGE, CA, 92867

UNITED PACIFIC SERVICES
1601 W. MISSION BLVD, POMONA, CA, 61243-1243

VALLEY LIGHT INDUSTRIES INC
5358 IRWINDALE AVE, UNIT B, BALDWIN PARK, CA, 91706

VILLA ESPERANZA SERVICES
2116 E. VILLA ST, PASADENA, CA, 72435-2435

WOODS MAINTENANCE SERVICESINC
GRAFFITI CONTROL, 7260 ATOLL AVE, NO HOLLYWOOD, CA, 54104-4104

WURZEL LANDSCAPE
3214 OAKDELL RD, STUDIO CITY, CA, 44221-4221

Revised February 2007

CONTRACT
BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF PARKS AND RECREATION

AND

_____

FOR

LANDSCAPE AND GROUND MAINTENANCE SERVICES
SPECIAL DISTRICTS

GROUP 1: BOUQUET CANYON ZONES 44 &48

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A -1 UNIT PRICE LIST (See Appendix C, Exhibit 15)

B STATEMENT OF WORK (See Appendix B) .....

C PREVAILING WAGE DETERMINATIONS (See Appendix D) .....

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CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
OAKRIDGE LANDSCAPE, INC.
FOR
LANDSCAPE AND GROUND MAINTENANCE SERVICES
BOUQUET CANYON ZONES 44 & 48

This Contract and Exhibits made and entered into this February day of _____, 2009, by and between the County of Los Angeles, hereinafter referred to as the County, and OAKRIDGE LANDSCAPE, INC., hereinafter referred to as the Contractor.

RECITALS

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

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

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

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

1.0 APPLICABLE DOCUMENTS

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

1.1 EXHIBIT A - Pricing and Billing Schedule and Performance Frequencies

1.2 EXHIBIT A -1 Unit Price List

1.3 EXHIBIT B - Statement of Work

1.4 EXHIBIT C - Prevailing Wage Determinations

1.5 EXHIBIT D – Contractor's EEO Certification

1.6 EXHIBIT E – Public Payroll Reporting Forms

1.7 EXHIBIT F - Contractor's Quality Control Plan

1.8 EXHIBIT G - IRS Form 1015

1.9 EXHIBIT H - Jury Service Ordinance

1.10 EXHIBIT I – Safely Surrendered Baby Law

1.11 EXHIBIT J - Living Wage Ordinance

1.12 EXHIBIT K - Monthly Certification for Applicable Health Benefits Payment

1.13 EXHIBIT L – Payroll Statement of Compliance

1.14 EXHIBIT M - Employee Living Wage Notice Handout (Eng/Span)

1.15 EXHIBIT N - Contractor Acknowledgement and Confidentiality Agreement

2.0 DEFINITIONS

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

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

2.2 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by this Contract.

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

2.4 **Contractor Contract Manager:** The individual designated by the Contractor to administer the Contract operations after award of the Contract.

2.5 **County Contract Monitor:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.

2.6 **County Contract Manager:** Person designated by the Director with authority to manage the operations related to this Contract, or his/her authorized representative.

2.7 **Department:** The County of Los Angeles Department of Parks and Recreation acting on behalf of the County for matters relating to this Contract.

2.8 **Director:** The Director of the Department of Parks and Recreation, County of Los Angeles, acting on behalf of the County on contractual or administrative matters relating to the enforcement of this Contract, or his authorized representative(s).

2.9 **Monthly Contract Sum:** The amount of one-twelfth (1/12) of the total annual amount of compensation, or a prorated monthly amount, to be paid by the County for services rendered by the Contractor under the terms and conditions of this Contract.

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

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

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

3.0 CONTRACTOR SERVICES

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

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

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

4.0 TERM OF CONTRACT

4.1 The term of this Contract shall be for two (2) years commencing February 1, 2009, following the Board of Supervisors' approval, and continuing through January 31, 2011, unless terminated sooner or extended, in whole or in part, as provided in this contract.

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

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

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

notification to the Department at the address herein provided in Subparagraph 9.31, Notices, of this Contract.

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

5.0 CONTRACT SUM

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

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

5.3 In no event shall the Contractor be entitled to compensation exceeding the total contract amount unless the Contract is amended in writing pursuant to Section 8.0, Change Notices and Amendments.

5.4 Cost of Living Adjustment (COLA)

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

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

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

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

5.6 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Director at the address herein provided under Subparagraph 9.31, Notices, of this Contract.

5.7 Invoices and Payments

5.7.1 The Contractor shall invoice the County monthly in arrears for providing the tasks, deliverables, goods, services, and other work specified in Exhibit B, Statement of Work and priced in accordance with Exhibit A, P ricing, Billing and Performance Frequencies Schedule.

5.7.2 The Contractor shall present two (2) copies of the monthly invoice for work performed during the preceding month. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. Said invoices shall include all required certifications and reports as provided for in this Contract, including Subparagraph 10.1, Compliance with the County's Living Wage Program, and Exhibit J, Statement of Work, Section 3.0, Certifications/Reports. No invoice will be approved for payment unless the required subject documents identified hereinabove are included with the invoice.

5.7.3 The Contractor shall submit the monthly invoices to the County on or before the 15th calendar day of each month in the amount of one-twelfth (1/12) of the total annual amount of compensation, or a prorated monthly amount, to be paid by the County for services rendered by the Contractor under the terms and conditions of this Contract. Said payment shall be made within thirty (30) days upon receiving a properly prepared and correct invoice, providing that all work performed during the preceding month has been inspected and accepted by the Director and that applicable certifications and reports have been submitted in accordance with the provisions of this Contract.

5.7.4 All invoices submitted by the Contractor for payment must have the written approval of the Director prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. The Contractor shall look for

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

5.7.5 Local Small Business Enterprises – Prompt Payment Program

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

6.0 ENFORCEMENT OF CONTRACT

6.1 The Director shall be responsible for the enforcement of this Contract on behalf of the County and shall be assisted therein by those officers and employees of the County having duties in connection with the administration thereof. The Director hereby reserves the right to: (a) assign such personnel as are needed to serve as Contract Monitor(s) in order to inspect and review the Contractor's performance of, and compliance with, all contractual services, duties, obligations, responsibilities, administrative procedures and staffing as set forth in this Contract, and (b) require the Contractor to provide such written documentation and/or regular reports as the Director deems necessary to verify and review the Contractor's performance under this Contract.

6.2 The County reserves the right to perform inspections at any time for the purpose of maintaining the Contractor's compliance with all Contract terms and conditions and performance standards.

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

6.4 In the event the County commences legal proceedings for the enforcement of this Contract or recovery of the premises herein, the Contractor does hereby agree to pay any sum which may be awarded to

the County by the Court for attorney's fees and costs incurred in the action brought thereon.

7.0 CONTRACTOR'S STAFF

7.1 At any time prior to or during the term of this Contract, the County may require that all of the Contractor's staff performing work under this Contract undergo and pass, to the satisfaction of the County, a background investigation, as a condition of beginning and continuing to work under this Contract. The County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the sole expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

7.2 The Contractor shall provide sufficient personnel to perform all work in accordance with the specifications set forth herein. The Contractor's employees, whether assigned to any one facility or as part of a crew serving any number of facilities, shall include at least one individual who speaks and comprehends the English language.

7.3 The Contractor shall designate a person who will be able to respond to emergencies after normal business hours. Designee shall be available for notification through a cell phone, answering service, beeper or electronic mail communication device to receive or respond to emergency situations.

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

7.5 The Director may at any time give the Contractor written notice to the effect that the conduct or action of a designated employee of the Contractor is, in the reasonable belief of the Director, detrimental to the interest of the public patronizing the premises. The Contractor shall meet with the Director or his authorized representative to consider the appropriate course of action with respect to the matter and the Contractor

shall take reasonable measures under the circumstances to assure the Director that the conduct and activities of the Contractor's employee(s) will not be detrimental to the interest of the public patronizing the premises.

7.6 The Director may require the Contractor to establish an identification system for personnel assigned to the facilities which clearly indicates to the public the name of the Contractor responsible for the landscape maintenance services. The identification system shall be furnished at the Contractor's expense and may include, but not be limited to, appropriate attire and/or name badges as specified by the Director.

7.7 The Contractor shall require each of his employees to adhere to basic public works standards of working attire. These are basically: uniforms, proper shoes and other gear as required by State Safety Regulations, and the proper wearing of the clothing. Shirts shall be worn at all times and shall be buttoned.

7.8 The Contractor shall provide readily available transportation or access within 300 ft to toilet facilities to employees who are working in the field during normal business hours for the duration of the contract term. In the event that the Contractor provides a toilet structure for its employees, the toilet structure must be clean and in good working order and supplied with adequate toilet supplies.

7.9 **Confidentiality**

7.9.1 The Contractor shall maintain the confidentiality of all records obtained from the County under this Contract in accordance with all applicable Federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

7.9.2 The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

7.9.3 The Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit N.

8.0 CHANGE NOTICES AND AMENDMENTS

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

8.1 A Change Notice shall be prepared, and executed by the Contractor and the Director for any changes, deemed by the Director as necessary for the proper landscape maintenance of the area, and which affect the Contractor's service requirements set forth in Exhibit B, and any corresponding changes in the Contract Sum, not to exceed the annual contract amount plus Thousand Dollars. (Special District percentage amt to be determined)

8.2 For any change which affects any other term or condition included in this Contract, or any changes in the Contractor's service requirements as set forth in Exhibit B that exceeds the annual contract amount plus ten percent (10%), (Special District percentage amt to be determined) excluding the provisions of Paragraph 5.4 (COLA) hereinabove, an Amendment shall be prepared therefore, executed by the Contractor, and thereafter by the County's Board of Supervisors.

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

8.4 The Director may, at his sole discretion, authorize extensions of time as defined in Section 4.0, Term of Contract, of this Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the periods of such extensions. To implement an extension of time, a "Notice to Extend" letter shall be prepared and executed by the Director.

9.0 STANDARD TERMS AND CONDITIONS

9.1 ASSIGNMENT AND DELEGATION

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

9.1.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

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

could pursue in the event of default by the Contractor.

9.2 AUTHORIZATION WARRANTY

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

9.3 BUDGET REDUCTIONS

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

9.4 COMPLAINTS

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

9.4.2 During the term of this contract, the Contractor shall maintain an office located in the Los Angeles Metropolitan Area. In addition, the Contractor shall maintain a telephone at the office that is listed in the telephone directory in its own name or in the firm name by which it is most commonly known.

9.4.3 During normal business hours, Contractor shall have a responsible employee(s) to receive all inquiries and complaints that may be received from the Director, County personnel or patrons using the facilities and take the necessary action. An answering service shall be considered an acceptable substitute to full-time coverage, provided the Contractor is advised of any complaint within one (1) hour of receipt of such complaint by the answering service. The Contractor's employee(s) responsible for providing the landscape maintenance services shall be available for notification through cell phone, answering service, beeper or electronic mail communications during normal business hours.

9.4.4 During normal days and hours of operation, whenever immediate action is required to prevent impending injury, death or property damage to the facilities being maintained, the County may, after a reasonable attempt to notify the Contractor, cause such action to be taken by the County work force and shall charge the cost thereof as determined by the Director, against the Contractor, or may deduct such cost from an amount due to the Contractor from the County.

9.4.5 The Contractor shall maintain a written log of all complaints. The log shall include the name of the employee logging the complaint, the date and time of the complaint, the facility where the complaint is about, a description of the complaint, the name and address of the complainant, and the action taken or the reason for non-action. The log of complaints shall be submitted monthly with the Contractor's invoice and shall be open to the inspection of the Director at all reasonable times.

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

9.4.7 The Contractor or his/her designated person shall ensure that emergency calls can be received after normal business hours on a 24 hour, 7 day a week basis. The Contractor or his/her designee shall maintain a cell phone, answering service, beeper or electronic mail communication device to receive and respond to all calls in the event of an emergency.

9.5 COMPLIANCE WITH APPLICABLE LAW

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

9.5.2 The Contractor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

9.6 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed,

color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D, Contractor's EEO Certification.

9.7 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

9.7.1 Jury Service Program

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

9.7.2 Written Employee Jury Service Policy

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate

sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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

Contractor continues to qualify for an exception to the Program.

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

9.8 CONFLICT OF INTEREST

9.8.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

9.8.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Contract.

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

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

9.10 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

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

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

9.11 CONTRACTOR RESPONSIBILITY AND DEBARMENT

9.11.1 Responsible Contractor

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

9.11.2 Chapter 2.202 of the County Code

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

9.11.3 Non-responsible Contractor

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

9.11.4 Contractor Hearing Board

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

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

Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

9.11.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

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

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

Contractor's place of business. The County's Child Support Services Department will supply the Contractor with the poster to be used.

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

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

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

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

9.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support,

pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

9.15 COUNTY'S QUALITY ASSURANCE PLAN

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

9.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

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

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

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

9.17 EMPLOYMENT ELIGIBILITY VERIFICATION

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

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

9.18 FACSIMILE REPRESENTATIONS

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

9.19 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.

9.20 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 in the County of Los Angeles.

9.21 INDEPENDENT CONTRACTOR STATUS

9.21.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

9.21.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

9.21.3 The Contractor understands and agrees that all persons

performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

9.22 INDEMNIFICATION

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

9.23 INSURANCE REQUIREMENTS, GENERAL

Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its Subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Such coverage shall be provided and maintained at the Contractor's own expense.

9.23.1 Evidence of Insurance:

Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to the Director, Attention: Contracts, Golf and Special Districts Division, 301 North Baldwin Avenue, CA 91007-2697 prior to commencing services under this Contract. Such certificates or other evidence shall:

a. Specifically identify this Contract Number.

b. Clearly evidence all coverages required in this Contract.

c. Contain the express condition that the 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 the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the 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.

9.23.2 Insurer Financial Ratings:

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.

9.23.3 Failure to Maintain Coverage: Failure by the Contractor to 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 the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach.

9.23.4 Notification of Incidents, Claims or Suits: Contractor shall

report to the 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 the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.

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

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

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

9.23.5 Compensation for County Costs: In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

9.23.6 Insurance Coverage Requirements for Subcontractors: The Contractor shall ensure any and all Subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

a. The Contractor providing evidence of insurance covering the activities of Subcontractors, or

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

9.24 INSURANCE COVERAGE REQUIREMENTS

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

9.24.2 Automobile Liability written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than $1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

9.24.3 Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. If the 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 the Contractor is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	$1 million
Disease - policy limit:	$1 million
Disease - each employee:	$1 million

9.24.4 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:

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

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

9.25 INTERPRETATION OF MAINTENANCE SPECIFICATIONS

9.25.1 Should any misunderstanding arise, the Director will interpret this Contract. If the Contractor disagrees with the interpretation of the Director, the Contractor shall continue with the work in accordance with the Director's interpretation. Within thirty (30) days after receipt of the interpretation, the Contractor may file a written request for a hearing before a Disputes Review Panel as provided hereinafter. The written request shall outline in detail the area of dispute.

9.25.2 The Disputes Review Panel will be appointed by the Director and will be composed of not less than three County personnel having experience in the administration of landscape maintenance contracts. The panel will convene within one (1) week of appointment in order to hear all matters related to the dispute. The hearing will be informal and formal rules of evidence will not apply. The Panel will submit its recommendation to the Director, for his consideration, within one (1) week following the conclusion of the hearing. The Director shall render an interpretation based upon his review of the Panel's recommendation.

9.26 NONDISCRIMINATION AND AFFIRMATIVE ACTION

9.26.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all

applicable Federal and State anti-discrimination laws and regulations.

9.26.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D, Contractor's EEO Certification.

9.26.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

9.26.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.

9.26.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

9.26.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Subsection 9.26 when so requested by the County.

9.26.7 If the County finds that any provisions of this Subsection 9.26 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

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

9.27 NON EXCLUSIVITY

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

9.28 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party, as set forth in Sub-paragraph 9.31 below and by facsimiles, electronic mail and telephone call as set forth herein:

Notice to the County:	Notice to the Contractor:
Patrick Malekian	Brian Peck
Phone: (661) 294-3509	(818) 891-0468
Fax: (661) 294-7907	(818) 892-9273
Email: PMelekian @parks.lacounty.gov	Brian@oakridgelandscape.net

9.29 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. The notice is set forth in Exhibit G of this Contract.

9.30 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. The fact sheet is set forth in Exhibit I (Safely Surrendered Baby Law) of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

9.31 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid. The address to be used for any given notice served by mail upon the Contractor shall be Oakridge Landscape, Inc, Attention: Brian Peck 8618 Haskell Avenue, North Hills, CA 91343. Any notice served by mail upon the County shall be addressed to the Department of Parks and Recreation, County of Los Angeles, Attention: Contracts, Golf & Special

Districts Division, 301 North Baldwin Avenue, Arcadia, CA 91007-2697, or such other place as may hereinafter be designated in writing to the Contractor by the Director. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Director shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

9.32 PREVAILING WAGES

In accordance with the provisions of Article 2, Chapter 1, Part 7, Division 2 of the Labor Code, the State Department of Industrial Relations has ascertained the prevailing rate of per diem wages in the locality wherein the work is to be performed to be paid each craft or type of worker or mechanic needed to properly perform and complete the contemplated work. The Prevailing Wage for Landscape Laborers is set forth in Exhibit C of this Contract and the prevailing wage determination rates issued by the State Department of Industrial Relations for other craft or type of worker or mechanic that may be utilized to perform the specified work is on file with the Los Angeles County Department of Parks and Recreation, Project Management Agency, and all of these rates will apply to any Contract entered into pursuant thereto. Under the terms of the aforementioned sections, it will be required that no less than the rates so ascertained and set forth shall be paid to all laborers, workers or mechanics employed or engaged in said work. For each person so employed or engaged whether by the Contractor or any subcontractor under him who is paid at a rate less than that specified for the particular work performed, the Contractor shall forfeit to the County as a penalty the sum of Twenty-Five Dollars ($25) for each day or portion thereof for which said person was paid less than the specified prevailing wage. The provisions of Section 1775 of the Labor Code shall be complied with by the Contractor. Wages to be paid apprentices employed or engaged in the contemplated work shall be determined in the manner provided by Section 1777.5 of the Labor Code.

9.33 PUBLIC RECORDS ACT

9.33.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Subsection 9.35, Record Retention and Inspection/Audit Settlement, of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary." The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

9.34 PUBLICITY

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

conditions:

a. The Contractor shall develop all publicity material in a professional manner; and

b. During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the Director. The County shall not unreasonably withhold written consent.

9.34.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Subparagraph 9.34 shall apply.

9.35 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's

option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

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

9.35.2 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 9.35 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

9.35.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than the payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

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

County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

9.36 RECYCLED BOND PAPER

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

9.37 REMEDIES/LIQUIDATED DAMAGES

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

9.37.2 If the Director determines that there are deficiencies in the performance of this contract that the Director deems are correctable by the Contractor over a certain time span, the Director will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the said specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is 3% of the monthly maintenance

amount or One Hundred Dollars ($100) per day, whichever is greater and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by completion of the work by an alternate source, whether it be County forces or a separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County. The action above shall not be construed as a penalty but as an adjustment of payment to the Contractor to recover County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

9.37.3 In addition to the remedies provided heretofore, this Contract may be terminated per Subsection 9.42, Termination for Default, of the Contract upon the Contractor's failure to correct deficiencies in a timely manner.

9.37.4 Contractor shall repair or replace damages according to the maintenance practices as identified in Exhibit B-1, Statement of Work, Section 5, Contractor's Damages.

9.37.5 This Subparagraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in Subparagraph 9.37.2 above, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

9.38 RIGHT OF ENTRY

9.38.1 In the event this Contract is suspended or terminated in whole or in part, by the Board of Supervisors, the Board of Supervisors may instruct the Director to assume the responsibility of said Contract, employ the necessary workers, purchase materials and

supplies as may be necessary for the proper performance of the work contracted. For the purpose of satisfying and/or mitigating damages arising from a breach of this Contract, any excess costs as determined by the Director, arising therefrom over and above the compensation set forth within this Contract, may be charged against the Contractor.

9.38.2 In the event of such suspension or termination, all moneys due to Contractor or retained as security under the terms of this Contract shall be retained by the County; but such retention will not release the Contractor from liability for failure to perform under the terms of this Contract.

9.38.3 If in the sole discretion or judgment of the Director, and in accordance with Subparagraph 9.37, Remedies/Liquidated Damages, of this Contract, the Contractor and/or its employee(s) are not properly performing the services required under this Contract, then the Contractor and/or all of its employees may be temporarily replaced by County personnel and payment to be made by the County may be suspended while the matter is being investigated. In addition, the total cost as determined by the Director, incurred by County personnel shall be deducted and forfeited from the monthly payment to the Contractor from the County.

9.39 SUBCONTRACTING

9.39.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance written approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

9.39.2 If the Contractor desires to subcontract, the Contractor shall provide the following information along with its written request to subcontractor promptly at the County's request:

a. 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.
d. The Contractor shall ensure delivery of all such documents to the Department at the address provided in Subsection 9.31, Notices, before any subcontractor employee may perform any work hereunder.

9.39.3 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

9.39.4 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.

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

9.39.6 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

9.39.7 In the event Director should consent to subcontracting:

a. each and all of the provisions of this Contract and any amendment thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective parties; and
b. the Contractor shall include in all subcontracts the following provision: "This Contract is a subcontract under the terms and

conditions of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."

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

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

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

Failure of the Contractor to maintain compliance with the requirements set forth in Subparagraph 9.14, Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Subparagraph 9.42, Termination for Default, and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

9.41 TERMINATION FOR CONVENIENCE BY COUNTY

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

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

a. Stop work under this Contract on the date and to the extent specified in such notice, and

b. Complete performance of such part of the work as shall not have been terminated by such notice.

9.41.3 After receipt of a Notice of Termination, the Contractor shall submit to the Director, in the form and with the certification as may be prescribed by the County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of the Contractor to submit its termination claim and invoice within the time allowed, the County may determine, on the basis of information available to the County, the amount, if any, due to the Contractor in respect to the termination, and such determination shall be final. After such determination is made, the County shall pay the Contractor the amount so determined.

9.41.4 Subject to the provisions of the paragraph immediately above, the County and the Contractor shall negotiate an equitable amount to be paid to the Contractor by reason of the total or partial termination of work pursuant to this clause which amount may include a reasonable allowance for profit on services rendered but shall not include an allowance on services terminated. The County shall pay the agreed amount, provided that such amount shall not exceed the total funding obligated under this Contract as reduced by the amount of payments otherwise made and as further reduced by the contract price of services not terminated.

9.41.5 In the event that, following service of the Notice of Termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the

provisions of this clause, that the default was excusable under provisions of this clause, or the Contractor has, to the satisfaction of the Director, cured any default, the Director shall issue, within five (5) business days, a rescission of the Notice of Termination, and the rights and obligations of the parties shall be the same as if the Notice of Termination had not been issued.

9.42 TERMINATION FOR DEFAULT

9.42.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, in the following circumstances:

a. The Contractor has materially breached this Contract;

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

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

9.42.2 Upon the occurrence of Subparagraph 9.42.1, this Contract shall be subject to termination. As a condition precedent thereto, the Director shall give the Contractor a minimum of three (3) days notice by registered or certified mail or personal service of the date set for termination thereof; the grounds therefor; and that an opportunity to be heard thereon will be afforded on or before said termination date, if request is made therefor.

9.42.3 Notwithstanding the above, the Director, in his/her sole discretion, may refrain from recommending immediate termination of this Contract for default if the Director, in his/her sole discretion, determines that the default is capable of being cured and (1) the

Contractor cures its default within a five (5) day period after notice is given, or (2) if the default cannot reasonably be cured within the five (5) days after notice is given, the Contractor reasonably commences to cure its default within the five (5) day period and diligently and in good faith continues to cure the default. If the Contractor fails to cure the default to the Director's satisfaction, the Director shall recommend termination for default to the Board of Supervisors.

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

9.42.5 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Subparagraph 9.42.4 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of a public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by

the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Subparagraph 9.42.5, the term "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

9.42.6 In the event the County terminates this Contract in its entirety due to the Contractor's default as provided in Subparagraph 9.42.1, the Contractor and the County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the County's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Contractor and the County agree that the County shall, at its sole option and in lieu of the provisions of Subparagraph 9.42.2, be entitled to liquidated damages from the Contractor, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars ($5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the County for such actual damages. This amount of liquidated damages shall be either paid by the Contractor to the County by cash payment upon demand or, at the sole discretion of the Director, or designee, deducted from any amounts due to the Contractor by the County, whether under this Contract or otherwise.

- These liquidated damages shall be in addition to any credits, which the County is otherwise entitled to under this Contract, and the Contractor's payment of these liquidated damages shall not in any way change, or affect the provisions of Subsection 9.22, Indemnification.

9.42.7 In the event that, following service of the Notice of Termination of this Contract under the provisions of this Subparagraph 9.42, it is determined for any reason that the Contractor was not in default

under the provisions of this Subparagraph 9.42, that the default was excusable under provisions of this Subparagraph 9.42, or Contractor has, to the satisfaction of the Director, cured any default, the Director shall issue, within five (5) business days, a rescission of the Notice of Termination, and the rights and obligations of the parties shall be the same as if the Notice of Termination had not been issued.

9.42.8 The rights and remedies of the County provided in this Subparagraph 9.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

9.43 TERMINATION FOR IMPROPER CONSIDERATION

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

9.43.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

9.44 TERMINATION FOR INSOLVENCY

9.44.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

a. Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

b. The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;

c. The appointment of a Receiver or Trustee for the Contractor; or

d. The execution by the Contractor of a general assignment for the benefit of creditors.

9.44.2 The rights and remedies of the County provided in this Subsection 9.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

9.45 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

9.46 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.

9.47 TERMINATION UPON TRANSFER OF TITLE, MAINTENANCE RESPONSIBILITY OR PARK CLOSURE

Notwithstanding any other provision of this Contract, the County reserves the right to transfer maintenance responsibility of Bouquet Canyon Zones 44 and 48 back to a homeowners association, in which zone(s) is assigned.

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

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

9.47.1.2 Delete transferred maintenance responsibility portion(s) of the facility from the Contract or, provided there is consent by an assignee, assign the portion(s) of the Contract dealing with the transferred portion(s) of the landscape maintenance responsibility to said assignee and reduce the Contract sum pro tanto. The

County shall provide the Contractor with notice of deletion or assignment of said portion(s) of zone(s) from this Contract pursuant to this provision.

9.48 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.

9.49 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Subparagraph 9.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

9.50 WARRANTY AGAINST CONTINGENT FEES

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

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

10.0 UNIQUE TERMS AND CONDITIONS

10.1 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM

10.1.1 Living Wage Program:

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as Exhibit J and incorporated by reference into and made a part of this Contract.

10.1.2 Payment of Living Wage Rates.

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

benefits, the Contractor shall be required to pay its Employees the higher hourly living wage rate.

2. For purposes of this Sub-paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall be subject to the provisions of this Sub-paragraph. The provisions of this Subparagraph shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual, who is an employee of the Contractor under the laws of California, and who is providing full-time services to the Contractor, some or all of which are provided to the County under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.
3. If the Contractor is required to pay a living wage when the Contract commences, the Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.
4. If the Contractor is not required to pay a living wage when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for an exception to the Living Wage Program. In either event, the Contractor shall immediately be required to commence paying

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

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

10.1.3 Contractor's Submittal of Certified Monitoring Reports.

The Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified

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

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

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

County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

10.1.5 County Auditing of Contractor Records.

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of five (5) years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

10.1.6 Notifications to Contractor and Employees.

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

10.1.7 Enforcement and Remedies.

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

1. Remedies For Submission of Late or Incomplete Certified Monitoring Reports. If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In

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

a. Withholding of Payment. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until the Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

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

c. Termination. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring

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

2. Remedies for Payment of Less Than the Required Living Wage. If the Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights or remedies:

   a. Withholding Payment. If the Contractor fails to pay one or more of its employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

   b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the

Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of $50 per Contractor's employee per day for each and every instance of an underpayment to Contractor's employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

c. Termination. The Contractor's continued failure to pay any of its employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

3. Debarment. In the event the Contractor breaches a requirement of this Subsection, the County may, in its sole discretion, bar the Contractor from the award of future County contracts as described in Section 9.11.

10.1.8 Use of Full-Time Employees.

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

10.1.9 Contractor Retaliation Prohibited.

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

10.1.10 Contractor Standards.

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

10.1.11 Employee Retention Rights

1. The Contractor shall offer employment to all retention employees who are qualified for such jobs. A "retention employee" is an individual:
   a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and
   b. Who has been employed by a Contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six months prior to the date of this new Contract, which predecessor contract was terminated by the County prior to its expiration; and
   c. Who is or will be terminated from his or her employment as a result of the County entering into this new contract.

2. The Contractor is not required to hire a retention employee who:
   a. Has been convicted of a crime related to the job or his or her performance; or
   b. Fails to meet any other County requirement for employees of a Contractor.
3. The Contractor shall not terminate a retention employee for the first 90 days of employment under the contract, except for cause. Thereafter, the Contractor may retain a retention employee on the same terms and conditions as the Contractor's other employees.

10.1.12 Neutrality in Labor Relations

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

10.2 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

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

10.2.2 The 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.

10.2.3 The 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.

10.2.4 If 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 which the 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 the Contractor would not otherwise have been entitled, shall:

1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

10.3 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

10.3.1 This Contract is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference

Program, as Codified in Chapter 2.205 of the Los Angeles County Code.

10.3.2 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 Transitional Job Opportunity vendor.

10.3.3 Contractor shall not willfully and knowingly make 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 Transitional Job Opportunity vendor.

10.3.4 If Contractor has obtained County certification as Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contact to which it would not otherwise have been entitled, shall:

1. Paying to the County any difference between the contract amount and what the County's costs would have been if the contract has been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) (Special District percentage amt to be determined) of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

10.3.5 The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a

change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

11.0 ENTIRE CONTRACT

This document and the Exhibit(s) attached hereto constitute the entire contract between County and Contractor for the landscape maintenance services to be provided at the Bouquet Canyon Zones 44 and 48 All other agreements, promises and representations with respect thereto, other than those contained herein, are expressly revoked, as it has been the intention of the parties to provide for a complete integration within the provisions of this document, and the Exhibit(s) attached hereto, the terms, conditions, promises and covenants relating to the landscape maintenance services of the Bouquet Canyon Zones 44 and 48. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render the other provisions thereof unenforceable, invalid or illegal. No change to this Contract shall be valid unless prepared pursuant to Sub-paragraph 8.0, Changes Notices and Amendments, and signed by both parties.

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

COUNTY OF LOS ANGELES

By_____
Don Knabe
Chairman, Board of Supervisors

CONTRACTOR

By_____
Oakridge Landscape, Inc.

ATTEST:

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

By_____
Deputy

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.

County Counsel

By_____
Christina Salseda, Principal Deputy

Corporate - Single

STATE OF CALIFORNIA }
} **s.s.**
COUNTY OF LOS ANGELES }

On this **23RD** day of **December**, **2008**, before me, Dean C. Logan, the Registrar-Recorder/County Clerk of the County of Los Angeles, personally appeared **Victor Valle**, as the **Vice President** of **Oakridge Landscape, Inc.** personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that the person executed the same in his/her authorized capacity, and that by his/her signature on the instrument the Corporation upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Dean C. Logan
Registrar-Recorder/County Clerk
County of Los Angeles

By _____
Deputy County Clerk

EXHIBIT A
PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

Landscaping and Lighting Act District No. 2
Group No. 1: Zone No. 44 (Bouquet Canyon)

	Frequency	Cost Per Frequency	Annual Cost
TURF CARE (Approximately 0.14 acre)			
1. Irrigation Maintenance/Management	52	$ 35.00	$ 1,820.00
Conventional irrigation, manual/automatic control system. Repair as needed. Scope of work to include but shall not be limited to visual system check including valve box integrity, test for operability, inspect and make adjustments, provide for ongoing repair of system components and respond to intermittent malfunctions and perform backflow certification and maintenance.			
Backflow Certification/Maintenance	1	$ 250.00	$ 250.00
2. Mowing and Edging	26	$ 182.00	$ 4,732.00
Mow and edge as scheduled from January though December.			
3. Fertilization			
a. Mechanical Broadcast	2	$ 20.00	$ 40.00
Fertilize in April and October using "Best" Turf Supreme 16-6-8 fertilizer.			
b. Mechanically Broadcast	1	$ 20.00	$ 20.00
Fertilize in May using Best Triple Fifteen 15-15-15 fertilizer.			
4. Provide disease and weed control	2	$ 75.00	$ 150.00
As scheduled.			
Turf Care Total On-Going Costs Per Year			**$ 7,012.00**
IRRIGATED PLANTED SLOPES (Approx. 12 acres)			
1. Irrigation Maintenance/Management			
Conventional irrigation, manual/automatic control system. Repair as needed. Scope of work to include but shall not be limited to visual system check including valve box integrity, test for operability, inspect and make adjustments, provide for ongoing repair of system components and respond to intermittent malfunctions and perform backflow certification and maintenance.			
a. Maintain Conventional Irrigation System (Approx. 12 acres of conventional)	52	$ 35.00	$ 1,820.00
b. Backflow Certification/Maintenance	1	$ 500.00	$ 500.00
2. Fertilization			
a. Mechanically/Hand Broadcast - Balance inorganic 15-15-15 fertilzer within conventional irrigation area in May and September.	2	$ 250.00	$ 500.00
3. Weed Control	12	$ 100.00	$ 1,200.00

EXHIBIT A
PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

Landscaping and Lighting Act District No. 2
Group No. 1: Zone No. 44 (Bouquet Canyon)

	Frequency	Cost Per Frequency	Annual Cost
Provide manual/chemical control to keep total area relatively weed free.			
4. Pruning/Trimming			
a. Shrubs	2	$ 8,650.00	$ 17,300.00
Prune shrubs per approved scheduled.			
b. Ground Cover	4	$ 2,162.50	$ 8,650.00
Trim ground cover as scheduled; January through December.			
c. Trees - Approximately 336 trees	1	$ 5,024.00	$ 5,024.00
*Prune 1/3 of the identified **314** large size trees* as scheduled, Oct - Feb.			
* 22 medium size trees are not to be pruned within term of this contract.			
d. Shrub/Ground Cover/Tree Disease Control	1	$ 1,200.00	$ 1,200.00
Provide disease control as needed.			
Irrigated Planted Slopes Total On-going Costs per Year			**$ 36,194.00**
FIRE PROTECTION (Approximately 4.16 acres)			
Brush Clearance/Weed Abatement	1	$ 4,400.00	$ 4,400.00
Provide general brush clearance/weed abatement as scheduled in May - June.			
Fire Protection Slopes Total On-Going Costs Per Year			**$ 4,400.00**
NATURAL AREA (Approximately 0.17 acre)			
Visual inspection	6	$ 25.00	$ 150.00
Provide pick-up of trash and remove off site.			
Natural Area Visual Inspection and Trash Removal Total On-Going Costs Per Year			**$ 150.00**

EXHIBIT A
PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

Landscaping and Lighting Act District No. 2
Group No. 1: Zone No. 44 (Bouquet Canyon)

	Frequency	Cost Per Frequency	Annual Cost

COST SUMMARY & ESTIMATED HOURS

	Landscape Type	Estimated Hours	Annual Cost
A.	Turf Care (approx. 0.14 acre)	280	$ 7,012.00
B.	Irrigated Planted Slopes of Conventional Irrigation (approx. 12 acres)	2,866	$ 36,194.00
C.	Fire Protection Slopes (approx. 4.16 acres)	176	$ 4,400.00
D.	Natural Area (approx. 0.17 acre)	6	$ 150.00
	TOTAL	3,328	$ 47,756.00

EXHIBIT A
PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

Landscaping and Lighting Act District No. 2
Group No. 1: Zone No. 48 (Shadow Hills)

	Frequency	Cost Per Frequency	Annual Cost
IRRIGATED PLANTED SLOPES (Approx. 5.9 acres)			
1. Irrigation Maintenance/Management			
Conventional irrigation, manual/automatic control system. Repair as needed. Scope of work to include but shall not be limited to visual system check including valve box integrity, test for operability, inspect and make adjustments, provide for ongoing repair of system components and respond to intermittent malfunctions and perform backflow certification and maintenance.			
a. Maintain Conventional Irrigation System (Approx. 12 acres of conventional)	**52**	$ 75.00	$ 3,900.00
b. Backflow Certification/Maintenance	**1**	$ 400.00	$ 400.00
2. Fertilization			
a. Mechanically/Hand Broadcast - Balance inorganic 15-15-15 fertilzer within conventional irrigation area in May and September.	**2**	$ 150.00	$ 300.00
3. Weed Control Provide manual/chemical control to keep total area relatively weed free.	**12**	$ 100.00	$ 1,200.00
4. Pruning/Trimming			
a. Shrubs Prune shrubs per approved scheduled.	**2**	$ 7,803.00	$ 15,606.00
b. Ground Cover Trim ground cover as scheduled; January through December.	**4**	$ 1,450.00	$ 5,800.00
c. Trees - Approximately 142 trees *Prune 1/3 of the identified **127** large size trees* as scheduled, Oct - Feb. * 15 medium size trees are not to be pruned within term of this contract.	**1**	$ 2,032.00	$ 2,032.00
d. Shrub/Ground Cover/Tree Disease Control Provide disease control as needed.	**1**	$ 594.00	$ 594.00
Irrigated Planted Slopes Total On-going Costs per Year			**$ 29,832.00**

EXHIBIT A
PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

Landscaping and Lighting Act District No. 2
Group No. 1: Zone No. 48 (Shadow Hills)

FIRE PROTECTION (Approximately 4.5 acres)

Brush Clearance/Weed Abatement	1	$ 4,950.00	$ 4,950.00

Provide general brush clearance/weed abatement as scheduled in May - June.

Fire Protection Slopes Total On-Going Costs Per Year $ 4,950.00

NATURAL AREA (Approximately 18.5 acre)

Visual inspection	6	$ 200.00	$ 1,200.00

Provide pick-up of trash and remove off site.

Natural Area Visual Inspection and Trash Removal Total On-Going Costs Per Year $ 1,200.00

COST SUMMARY & ESTIMATED HOURS

	Landscape Type	Estimated Hours	Annual Cost
A.	Irrigated Planted Slopes of Conventional Irrigation (approx. 5.9 acres)	1,210	$ 29,832.00
B.	Fire Protection Slopes (approx. 4.5 acres)	198	$ 4,950.00
C.	Natural Area (approx. 18.5 acre)	48	$ 1,200.00
	TOTAL	1,456	$ 35,982.00

EXHIBIT 15

UNIT PRICE LIST

Landscaping and Lighting Act District No. 2
Group 1:
Zone 44 (Bouquet Canyon) & Zone 48 (Shadow Hills)

THE FOLLOWING PRICES ARE HEREBY MADE APART OF THIS AGREEMENT.

Unit prices for additional work item(s):

1.	Replacement of pop-up sprinkler (spray)	4" @ $	12.00	ea.
		6" @ $	15.00	ea.
		12" @ $	22.00	ea.
2.	Replacement of fixed riser (spray)	4" @ $	8.00	ea.
		6" @ $	10.00	ea.
		12" @ $	11.50	ea.
3.	Replacement of spray head only	4" @ $	10.50	ea.
		6" @ $	12.00	ea.
		12" @ $	18.50	ea.
4.	Replacement of bubler only	2.5 gph @ $	3.00	ea.
5.	Replacement of pop-up gear	4" @ $	22.50	ea.
		6" @ $	25.00	ea.
		12" @ $	28.00	ea.
6.	Replacement of fixed riser sprinkler	@ $	3.50	ea.
7.	Replacement of irrigation control valve with Superior valve	1" @ $	150.00	ea.
		1 1/4" @ $	200.00	ea.
		1 1/2" @ $	225.00	ea.
		2" @ $	250.00	ea.
8.	Replacement of diaphragm	@ $	50.00	ea.
9.	Replacement of solenoid	@ $	50.00	ea.
10.	1 gallon shrub planted	@ $	8.50	ea.
11.	5 gallon shrub planted	@ $	27.00	ea.
12.	5 gallon tree planted (stakes included)	@ $	30.00	ea.
13.	15 gallon tree planted (stakes included)	@ $	70.00	ea.
14.	24" box tree planted (stakes included)	@ $	225.00	ea.
15.	36" box tree planted (stakes included)	@ $	400.00	ea.
16.	Flat of ground cover planted	@ $	28.00	ea.
17.	Liner stock planted (per flat)	@ $	30.00	ea.
18.	Jute netting (linear feet) installed	@ $	.20 sq.Ft.	ea.
19.	Mulch (cubic yard) distributed	@ $	50.00	ea.

EXHIBIT B – 1

STATEMENT OF WORK
ADMINISTRATIVE SPECIFICATIONS

1. GENERAL REQUIREMENTS

1.01 Contractor shall thoroughly complete each task in a professional, workmanlike manner. To this end, he will use quality equipment and materials that comply with all current regulations. The safety of workers, passersby, and the public shall be paramount.

1.02 Contractor shall provide the labor, materials, and equipment necessary for the provision of grounds and landscape maintenance services, except as otherwise specified hereinafter. Tasks shall be performed with nothing but the highest of standards at no less than the frequencies set forth herein.

1.03 Contractor is hereby required to render and provide building and grounds maintenance services including, but not limited to, turf mowing, edging, trimming, overseeding, reseeding, fertilization, aeration, irrigation, hand watering and bleeding of valves as necessary during emergencies when automatic systems are not functioning, pruning and renovation of turf and shrub areas as well as provide weed control, disease control, tree maintenance, maintenance of irrigation systems including backflow prevention devices, repair of walkways, pumps, walkway lighting systems and the necessary maintenance of any appurtenant structures and equipment pursuant to specifications and frequencies established by the County of Los Angeles Department of Parks and Recreation, as set forth herein or revised by County. The specific frequencies per site are identified in Exhibit 14. Appendix C, Pricing, Billing and Performance Frequency Schedule govern the Contractor's completion of required operations.

1.04 Contractor shall not work or perform any operations, particularly during periods of inclement weather, which may destroy or damage groundcover, athletic or turf areas.

1.05 The Contractor recognizes, that during the course of this Agreement, other activities and operations may be conducted by County work forces and other

contracted parties. These activities may include, but, not be limited to, landscape refurbishment, irrigation system modification or repair, construction and/or storm related operations. The Contractor may be required to modify or curtail certain tasks and operations and shall promptly comply with any request therefore by the Director.

1.06 Contractor shall, during the hours and days of maintenance service, as identified in Section 7, Thereinafter respond to all emergencies within two (2) hours of notification.

1.07 Contractor shall be required to clearly identify and equip each vehicle used at said facilities with decals on the exterior right and left front door panels identifying the Contractor's name, and phone number.

2. ZONE(S) TO BE MAINTAINED

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

GROUP 1: BOUQUET CANYON ZONES 44 & 48

GROUP 2: NORTHEAST COUNTY ZONES 26, 33, & 65

GROUP 3: PLUM CANYON, COPPER HILL ZONES 20, 62 & 67

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

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

3. CERTIFICATIONS/REPORTS

3.01 Payroll and Prevailing Wage Report

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

3.02 Maintenance Function Report

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

3.03 Certification of Specialty Type Maintenance

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

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

3.04 Certified Monitoring Reports for Living Wage Program

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

4. ADDITIONAL WORK

4.01 The Director may at his discretion, without increasing the contract price as identified in Exhibit 14, Appendix C "Pricing, Billing and Performance Frequency Schedule", modify the Contractor's On-Going Maintenance Task and Schedule when such work arises out of extraordinary incidents such as Acts of God or services required due to new or modification of existing area/zone. Contractor shall notify the Director in writing on the same day of discovery of the damage due to extraordinary incidents such as Acts of God and third party negligence. Failure of the contractor to notify the County promptly of these damages will require the Contractor to make repairs at its own costs.

4.02 Prior to performing any additional labor, the contractor shall submit a written estimate of the cost for performing such work. The Director may, upon review and approval of such estimate, authorize the Contractor to perform said work by the issuance of a written Work Order. After submittal of the bill, the Contractor shall be reimbursed only for the agreed upon cost estimate. Allowable cost elements for the

replacement of shrubs, ground cover, trees and irrigation equipment shall be approved by the Director. In the event that the Contractor's written estimate is not approved, then the Director reserves the right to contract with a third party to perform such work. Notwithstanding the above authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the Director may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor.

4.03 All additional work as provided for in Section 8.0, Change Notices and Amendments of the agreement shall commence on the specified date established and Contractor shall proceed diligently to complete said work within the time allotted.

4.04 Work arising from vandalism will not constitute additional work, and will be covered under regular monthly maintenance.

5. CONTRACTOR'S DAMAGES

5.01 All damages incurred to existing facilities by the Contractor's operation shall be repaired or replaced at the Contractor's expense per section 9.37, Remedies/Liquidated Damages as specified in the contract.

5.02 All such repairs or replacements shall be completed within the following time limits.

a. Irrigation damage shall be repaired or replaced within one watering cycle.

b. All damages to shrubs, trees, turf or groundcover shall be repaired or replaced within five (5) working days.

5.03 All repairs or replacements shall be completed in accordance with the following maintenance practices.

a. <u>Trees</u>

Minor damage such as bark lost from impact of mowing equipment shall be remedied by a qualified tree surgeon or arborist. If damage results in loss of a tree, the damaged tree shall be removed and replaced to comply with the specific instructions of Director.

b. Shrubs

Minor damage may be corrected by appropriate pruning as required in the "Pruning and Hedge Trimming Operation" of the On-Going Maintenance Specifications. Major damage shall be corrected by removal of the damaged shrub and replacement to comply with the provisions in "Plant Materials" of the Seasonal Specialty Task Specifications.

c. Chemicals

All damage resulting from chemical operation, either spray-drift or lateral-leaching, shall be corrected in accordance with the aforementioned maintenance practices and the soil conditioned to insure its ability to support plant life.

d. Appurtenances

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

6. SAFETY

6.01 Contractor agrees to perform all work outlined in this Agreement in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all State, County, local or other legal

requirements including but not limited to, full compliance with the terms of the applicable O.S.H.A. and CAL-O.S.H.A. Safety Orders at all times so as to protect all persons, including Contractor's employees, agents of the County, vendors, members of the public or others from foreseeable injury, or damage to their property. Contractor shall inspect all potential hazards at said facilities and keep a log indicating date inspected and action taken.

6.02 It shall be the Contractor's responsibility to inspect, and identify, any condition(s) that renders any portion of the area/zone unsafe, as well as any unsafe practices occurring thereon. The Director shall be notified immediately of any unsafe condition that requires major correction. Contractor shall be responsible for making minor corrections including, but not limited to; filling holes in turf areas and paving, using barricades or traffic cones to alert the public of the existence of hazards, replacing valve box covers, and securing the area/zone so as to protect members of the public or others from injury. During normal hours Contractor shall obtain emergency medical care for any member of the public who is in need thereof, because of illness or injury occurring within the landscape easement area. Contractor shall cooperate fully with County in the investigation of any accidental injury or death occurring on the premises, including a complete written report thereof to the Director within five (5) days following the occurrence.

7. HOURS AND DAYS OF MAINTENANCE SERVICES

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

a. For the months of November through April, 7:00 a.m. to 3:30 p.m.

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

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

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

8. MAINTENANCE SCHEDULES

8.01 Contractor shall, within ten (10) days after the effective date of this Agreement, submit a work schedule to the Director for review and approval. Said work schedule shall be set on an annual calendar identifying and delineating the time frames for the required functions by the day of the week, morning and afternoon. In addition, Contractor shall notify the Director, in writing, at least two (2) weeks prior to the scheduled date and time for the eradication process of insects, ants, mollusks and disease control.

8.02 The Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the Director for his review, and if appropriate his approval, within five (5) working days prior to scheduled time for the work.

8.03 The above provisions are not construed to eliminate the Contractor's responsibility in complying with the requirements to notify the Director for Specialty Type maintenance as set forth immediately hereinafter.

8.04 Contractor shall notify the Director, in writing, at least two (2) weeks prior to the date and time of all "Specialty Type" maintenance operations. "Specialty Type" operations are defined as:

a. Fertilization
b. Turf renovation/reseeding
c. Micro-Nutrients/soil amendments
d. Spraying of trees, shrubs or turf
e. Aesthetic tree pruning
f. Other items as determined by the Director.

9. SIGNS/IMPROVEMENTS

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

10. UTILITIES

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

11. NON-INTERFERENCE

11.01 Contractor shall not interfere with the public use of the premises and shall conduct its operations as to offer the least possible obstruction and inconvenience

to the public or disruption to the peace and quiet of the area within which the services are performed.

12. NOISE

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

13. USE OF CHEMICALS

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

13.01.01 Contractor, in addition to complying with the California Food and Agricultural Code, must be registered with the Los Angeles County Agricultural Commission. Contractor shall also be certified in categories D and E of the Pest Control Advisor's License and in category B of the Qualified Applicator's License.

13.01.02 If Contractor does not possess a valid Pest Control Advisor's License with appropriate categories, Contractor, upon written consent of the Director per Section 9.39 of the Agreement, may subcontract this service.

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

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

13.01.05 In addition to the remedies provided heretofore, this Agreement may be terminated per section 9.42 of the contract, Termination for Default upon Contractor's failure to correct deficiencies in a timely manner.

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

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

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

13.05 All chemicals requiring a special permit for use must be registered with the County Agricultural Commissioner's Office and a permit obtained with a copy to the Los Angeles County Department of Parks and Recreation.

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

13.07 Chemicals shall be applied when air currents are still; preventing drifting onto adjacent property and preventing any toxic exposure to persons whether or not they are in or near the area of application.

EXHIBIT B – 2
STATEMENT OF WORK

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

1. TURF CARE

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

a. Mowing – Specification for All 3 Groups.

Mow concurrently once per week April to November; and once every other week December to March. Mow with an adequately sharpened rotary or reel-type mower, equipped with rollers, to ensure a smooth surface appearance without scalping. All cool season grasses (Blue Grass and Fescues) to be cut at 1-1/2 inches during the months of December, January and February (winter), 2 to 2 ½ inches during the months of March, April, May, September, October and November (spring and fall) and 3 inches during the months of June, July and August (summer). The mowing heights will be adjusted by the Director during periods of renovation. All grass clippings will be collected and removed from the site on the same day the area is mowed. A mowing schedule will be established and maintained. This schedule will be submitted to the Director for approval.

b. Power Edge – Specification for All 3 Groups.

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

c. Weed Control

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

d. Insect, Ants, Mollusk and Disease Control

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

e. Aerification

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

f. Thatch Removal

Operation to occur in October and includes clean-up prior to overseeding performed in accordance with the Annual Maintenance Program Schedule. Equipment will consist of standard renovating or vertical mowing types. Director is to be notified at least two (2) weeks prior to the exact date of renovation.

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 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 B-7 and B-8) attached hereto. Director shall have the ability to change the irrigation schedule. During winter months or when weather is 32 degrees or lower, contractor shall run irrigation booster pump once a week for a minimum of ten minutes. Adequate soil moisture will be determined by programming the automatic sprinkler controllers as follows:

1. Consideration must be given to the soil conditions, season temperatures, wind conditions, humidity, minimizing runoff and the relationship of conditions which affect day and night watering. This may include daytime watering during winter weather to prevent icy conditions and manual operation of the irrigation system during periods of windy or inclement weather. During freezing and/or windy conditions, automatic irrigation will be discontinued.

2. In areas where wind creates problems of spraying water onto private property or road right-of-ways, the controllers shall be set to operate during the period of lowest wind velocity which would normally occur at night (between the hours of 7:00 p.m. and 6:00 a.m.).

3. The Contractor shall be responsible for monitoring all systems within the jurisdiction of this specification and correct for: coverage, adjustment, clogging of lines, and removal of obstacles, including plant materials which obstruct the spray.

4. Check systems and adjust and/or repair/replace any sprinkler heads causing excessive runoff, including slope areas, or which throw directly onto roadway paving or walks (where sprinkler heads can be adjusted) within the District.

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/replace 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 be required to maintain weather stations (if any) as they are designed to operate.

12. 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.

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

h. Fertilization

1) Zone 33 shall be mechanically broadcast with "Best" Turf Supreme 16-6-8 fertilizer during the months of March, April, October and November. In addition, Zone 33 shall be mechanically broadcast with "Best" Triple Fifteen 15-15-15 fertilizer during the months of May and September.

2) Zone 44 shall be mechanically broadcast with "Best" Turf Supreme 16-6-8 during the months of April and October. In addition, Zone 44 shall be mechanically broadcast during the month of May with "Best" Triple Fifteen 15-15-15 fertilizer.

3) Zone 62 shall be mechanically broadcast with "Best" Turf Supreme 16-6-8 fertilizer during the months of March, April, October and November. In addition, Zone 62 shall be mechanically broadcast with "Best" Triple Fifteen 15-15-15 fertilizer during

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

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

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 as necessary to encourage healthy growth habits pertaining to each individual species of plant, and for an overall balanced shape and appearance. All shrubs shall be free of dead wood, weak,

diseased, insect-infested, and damaged limbs 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. Does 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 1, item d.

e. Weed Control

All ground cover and shrub beds are to be kept weed free at all times. Provide manual/chemical control to keep total area weed free. 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

Group 1: Bouquet Canyon Zones

1) Zone 44 shall be mechanically / hand broadcast with balance inorganic 15-15-15 fertilizer within conventional irrigation areas during the months of May and September.

2) Zone 48 shall be mechanically / hand broadcast with balance inorganic 15-15-15 fertilizer within conventional irrigation areas during the months of May and September.

Group 2: Northeast County Zones

1) Zone 26 shall be mechanically/ hand broadcast with balance inorganic 15-15-15 fertilizer within conventional irrigation areas during the months of May and September. In addition, Zone 26 shall be mechanically / hand broadcast with Grow Power Plus 12% Sulfur during the month of March. Contractor shall individually apply to each plant a balanced 15-15-15 inorganic fertilizer within point-irrigated areas in May and September. Contractor must individually apply Grow Power Plus 12% Sulfur to each plant within point – irrigated areas during the month of March. Contractor shall individually apply to approximately 37 trees 15-7-6 fertilizer stakes (apply three (3) stakes per tree along drip line) in the months of March and April.

2) Zone 33 shall be mechanically / hand broadcast with balanced inorganic 15-15-15 fertilizer within conventional irrigation area during the months of May and September. Contractor must mechanically / hand broadcast with Grow Power 12 % Sulfur within conventional irrigation area in the month of March. In addition, Contractor shall individually apply to approximately 286 trees 15-7-6 fertilizer stakes (apply three (3) per tree along the drip line) during the month of March and April.

3) Zone 65 plants shall be individually fertilized by applying a balance of 15-15-15 inorganic fertilizer to each plant within point- irrigated during the months of

May and September. In addition, Grow Power Plus 12% Sulfur shall be individually applied once a year to each plant within the point-irrigated areas during the month of March. Contractors shall individually apply to approximately 103 trees 15-7-6 fertilizer stakes (apply 3 stakes per tree along drip line) during the months of March and April.

Group 3: Plum Canyon, Copper Hill Zones

1) Zone 20 shall be mechanically/ hand broadcast with balance inorganic 15-15-15 fertilizer within conventional irrigation areas during the months of May and September. In addition, Zone 26 shall be mechanically / hand broadcast with Grow Power Plus 12% Sulfur during the month March. Contractor shall individually apply to each plant a balanced 15-15-15 inorganic fertilizer within point-irrigated areas in May and September. Contractor must individually apply Grow Power Plus 12% Sulfur to each plant within point – irrigated areas during the month of March. Contractor shall individually apply to approximately 210 trees 15-7-6 fertilizer stakes (apply three (3) stakes per tree along drip line) in March and April.
2) Zone 62 shall be mechanically / hand broadcast with balanced inorganic 15-15-15 fertilizer within conventional irrigation area during the months of May and September. Contractor must mechanically / hand broadcast with Grow Power 12 % Sulfur within conventional irrigation area in the month of March. In addition, Contractor shall individually apply to approximately 398 trees 15-7-6 fertilizer stakes (apply three (3) per tree along the drip line) during the month of March/April.
3) Zone 67 shall be mechanically/ hand broadcast with balance inorganic 15-15-15 fertilizer within conventional irrigation areas during the months of May and September. In addition, Zone 26 shall be mechanically / hand broadcast with Grow Power Plus 12% Sulfur during the month March. Contractor shall individually apply to each plant a balanced 15-15-15 inorganic fertilizer within point-irrigated areas in May and September. Contractor must individually apply Grow Power Plus 12% Sulfur to each plant within point – irrigated areas during the month of March. Contractor shall individually apply to

approximately 1030 trees 15-7-6 fertilizer stakes (apply three (3) stakes per tree along drip line) in March and April.

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 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. ANNUAL COLOR

3.01 Contractor shall be required to install annual color during the months of March, June, September and November. All annual plants shall be fertilized utilizing the hand broadcast balanced method. In addition, Contractor shall liquid drench three (3) times a year during the months of January, May and September. A disease and pest

control schedule shall be maintained during the months of January through December as needed or instructed by the Director.

a. Quality

Plants shall be sound, healthy, vigorous, and free from plant disease insect pest or their eggs, and shall have healthy normal root systems and comply with all state and local regulations governing these matters, and shall be free from any noxious weeds.

b. Shape and Form

Plant materials shall be symmetrical, and/or typical for variety and species and conform to measures specified in the Plant list.

c. Plant Material

All plant materials must be provided from a licensed nursery and shall be subject to acceptance as to quality by the Director.

d. Plant Materials Guarantee

All plants 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.

4. TREE CARE

4.01 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, rubber ties (two (2) ties per tree).

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

iv. 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

As a part of three-year cycle, head back lower branches and prune 1/3 of all trees annually, including those on the slopes, for correct branching structure. Trees to be pruned will be designated by Landscape Contract Monitor at the time of pruning as needed or instructed by the Director.

1. Zone 44 has approximately 336 trees in the area. Contractor shall prune 1/3 of the identified 314 large trees as scheduled from October to February. Twenty-two (22) medium size trees are not to be pruned within term of this contract.

2. Zone 48 has approximately 142 trees in the area. Contractor shall prune 1/3 of the identified 127 large size trees as scheduled from October to February. Fifteen medium size trees are not to be pruned within term of this contract.

3. Zone 20 has approximately 210 trees in the area. Contractor shall prune 1/3 of the identified 154 large size trees as scheduled from October to February. Fifty – Six (56) medium size trees are not to be pruned within term of this contract.

4. Zone 62 has approximately 398 trees in the area. Contractor shall prune 1/3 of the identified 98 large size trees as scheduled from October to February. One hundred and fifty-five (155) medium and One hundred and forty-five (145) small size tress are not to be pruned within term of this contract.

5. Zone 67 has approximately 1030 trees in the area. Contractor shall prune 1/3 of the identified 655 large size trees as scheduled from October to February. Three hundred and seventy five small trees are not to be pruned within term of the contract.

6. Zone 26 has approximately 37 trees in the area. Contractor shall prune 1/3 of the identified 13 medium trees as scheduled from October to February. Twenty four small size trees are not o be pruned with term of contract.

7. Zone 33 has approximately 286 trees in the area. Contractor shall prune 1/3 of the identified 186 large size trees as scheduled from October to February. One hundred (100) medium size trees are not to be pruned within term of this contract.

8. Zone 65 has approximately 103 trees in the area. Contractor shall prune 1/3 of the identified 30 large size trees as scheduled from October to February. Seventy- three (73) medium size trees are not to be pruned within term of this contract.

c. 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.

d. Tree Replacement

All trees permanently damaged will be replaced as provided for under Section 5 of the Administrative Specifications (Exhibit B-1) 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.

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

5.01 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.

6. GENERAL CLEANUP

6.01 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.

7. IRRIGATION SYSTEM MANAGEMENT

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

a. Scope of Responsibility

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

b. Replacement Requirements

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

c. Extent of Responsibility

The Contractor will be responsible for immediate maintenance (repair and/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 needed replacement to be provided by the Contractor shall be the normal deterioration, wear and tear, or negligence upon the part of the Contractor. Work arising from vandalism will not constitute additional work and will be covered under regular monthly maintenance.

8. MAINTENANCE AND REPAIR OF DRAINAGE SYSTEMS AND MISCELLANEOUS IMPROVEMENTS

8.01 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 and/or replace concrete portions as necessary, for which the Contractor will receive additional compensation.

b. All sub-surface drains (except storm drains), if any, shall be periodically flushed with water to avoid build-up of silt and debris. All inlets to sub-surface drains shall be kept clear of leaves, paper and other debris to ensure unimpeded passage of water. Contractor shall replace all broken or stolen sections of pipe, catch basin boxes and grates, for which additional compensation shall be authorized.

8.02 Miscellaneous Improvements

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

9. MAINTENANCE INSPECTIONS

9.01 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.

10. GRAFFITI ERADICATION AND CONTROL

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

10.02 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.

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

10.04 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.

11. FIRE PROTECTION SLOPE AREAS MAINTENANCE

11.01 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.

11.02 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.

11.03 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.

11.04 The maintenance of the manufactured slopes requires that the planted slopes be weeded on a regular basis throughout the year. Planted slopes which were not hydro seeded shall be kept weed free at all times and the use of chemicals is permitted. Planted slopes that were hydro seeded require weed removal by hand as the use of chemicals is not permitted. The removal of weeds by hand shall be performed each month during the term of the maintenance contract. Contractor shall program the irrigation system to deliver sufficient moisture within the root zone of trees and shrubs to sustain growth. Contractor shall be responsible for any damage to slope areas caused by excessive watering practices or to plant material caused by lack of water. Plants and trees shall be fertilized in accordance with the requirements of Sections 2 and 3 of these Specifications.

10.5 Contractor shall provide general brush clearance/weed abatement as scheduled during the months of May and June for Zones 44 (approximately 4.16 acres), 20 (approximately 7.2 acres), 67 (approximately 8.0 acres) and 65 (approximately 2.28 acres).

12. NATURAL AREAS MAINTENANCE

12.01 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.

12.02 Contractor shall provide pick-up of trash and remove off site from natural area zones 20, 65 and 44 as needed.

13. MAINTENANCE, REPAIRS AND REPLACEMENTS DUE TO EXTRAORDINARY INCIDENTS

13.01 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.

13.02 Contractor shall notify the Director in writing on the same day of discovery of the damage due to extraordinary incidents such as Acts of God and third party negligence. Failure of the contractor to notify the Director promptly of these damages will require the Contractor to make repair and/or replace at its own costs.

Exhibit C

STATE OF CALIFORNIA
Arnold Schwarzenegger, *Governor*

DEPARTMENT OF INDUSTRIAL RELATIONS
Division of Labor Statistics and Research
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

MAILING ADDRESS:
P. O. Box 420603
San Francisco, CA 94142-0603

December 22, 2006

IMPORTANT NOTICE
TO AWARDING BODIES AND INTERESTED PARTIES
REGARDING
THE PREVAILING WAGE RATES BELOW THE CALIFORNIA MINIMUM WAGE

In accordance with Labor Code Sections 1770, 1773, and 1773.1, the Director of the Department of Industrial Relations is responsible for determining the prevailing wage rates for each worker employed on public works projects of more than $1,000.

Effective on January 1, 2007, the minimum wage in California will increase to seven dollars and fifty cents ($7.50) per hour. Effective on January 1, 2008, the minimum wage in California will increase to eight dollars ($8.00) per hour. The Director's prevailing wage determinations shall not be below the California minimum wage. Each employer is required to pay at least the California minimum wage for the basic hourly rate in all cases where the published prevailing wage rate is below the California minimum wage. Any and all employer payments required by these determinations must also be paid.

If the California minimum wage is increased in the future to an amount above that shown in a prevailing wage determination, the basic hourly rate in that determination automatically increases to the new minimum wage.

Exhibit C

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-2006-1
ISSUE DATE: August 22, 2006
EXPIRATION DATE OF DETERMINATION: September 30, 2006* 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	$6.75	-	-	[a] 0.115	0.17	-	8	[b] 7.035	[b] 10.41
Inyo, Mono and San Bernardino	6.75	-	-	0.30	0.17	-	8	7.22	10.595
Kern	6.75	-	-	[c] 0.16	0.17	-	8	[b] 7.08	[b] 10.455
	10.00	-	-	[d] 0.27	0.46	-	8	[b] 10.73	[b] 15.73
Los Angeles	6.75	0.89	-	[e] 0.115	0.14	-	8	[b] 7.895	[b] 11.27
Orange	6.75	-	-	[f] 0.11	0.11	-	8	[b] 6.97	[b] 10.345
Riverside	6.75	-	-	[g] 0.20	0.16	-	8	[b] 7.11	[b] 10.485
San Diego	6.75	-	-	0.22	0.115	-	8	7.085	10.46
	6.75	-	-	0.24	0.12	-	8	7.11	10.485
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	6.75	-	-	[h] 0.12	0.12	-	8	[b] 6.99	[b] 10.365
	7.00	-	-	[i] 0.13	0.13	-	8	[b] 7.26	[b] 10.76
Ventura	6.75	-	-	0.115	0.16	-	8	7.025	10.40
	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. You may obtain the travel and subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/DLSR/PWD. Travel and subsistence provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

EXHIBIT D

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

_____
Proposer's Name

_____
Business Address

_____
Internal Revenue Service Employer Identification Number

GENERAL

In accordance with *Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e-17*, Section 504 of the *Rehabilitation Act of 1975*, the *Food Stamp Act of 1977*, the *Welfare and Institutions Code Section 1000, Americans with Disability Act of 1990*, California Department of Social Services Manual of Policies and Procedures Division 21, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, creed, color, national origin, political affiliation, marital status, age, disability, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

PROPOSER'S CERTIFICATION

		Check One
1.	The Proposer has a written policy statement prohibiting discrimination in all phases of employment.	[ ] Yes [ ] No
2.	The Proposer periodically conducts a self analysis or utilization analysis of its work force.	[ ] Yes [ ] No
3.	The Proposer has a system for determining if its employment practices are discriminatory against protected groups.	[ ] Yes [ ] No
4.	Where problem areas are identified in employment practices, the Proposer has a system for taking reasonable corrective action which includes the establishment of goals and timetables.	[ ] Yes [ ] No

Name (please print or type) _____

Title of Signer (please print or type) _____

Signature _____ Date _____

California Department of Industrial Relations

PUBLIC WORKS PAYROLL REPORTING FORM

Exhibit E

NAME OF CONTRACTOR: OR SUBCONTRACTOR: | CONTRACTOR'S LICENSE NO.: SPECIALITY LICENSE NO.: | ADDRESS:

PAYROLL NO.: | 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) NET WGS PAID FOR WEEK	CHECK NO.
				DATE																			
				HOURS WORKED EACH DAY																			
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		
			S										THIS PROJECT	ALL PROJECTS	FED. TAX	FICA (SOC. SEC.)	STATE TAX	SDI	VAC/ HOLIDAY	HEALTH & WELF.	PENSION		
			O												TRAING.	FUND ADMIN	DUES	TRAV/ SUBS.	SAVINGS	OTHER*	TOTAL DEDUC-TIONS		

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

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)

NOTICE TO PUBLIC ENTITY

For Privacy Considerations

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

(Paper Size then 8-1/2 x 11 inches)

- -

I, ______________________________, the undersigned, am the
(Name – print)

______________________________ with the authority to act for and on behalf of
(Position in business)

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

that the records or copies thereof submitted and consisting of ______________________
(Description, number of pages)

are the originals or true, full, and correct copies of the originals which depict the payroll record(s) of the actual disbursements by way of cash, check, or whatever form to the individual or individuals named.

Date: ______________________ Signature: ______________________

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

- How much lead time do you need to assume additional facilities? Would you need to hire additional staff, if a facility is added or do you have a pool of pre-qualified staff to pull from? **Usually one-two weeks. We can draw from our "enhancement crews" as well as erosion control crews.**
- Describe how employees who service multiple facilities will travel between facilities. **Company truck.**
- Does your firm provide transportation between job sites? **Yes.**
- Does your firm require employees to use their own vehicles for transportation between job sites? **No.**
- Do you pay mileage for those employees who are required to use their own vehicles for transportation between job sites? **N/A**
- Do you have a licensed arborist on your staff? Do you have access to a licensed arborist? Who will you use for the required tree inspection? **Yes.**

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

C. Describe the number and types of vehicles and equipment owned or available for accomplishing the required work. **(4) Ford F-150 (1) Ford F-350 + trailer Chipper truck + chipper.52" lazer riding mowers,weed eaters, hedge trimmers etc. A complete specifc inventory can be supplied prior to star**

2.10.5 Quality Control Plan (Section C)

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

The following factors must be included in the plan:

- Activities to be monitored to ensure compliance with all contract requirements; **Please see attached maintenance inspection form.**
- Monitoring methods to be used; **Use of maintenance inspection form**
- Frequency of monitoring; **Completed weekly and turned in to supervisor with copy to contract administrator.**

- Samples of forms to be used in monitoring;

  Please see attached maintenance inspection form.
- Title/level and qualification of personnel performing monitoring functions; and

  Turned into the area supervisor, reports with deficeint/unacceptable notes are sent to Oakridge operations manager.
- Documentation of the method of monitoring results, including any corrective action taken. **Minor deficeincies are resolved with the area supervisor Severe deficeincies are resolved with the operations manager and written plan of correction.**

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

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

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

1. A statement offering the Proposer's acceptance of or exceptions to all terms and conditions listed in *Appendix A, Sample Contract.*

   Oakridge Landscape Inc accepts all terms and conditions
2. A statement offering the Proposer's acceptance of or exceptions to all requirements listed in *Appendix B, Statement of Work;* and

   Oakridge Landcape accepts all requirements
3. For each exception, the Proposer shall provide:

   - An explanation of the reason(s) for the exception;
   - The proposed alternative language; and
   - A description of the impact, if any, to the Proposer's price.

C. Indicate all exceptions to the Sample Contract and/or the Statement of Work by providing a 'red-lined' version of the paragraphs in question. The County relies on this procedure and any Proposer who fails to make timely exceptions as required herein, may be barred, at the County's sole discretion, from later making such exceptions.

Exhibit F

OAKRIDGE LANDSCAPE INC

LANDSCAPE MAINTENANCE INSPECTION FORM

JOB NAME/NUMBER:

CLIENT CONTACT:

Inspection Date:

QUALITY CODE (5) Excellent (4) Good (3) Acceptable (2) Deficient (1)Unacceptable

INSPECTION ITEMS	CODE	INSPECTION COMMENTS	REPAIR/CORRECTION COMMENTS	DATE COMPLETED
Turf				
Edging				
Shrubs/ Natural pruned				
Shrubs/ Hedged				
Ground covers				
Trees				
Annual Color				
Pots				
Walkways				
Irrigation Management				
Slopes				
Litter/Trash receptacles				
Rodent/Pest control				
Disease Control				
Weed Control				
Playground Equipment				
Erosion Control				
Weed/Brush Clearance				
Lighting Fixtures				
Vandilsum				
Other:				

AREA SUPERVISOR:

Inspection Report copies Submitted to:

DIVISION MANAGER*:

* Note all code (1) & (2) must be acknowledged by division manager with contact to client with corrective action plan

- How much lead time do you need to assume additional facilities? Would you need to hire additional staff, if a facility is added or do you have a pool of pre-qualified staff to pull from? **Usually one-two weeks. We can draw from our "enhancement crews" as well as erosion control crews.**
- Describe how employees who service multiple facilities will travel between facilities. **Company truck.**
- Does your firm provide transportation between job sites? **Yes.**
- Does your firm require employees to use their own vehicles for transportation between job sites? **No.**
- Do you pay mileage for those employees who are required to use their own vehicles for transportation between job sites? **N/A**
- Do you have a licensed arborist on your staff? Do you have access to a licensed arborist? Who will you use for the required tree inspection? **Yes.**

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

C. Describe the number and types of vehicles and equipment owned or available for accomplishing the required work. **(4) Ford F-150 (1) Ford F-350 + trailer Chipper truck + chipper-52" lazer riding mowers,weed eaters, hedge trimmers etc. A complete specifc inventory can be supplied prior to star**

2.10.5 Quality Control Plan (Section C)

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

The following factors must be included in the plan:

- Activities to be monitored to ensure compliance with all contract requirements; **Please see attached maintenance inspection form.**
- Monitoring methods to be used; **Use of maintenance inspection form**
- Frequency of monitoring; **Completed weekly and turned in to supervisor with copy to contract administrator.**

- Samples of forms to be used in monitoring;

  Please see attached maintenance inspection form.

- Title/level and qualification of personnel performing monitoring functions; and

  Turned into the area supervisor, reports with deficeint/unacceptable notes are sent to Oakridge operations manager.

- Documentation of the method of monitoring results, including any corrective action taken. **Minor deficeincies are resolved with the area supervisor Severe deficeincies are resolved with the operations manager and written plan of correction.**

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

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

1. A statement offering the Proposer's acceptance of or exceptions to all terms and conditions listed in *Appendix A, Sample Contract.*

   Oakridge Landscape Inc accepts all terms and conditions

2. A statement offering the Proposer's acceptance of or exceptions to all requirements listed in *Appendix B, Statement of Work;* and

   Oakridge Landcape accepts all requirements

3. For each exception, the Proposer shall provide:

   - An explanation of the reason(s) for the exception;
   - The proposed alternative language; and
   - A description of the impact, if any, to the Proposer's price.

C. Indicate all exceptions to the Sample Contract and/or the Statement of Work by providing a 'red-lined' version of the paragraphs in question. The County relies on this procedure and any Proposer who fails to make timely exceptions as required herein, may be barred, at the County's sole discretion, from later making such exceptions.

OAKRIDGE LANDSCAPE INC

LANDSCAPE MAINTENANCE INSPECTION FORM

JOB NAME/NUMBER:

CLIENT CONTACT:

Inspection Date:

QUALITY CODE (5) Excellent (4) Good (3) Acceptable (2) Deficient (1)Unacceptable

INSPECTION ITEMS	CODE	INSPECTION COMMENTS	REPAIR/CORRECTION COMMENTS	DATE COMPLETED
Turf				
Edging				
Shrubs/ Natural pruned				
Shrubs/ Hedged				
Ground covers				
Trees				
Annual Color				
Pots				
Walkways				
Irrigation Management				
Slopes				
Litter/Trash receptacles				
Rodent/Pest control				
Disease Control				
Weed Control				
Playground Equipment				
Erosion Control				
Weed/Brush Clearance				
Lighting Fixtures				
Vandilisum				
Other:				

AREA SUPERVISOR:

Inspection Report copies Submitted to:

DIVISION MANAGER*:

* Note all code (1) & (2) must be acknowledged by division manager with contact to client with corrective action plan

Exhibit G

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2007)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2007 are less than $39,783 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, 2008.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at *www.irs.gov* or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2007 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 2007 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 2007 and owes no tax but is eligible for a credit of $825, he or she must file a 2007 tax return to get the $825 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2008 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

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.

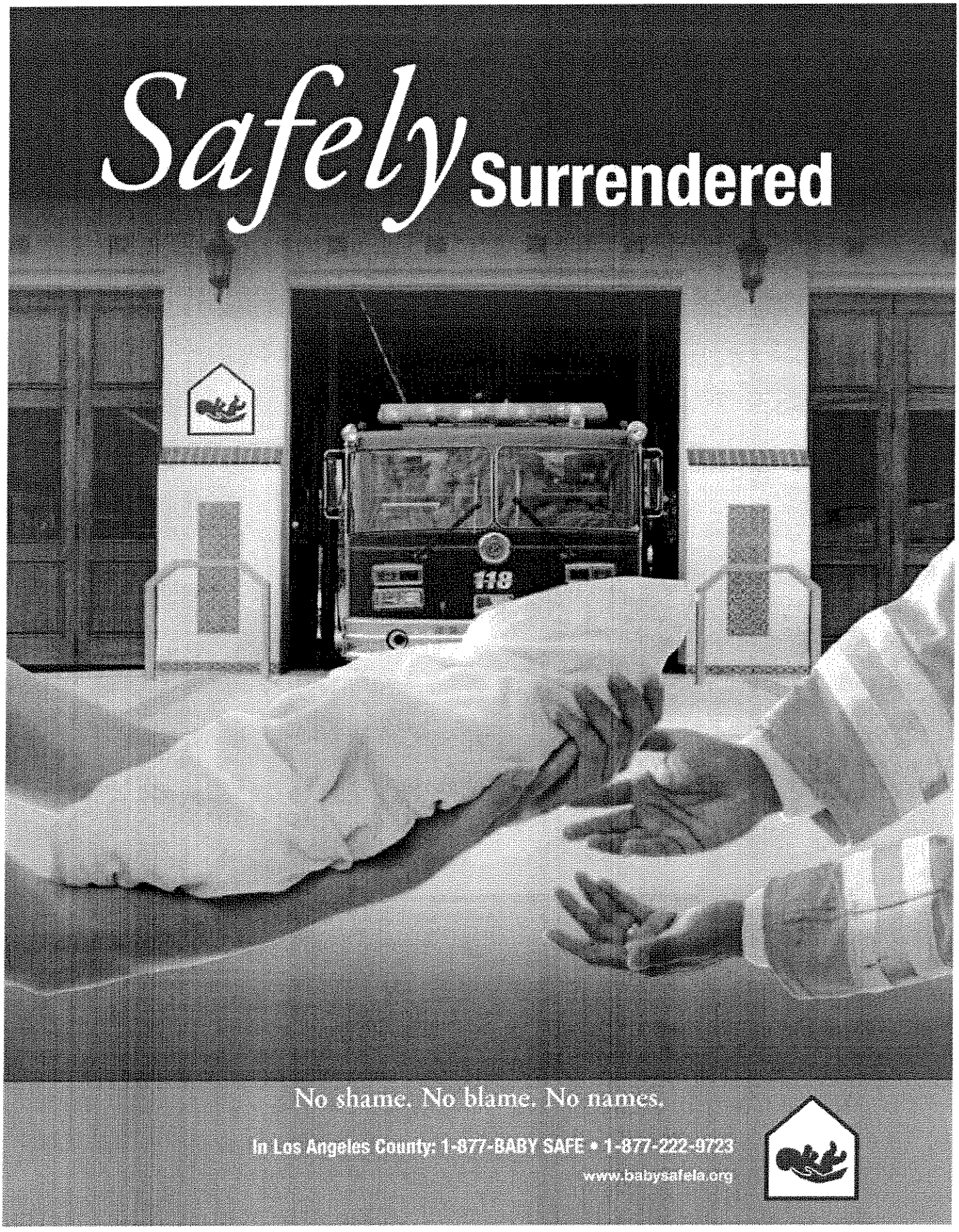
"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed $500,000.

"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 I


Safely Surrendered
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

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

Safely Surrendered *Baby Law*

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

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

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

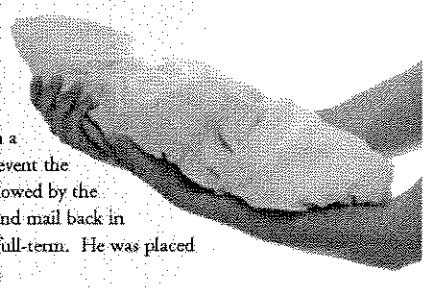
What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

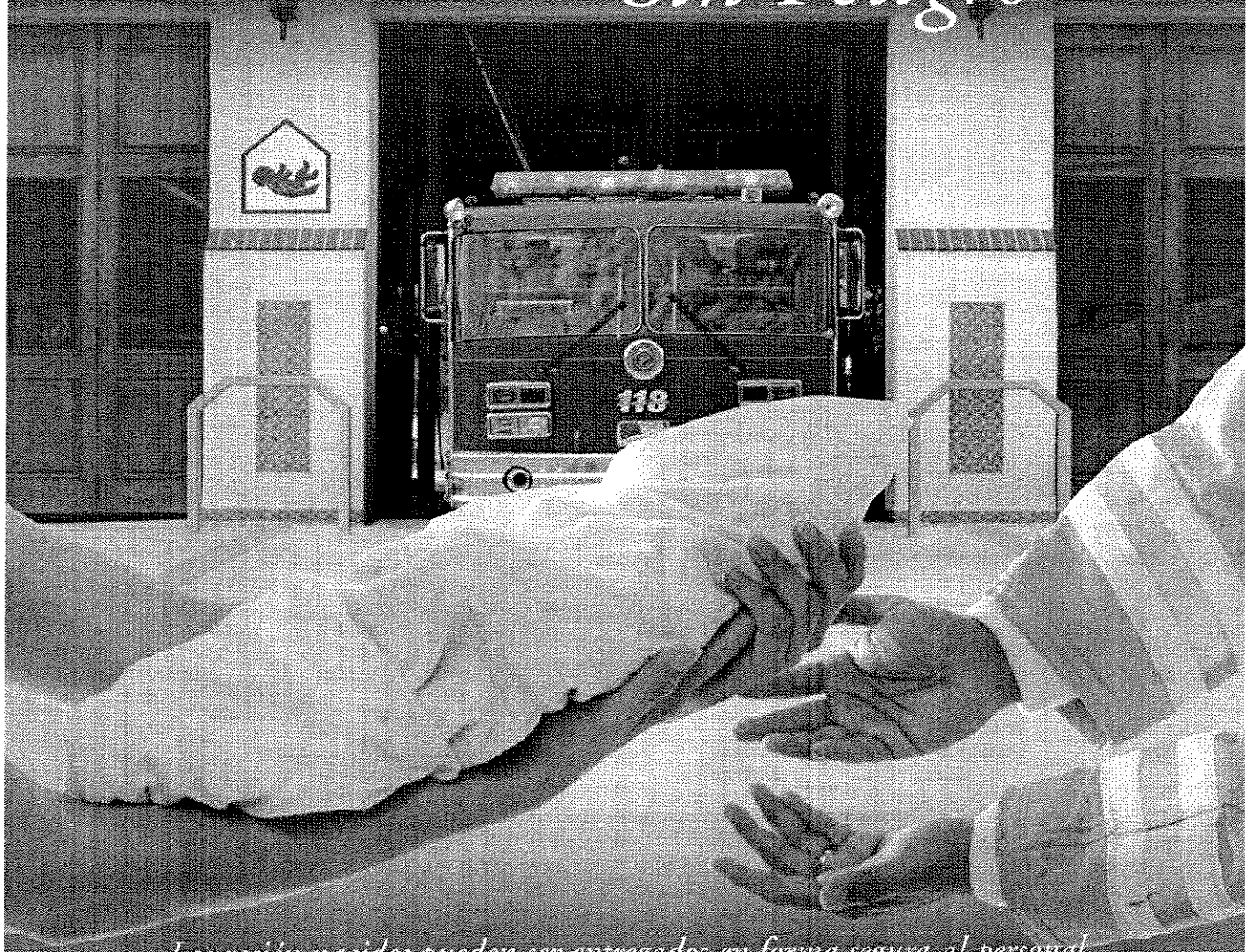
The purpose of the **Safely Surrendered Baby Law** is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The **Safely Surrendered Baby Law** prevents this tragedy from ever happening again in California.

A baby's story



Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.

Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org

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

Ley de Entrega de Bebés *Sin Peligro*

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

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

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

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan *si tienen custodia legal.*

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

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

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

2.201.010 Findings.

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

2.201.020 Definitions.

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

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

B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a county of Los Angeles owned or leased facility.

C. "Employer" means:

1. An individual or entity who has a contract with the county:

   a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or

   b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and

   c. Who has received or will receive an aggregate sum of $25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or

2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the county.

D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the chief administrative officer, but in no event less than 35 hours worked per week.

E. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et. Seq. of this code, entitled Contracting with Private Business.

2.201.030 Prospective effect.

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

*Editor's note: Effective three months after the effective date of the Ordinance approval.

2.201.040 Payment of living wage.

A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be $9.64 per hour with health benefits, or $11.84 per hour without health benefits.

B. To qualify for the living wage rate with health benefits, an employer shall pay at least $2.20 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.

C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section, above for future contracts. Any adjustments to the living wage rate specified in subsections A and B that are adopted by the Board of Supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments which become effective three months or more after the effective date of the ordinance that adjusts the living wage rate.

2.201.050 Other provisions.

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

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

C. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The chief administrative officer in conjunction with the affirmative action compliance officer shall issue written instructions on the implementation and on-going administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the chief administrative officer in conjunction with the affirmative action compliance officer. The

affirmative action compliance officer in conjunction with the chief administrative officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.

E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ord. 99-0048 § 1 (part), 1999.)

2.201.060 Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ord. 99-0048 § 1 (part), 1999.)

2.201.070 Employee retention rights.

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

A. A "retention employee" is an employee of a predecessor employer:

1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.

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

C. A subsequent employer is not required to hire a retention employee who:

1. Has been convicted of a crime related to the job or his or her job performance; or
2. Fails to meet any other county requirement for employees of a contractor.

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

2.201.080 Enforcement and remedies.

For violation of any of the provisions of this chapter:

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

B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:

1. Assess liquidated damages as provided in the contract; and/or
2. Recommend to the board of supervisors the termination of the contract; and/or
3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter in accordance with Section 2.202.040 of this code.

2.201.090 Exceptions.

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

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

C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.

D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:

1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
2. Has 20 or fewer employees during the contract period, including full time and part time employees; and
3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed $1,000,000.00; or
4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed $2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full time and part time employees, and more than $1,000,000.00 in annual gross revenues or $2,500,000.00 in annual gross revenues if a technical or professional service.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 99-0055 § 1, 1999: Ord. 99-0048 § 1 (part), 1999.)

2.201.100 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 99-0048 § 1 (part), 1999.)

EXHIBIT K

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 & Last 4 digits of SS#	(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)
		1	2	3	4	5						
1												
2												
3												
4												
5												
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.	Total (This Page)											
Print Authorized Name:	Grand Total (All Pages)											

Authorized Signature: Date: / /	Title:	Telephone Number (Include area code) ( )	Page: ___ of ___

EXHIBIT L

COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM

PAYROLL STATEMENT OF COMPLIANCE

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

Do hereby state:

1. That I pay or supervise the payment of the persons employed by _____ on the _____;
(Company or subcontractor Name) (Service, Building or Work Site)

that during the payroll period 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, that no rebates have been or will be made either directly or indirectly to or on behalf of _____
(Company 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 M
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:

a) You must be paid not less than the living wage rate of $9.64 per hour and your employer must pay at least $2.20 per hour towards health benefits, **OR**

b) You must be paid not less than the living wage rate of $11.84 per hour:

- The $11.84 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 $2.20 per hour towards your health benefits for you.
- The $11.84 per hour rate includes $2.20 per hour to enable you to purchase health benefits on your own, if you so choose. 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 an annual monetary amount established by the IRS 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:

_____ _____

County Department Administering this Contract | County Department Phone Number

OR

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

EXHIBIT M
CONDADO DE LOS ANGELES

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

Este empleador es un contratista del 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) Se le debe pagar no menos del salario digno de $9.64 por hora, y su empleador debe pagar al menos $2.20 por hora en beneficios médicos, **O**

b) Se le debe pagar no menos del salario digno de $11.84 por hora:
- Se le debe pagar un salario digno de $11.84 por hora si su empleador no provee beneficios médicas, **o** si su empleador paga menos de $2.20 por hora por sus beneficios médicos.
- El salario digno de $11.84 por hora incluye los $2.20 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 una compensación monetaria establecida por el Servicio de Impuestos Internos (IRS) al año si reune los requisitos para calificar. Para recibir el formulario, comuníquese con su empleador o al IRS al número gratuito (800) 829-3676.

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

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 N

CONTRACTOR CONFIDENTIALITY CERTIFICATION

CONTRACTOR NAME _____ Contract No._____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)