

MARGARET DONNELLAN TODD
COUNTY LIBRARIAN

November 12, 2008

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

Dear Supervisors:

**AWARD OF LANDSCAPE AND GROUNDS MAINTENANCE SERVICES
AGREEMENT FOR PUBLIC LIBRARY (LANDSCAPE AREA 6)
(SUPERVISORIAL DISTRICTS 1 and 5) (3 VOTES)**

SUBJECT

The Public Library is recommending Board approval of an agreement with Sepco Earthscape, Inc. at an annual cost of \$43,972.08 to provide landscape and grounds maintenance services in the Public Library's Landscape and Grounds Maintenance Services Area 6 for a period of three years effective upon the Board's approval or December 1, 2008, whichever is later. The library facilities in Area 6 are located in the cities of El Monte, South El Monte, La Cañada Flintridge, Lancaster, Santa Clarita and San Gabriel; and in the unincorporated area communities of East Los Angeles and Littlerock.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that landscape and grounds maintenance services can be more economically performed by an independent contractor than by County employees.
2. Approve and instruct the Chair to sign the attached Agreement with Sepco Earthscape, Inc. to provide landscape and grounds maintenance services in the Public Library's Landscape and Grounds Maintenance Services Area 6 for a period of 36 months, with two 12-month renewal options and month-to-month extensions, not to exceed a total of six months, at an annual cost

of \$43,972.08. This Agreement shall become effective upon your Board's approval or December 1, 2008, whichever is later.

3. Authorize the contractor to proceed with the work in accordance with the specifications, terms, conditions, and requirements of the Agreement.
4. Delegate authority to the County Librarian or her designee to execute amendments necessitated by an increase or decrease in the number of facilities or days of service at any of the County libraries over the term of the Agreement.
5. Delegate authority to the County Librarian or her designee to exercise all renewal options, and month-to-month extensions not to exceed a total of six months pursuant to the terms of the Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

This is to recommend that the Board approve the award of an Agreement for landscape and grounds maintenance services to Sepco Earthscape, Inc. (Sepco) as part of a continuing effort by the Department to provide the best possible service to the public at the lowest responsible cost. This recommendation is submitted based upon a finding that the provision of landscape and grounds maintenance services for the affected County facilities can be performed more economically by an independent contractor.

The recommended contract award is needed to continue the provision of landscape and grounds maintenance services at ten libraries located in the Public Library's Landscape and Grounds Maintenance Services Area 6 (Landscape Area 6) as detailed in Attachment A. Service to all of those facilities is currently provided by Midori Gardens. The current contract with Midori Gardens expires on November 30, 2008.

Implementation of Strategic Plan Goals

Approval of the recommended award is consistent with the County's Strategic Plan Goals in the areas of Service Excellence (1), Organizational Effectiveness (3), and Fiscal Responsibility (4).

FISCAL IMPACT/FINANCING

Sepco's estimated annual cost for the Public Library's Landscape Area 6 is \$43,972.08. This represents a cost savings of \$37,755.00 (46%) over the estimated County cost (including start-up costs) to perform similar services for the first year. The attached cost savings (Attachment B) were calculated based on the Revised Proposition A Contract Cost Format developed by the County Auditor-Controller's guidelines. The proposed Agreement does not include any cost-of-living increases.

The cost for this Agreement will be paid from existing funds included in the Department's operating budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Under the provisions of Section 2.121.250 through Section 2.121.420 of the Los Angeles County Code as amended, proposals were solicited for the provision of landscape and grounds maintenance services in the Public Library's Landscape Area 6. All requirements of County Code Section 2.121.380 have been met and there is no conflict of interest. On final analysis and consideration of an award, the recommended contractor was selected without regard to gender, race, color, creed, or national origin.

This Agreement is in compliance with the mandatory living wage requirements as set forth in Los Angeles County Code Chapter 2.201 (Living Wage Program). The recommended contractor has agreed to comply with all terms, conditions, and requirements of the County's Living Wage Program. Sepco will pay its full-time employees providing County services a living wage of \$11.84 per hour without health benefits. In addition, the recommended contractor agrees to consider qualified GAIN/GROW participants for employment openings and agrees to comply with the Jury Service Program and the Safely Surrendered Baby Law.

County Counsel has reviewed and approved the proposed Agreement as to form.

CONTRACTING PROCESS

On July 14, 2008, proposals were solicited from the Public Library's proposers list (Attachment C), which includes contractors listed on the County's Office of Affirmative Action Compliance Community Business Enterprise (CBE) Database.

Advertisements were placed in the *Los Angeles Times*, *The Sentinel*, and a number of bilingual community newspapers published by The Eastern Group. The solicitation information was also made available to prospective contractors on the Internet through the Office of Small Business website. The CBE information is summarized in Attachment D.

The mandatory proposers conference was held on August 4, 2008, with 10 potential proposers in attendance. Contractors were informed of the County's Living Wage Program and Contractor Responsibility and Debarment provisions. The Public Library received and evaluated a total of three proposals for the Public Library's Landscape Area 6. Each proposal was rated on the following criteria: proposer's qualifications; proposer's approach to providing required services; proposer's quality control plan; Living Wage compliance; and cost. The Public Library also reviewed available resources to assess the recommended contractor's past performance, history of labor law violations, and prior experience with County contracts.

The Department determined, through the Request for Proposals process, that these services can be performed more economically by an independent contractor, and recommends awarding an Agreement to Sepco. The recommended contractor was ranked the highest overall, and was determined to have the most responsive and responsible proposal.

Sepco will pay its employees a living wage of not less than \$11.84 per hour without health benefits. The recommended contractor will also provide its employees with paid holidays. The Proposition A Contracting -- Employee Wages & Benefits form summarizing and comparing the contractor's wages and benefits to those of the County is attached (Attachment E).

IMPACT ON CURRENT SERVICES

Approval of the Agreement will assure the continuation of landscape and grounds maintenance services for County Public Library facilities.

CONCLUSION

Please return a conformed copy of the adopted Board Letter and the Agreement to the Public Library and the Office of the County Counsel. In addition, please return to the Public Library two fully conformed copies of the agreement with original signatures.

Honorable Board of Supervisors
November 12, 2008
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Respectfully submitted,

A handwritten signature in black ink that reads "Margaret Donnellan Todd". The signature is written in a cursive, flowing style.

MARGARET DONNELLAN TODD
County Librarian

MDT:DF:bf

Attachments (5)

c: Chief Executive Officer
County Counsel
Auditor-Controller

COUNTY OF LOS ANGELES PUBLIC LIBRARY

Landscape and Grounds Maintenance Services - Area 6 Libraries

First District

Anthony Quinn Library
City Terrace Library
El Monte Library
Norwood Library
South El Monte Library

Second District

None

Third District

None

Fourth District

None

Fifth District

La Cañada Flintridge Library
Lancaster Library
Littlerock Library
Newhall Library
San Gabriel Library

County of Los Angeles Public Library
 County's Estimated Avoidable Costs Compared To The Contractor's Costs
 Landscape and Grounds Maintenance Services - Area 6

County Cost

Direct

Salaries

Position	Monthly Salary ¹	No. of Positions ²	No. of Months	Total
Ground Maintenance Supervisor	4,086.00	0.12	12.00	6,003.92
Ground Maintenance Worker II	3,313.36	0.51	12.00	20,285.88
Ground Maintenance Worker I	2,962.00	0.51	12.00	18,134.69
		1.14		44,424.49
				44,424.49
Sub-Total Salaries				44,424.49
Employee Benefits	42.878%			19,048.29
				63,472.78

Services & Supplies

	Monthly Cost	No. of Months	Total
Uniform (3 employees)	5.90	12.00	212.40
Supplies (burlap bags)	327.00	12.00	3,924.00
Fuel		12.00	0.00
Total Services & Supplies			4,136.40

Description	Monthly Cost	No. of Months	Total
Equipment - Ongoing	130.00	12.00	1,560.00
Equipment - One-Time Start Up ³			12,557.83
Total Equipment			14,117.83

Indirect

Avoidable Overhead 0.00

Total Estimated Avoidable Costs	\$ 81,727
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Contracting Costs

Direct

Contract Cost \$ 43,972

Indirect Cost

Contract Monitoring 0

Total Contract Costs	\$ 43,972
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\$ 37,755

Estimated Savings from Contracting	\$ 37,755
(Avoidable Costs Less Contract Costs)	46%

COUNTY OF LOS ANGELES PUBLIC LIBRARY
Landscape and Grounds Maintenance Services - Area 6
COUNTY VS. CONTRACTOR COSTS
Contractor - Sepco Earthscape Inc.
By Category

Costs by Category	County	Contractor	Difference
STAFFING:			
Supervisor	0.12	0.10	0.02
Working Supervisor	0.51	0.43	0.08
Grounds Maintenance Worker	0.51	0.43	0.08
TOTAL STAFFING	1.14	0.96	0.18
S & EB			
Salaries	\$44,424	\$25,812	\$18,612
Payroll Tax/Insurance	\$0	\$8,299	(8,299)
Employee Benefits	19,048	0	19,048
TOTAL S & EB	\$63,473	\$34,111	\$29,362
SERVICES AND SUPPLIES			
Supplies & Material	\$3,924	\$600	\$3,324
Uniforms	212	0	212
Telephone/Utilities	0	180	(180)
Fuel	0	3,120	(3,120)
TOTAL S & S:	\$4,136	\$3,900	\$236
EQUIPMENT			
Equipment - ongoing	\$1,560	\$1,284	\$276
Equipment - one time startup	12,558	0	12,558
TOTAL EQUIPMENT:	\$14,118	\$1,284	\$12,834
TOTAL SERVICES/SUPPLIES/EQUIPMENT	\$18,254	\$5,184	\$13,070
General Liability/Auto Insurance	0	2,520	(2,520)
General Accounting/Bookkeeping	0	300	(300)
Management Overhead	0		0
Other	0		0
PROFIT	0	1,857	(1,857)
TOTAL COUNTY VS. CONTRACT COSTS	81,727	43,972	37,755

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES - AREA 6
CONTRACTOR'S PROPOSED COSTS BY CATEGORY
SEPCO EARTHSCAPE INC.**

Salaries					
Position	Full Time Equivalent	Hourly Rate/monthly Rate	Total		
Supervisor	0.10	\$16.00			3,456
Working Supervisor	0.43	13.00			11,700
Ground Maintenance Worker	0.43	11.84			10,656
	Total Salaries:		\$		25,812
Payroll Tax & Insurance	12	692	\$		8,299
Total Salaries and Employee Benefits			\$		34,111
Equipment	# of Months	Cost/Month	Total		
Vehicle	12	80			960
Office equipment	12	27			324
		Total Equipment			1,284
Services and Supplies					
Supplies	12	50			600
Telephone/Utilities	12	15			180
Other : Gas Dump Fee	12	260			3,120
Total Equipment/Services and Supplies			\$		5,184
General Liability Insurance/Policy	12	210	\$		2,520
General Accounting/Bookkeeping	12	25	\$		300
Management Overhead	12		\$		0
Other	12		\$		0
Profit	12	155	\$		1,857
CONTRACTING COSTS			\$		43,972

County of Los Angeles Public Library
 County's Estimated Avoidable Costs Compared To The Contractor's Costs
 Landscape and Grounds Maintenance Services - Area 6
 Sepco Earthscape Inc.

- 1) Annual salaries are based on max step as of August 1, 2008. FTE/position calculation based on 1764 hours.
- 2) County staffing pattern developed from composite of the contract bidder's staffing required to accomplish work for Area 6.
- 3) Start-up costs based on estimate agreement vendor quotes, as prepared by the Procurement/Contracting Section.

1 ton stake bed truck per ISD fleet	\$60,000.00
Powerland Equip:	1,821.13
Misc. Garden Tools	955.17
Bags Polypropylene 14"x26"	12.86
Total	<u>\$62,789.16</u>
 Cost spread over five-year life	 <u>\$12,557.83</u>

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES – AREA 6
PROPOSERS LIST**

AC HORTICULTURE MANAGEMENT
18419 LUDLOW ST.
NORTHRIDGE, CA 91326

BENNET ENTERPRISES, INC.
25889 BELLE PORTE AVENUE
HARBOR CITY, CA 90710

**COMPLETE GARDENING &
LANDSCAPE CG&L**
PO BOX 1862
703 W. CARTER DRV.
GLEN DORA, CA 91740

ACCENT LANDSCAPE INC.
PO BOX 3550
GARDENA, CA 90247

BRIGADIER CORPORATION
915 W. FOOTHILL BLVD., #C-403
CLAREMONT, CA 91711

**CREATIVE CONCEPTS LANDSCAPE
MANAGEMENT, INC.**
4118 LA CRESCENTA AVE.,
LA CRESCENTA, CA 91214

ADVANCED SYNTEC
6026 VIA MONTANEZ
CAMARILLO, CA 93012

CACHO LANDSCAPE
711 TRUMAN ST.
SAN FERNANDO, CA 91340

CUT-N-EDGE, INC.
PO BOX 4457
VALLEY VILLAGE, CA 91617

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

**CALIFORNIA CONSERVATION
CORPS**
11401 BLOOMFIELD AVE., BOX 9
NORWALK, CA 90650

**DESERT SKY LANDSCAPING
MAINTENANCE**
5116 W. AVE., L-8
Lancaster, ca 93534

ALL SEASONS LANDSCAPE
3107 TOPAZ LN., APT. D
FULLERTON, CA 92831

CALIFORNIA CORE
211 FURNESS AVE.
LOS ANGELES, CA 90042

**DIVERSIFIED MAINTENANCE
SERVICES, INC.**
417 E. HUNTINGTON DRIVE
MONROVIA, CA 91016

ALMA GARDENING COMPANY
2583 SIERRA HWY.
ACTON, CA 93510

CALIFORNIA CREATIONS
14971 FOOTHILL BLVD.
SYLMAR, CA 91342

EP MAINTENANCE
16202 ALPINE PLACE
LA MIRADA, CA 90638

AMERICAN GOLF CORPORATION
ATTN: COURSE ACCOUNTING
19800 S. MAIN STREET
CARSON, CA 90745

CALIFORNIA SPIRIT SERVICES
36200 PARADISE RANCH, SUITE 105
CASTAIC LAKE, CA 91384

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

ARCHER LANDSCAPE SERVICES
2821 E. WHITE STAR AVE., UNIT A
ANAHEIM, CA 92806

CAM SERVICES
5664 SELMARINE DRV.
CULVER CITY, CA 90230

**FAR-EAST LANDSCAPE &
MAINTENANCE, INC.**
PO BOX 950351
MISSION HILLS, CA 91395

AZTECA LANDSCAPE
1027 E. ACACIA STREET
ONTARIO, CA 91761

**CHRYSALIS CENTER
CHRYSALIS WORKS**
1853 LINCOLN BLVD.
SANTA MONICA, CA 90404

**FOUR STAR LANDSCAPE /
MAINTENANCE**
1559 W. WILLOW ST.
LONG BEACH, CA 90810

BB LANDSCAPE
406 W. PALM DR.
COVINA, CA 91723

COMMERICAL TREE CARE
24885 SAN FERNANDO RD., UNIT B
NEWHALL, CA 91321

FRANK MATTISON LANDSCAPE
43759 15TH ST. W., #217
LANCASTER, CA 93534

GARDNER TRACTOR SERVICE
10552 CHESNUT AVE.
STANTON, CA 90680

GREEN TIPS GARDENING
732 NORTH ELSPETH WAY
COVINA, CA 91722

**OROZCO LANDSCAPE
AND TREE CO**
1419 EAST END AVENUE
POMONA, CA 91766

GENERAL MAINTENANCE
PO BOX 191304
LOS ANGELES, CA 90019

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

PAN AMERICAN LANDSCAPING
4570 VAN NUYS BLVD., #284
SHERMAN OAKS, CA 91403

GENERAL SECURITY SERVICE, INC.
14009 CRESHAW BLVD., #D
HAWTHORNE, CA 90250

**HARVESTER LANDSCAPE
AND TREE SERVICE**
1007 N. UNIVERSITY ST
REDLANDS, CA 92374

PANTERA ENTERPRISES
28007 ALTA VISTA AVE.
VALENCIA, CA 91355

GHARMONY, INC.
PO BOX 3333
SAN DIMAS, CA 91773

JB JANITORIAL
113 WILLOW CT. SE
RIO RANCHO, NM 87124

**PARKWOOD LANDSCAPE
MAINTENANCE, INC.**
16443 HART ST.
VAN NUYS, CA 91406

GOLDEN COAST LANDSCAPE
9359 URBANA AVE.
ARLETA, CA 91331

JOHNSON CONTROLS, INC.
7315 N. ATLANTIC AVE.
CAPE CANAVERAL, FL 32920

PESTMASTER SERVICES, INC.
137 E. SOUTH ST.
BISHOP, CA 93514

GOMEZ LANDSCAPE DESIGN
23932 CLARINGTON DRV.
WEST HILLS, CA 91304

**JUAN MUNOZ
JM LANDSCAPING**
PO BOX 2073
BURBANK, CA 91507

PLANT TERRA LANDSCAPE, INC.
13913 LA CASCADE CT
BAKERSFIELD, CA 93314

GOODWILL SO CALIF-VALLEY
14565 LANARK ST.
PANORAMA CITY, CA 91402

L. BARRIOS & ASSOCIATES, INC.
302 E. FOOTHILL BLVD., STE 101
SAN DIMAS, CA 91773

POWERLAND EQUIPMENT, INC.
27943 VALLEY CENTER RD.
VALLEY CENTER, CA 92802

GRANDVIEW TREE SURGERY CO
819 S. MAGNOLIA AVE., STE. D
MONROVIA, CA 91016

LAND CREATIONS
15267 COBALT ST.
SYLMAR, CA 91342

PRIDE INDUSTRIES
10030 FOOTHILLS BLVD.
ROSEVILLE, CA 95747

GREEN LEAF GTH
5632 VAN NUYS BLVD., SUITE 485
VAN NUYS, CA 91401

NOON PRODUCTIONS, LLC
PO BOX 802874
SANTA CLARITA, CA 91380

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

GREEN TECH
13128 TELEGRAPH RD., STE. G1
SANTA FE SPRINGS, CA 90670

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

R. C. FLOWERSCAPE
1421 E. CLIFPARK WAY
ANAHEIM, CA 92805

**RANCHO CALIFORNIA
LANDSCAPING**
13801 S. WESTERN AVENUE
GARDENA, CA 90249

SIGNATURE CONSULTING
8255 JOHNSON LANE
GRANITE BAY, CA 95746

**THE ORIGINAL MOWBRAYSTREE
SERVICE**
PO BOX 3892
171 S. WATERMAN AVENUE
SAN BERNARDINO, CA 92413

**REAL ESTATE CONSULTING &
SERVICES, INC.**
635 E. 1ST ST., #418
TUSTIN, CA 92780

SIMON'S POWER EQUIPMENT, INC.
12117 VANOWEN ST.
NORTH HOLLYWOOD, CA 91605

THE PAR 3 GROUP
101 ATLANTIC AVE., STE. 104
LONG BEACH, CA 90802

**RICHAN LANDSCAPE &
MAINTENANCE**
23870 PINE STREET
NEWHALL, CA 91321

**SOLID GROUNDS LANDSCAPE
MAINTENANCE, INC.**
8800 S. 4TH AVE.,
INGLEWOOD, CA 90305

THOMASCAPE/HIGHRIDGE CORP.
1571 E. ST. GERTRUDE PLACE
PO BOX 30025
SANTA ANA, CA 92735

RMT GOLF & SPORT
26517 CALLE LORENZO
SAN JUAN CAPO, CA 92675

**SOUTHERN CALIFORNIA TREE
& LANDSCAPING**
SOUTHERN CALIFORNIA GARDEN
PO BOX 3395
TORRANCE, CA 90510

TORIBIO'S LANDSCAPE
1638 SUNFLOWER AVENUE
GLEN DORA, CA 91740

ROLEY ASSOCIATES, INC.
1405 BARNHART LANE
NORCO, CA 92860

SPRAGUE CONSULTANTS, INC.
30251 GOLDEN LANTERN, SUITE
E#90
LAGUNA NIGUEL, CA 92677

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

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

STEELCLAD, INC.
320 N. PALM ST., STE. C
BREA, CA 92821

TRI VALLEY LANDSCAPE
2955 E. HILLCREST DRV., SUITE 107
WESTLAKE VILLAGE, CA 91362

S. C. YAMAMOTO, INC.
2001 EMERY AVENUE
LA HABRA, CA 90631

STEVENS TREE EXPERTS
2570 E. WALNUT ST., STE. A
PASADENA, CA 91107

TRUGREEN LANDCARE
1323 W. 130TH ST.
GARDENA, CA 90247

**SAFETY ZONE WEED
AND BRUSH CONTROL**
23843 BESSEMER STREET
WOODLAND HILLS, CA 91367

**SUMMERSET LANDSCAPE
SERVICES**
10383 CORDERO RD.
PHELAN, CA 92371

TRUEGREEN LANDCARE
7755 DEERING AVE.
CANOGA PARK, CA 91034

SERVICE FIRST ARBORISTS
11194 PIPELINE AVE.
POMONA, CA 91766

SWAYZER'S INC.
1663 E. DEL AMO
CARSON, CA 90746

TRUGREEN LANDCARE
1150 W. TRENTON AVENUE
ORANGE, CA 92867

SIERRA WEST LANDSCAPE CO.
PO BOX 787
POMONA, CA 91769

SYSTEMS MANAGEMENT, INC.
1635 N. LAKE
PASADENA, CA 91104

UNITED JANITORIAL SERVICES
6375 IMPERIAL AVENUE
SAN DIEGO, CA 92114

UNITED PACIFIC SERVICES
5529 LEEDS STREET
SOUTH GATE, CA 90280

ACCENT LANDSCAPE INC.
P.O. Box 3550
Gardena, CA 90247

**MARIPOSA HORTICULTURAL
ENTERPRISES INC.**
15529 Arrow Highway
Irwindale, CA 91706

UNIVERSO CLEANING, INC.
111 S. GARFIELD BLVD., STE. 101-A
MONTEBELLO, CA 90640

GALLO'S NURSERY
11528 Thienes Ave.
South El Monte, CA 91733

ANIL VERMA ASSOCIATES, INC.
444 S. Flower Street, Suite 1688
Los Angeles, CA 90071

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

MIA LEHRER & ASSOCIATES
3780 Wilshire Blvd., Ste 250
Los Angeles, CA 90010

MTGL INC.
2992 E. La Palma Ave., Suite A
Anaheim, CA 92806

VAN GOGH LANDSCAPING
11684 VENTURA BLVD., STE. 818
STUDIO CITY, CA 91604

RAW INTERNATIONAL, INC.
801 S. Grand Ave., Suite 502
Los Angeles, CA 90017

TAKAHASHI ASSOCIATES
941 Amanda Lane
La Habra, CA 90631

VILLA ESPERANZA SERVICES
2116 E. VILLA ST.
PASADENA, CA 91107

VFL PLANNING CONSULTANTS
11712 Doty Ave.
Hawthorne, CA 90250

**INTERNATIONAL ENVIRONMENTAL
CORPORATION**
P.O. Box 4218
Panorama City, CA 91412

WD ENTERPRISE, INC.
PO BOX 8804
WICHITA, KS 67208

SEPCO EARTHSCAPE, INC.
PO Box 5640
Santa Monica, CA 90409

MIDORI GARDENS
3221 S. Main Street
Santa Ana, CA 92707

**WOODS MAINTENANCE SERVICES,
INC. GRAFFITI CONTROL**
7260 ATOLL AVENUE
NORTH HOLLYWOD, CA 91605

TOYO LANDSCAPING COMPANY
764 North Cypress Street
Orange, CA 92867

**PREMIER BUILDING MAINTENANCE
SERVICES**
4055 Wilshire Blvd., Suite 257
Los Angeles, CA 90010

WURZEL LANDSCAPE
3214 OAKDELL RD.
STUDIO CITY, CA 91604

APPLE'S TRACTOR SERVICE
P.O. Box 354
Norwalk, CA 90651

AMADO LANDSCAPING INC.
3856 W. 115th St.
Hawthorne, CA 90250

AETNA TRADING CORP.
34 Wintersweet Way.
Irvine, CA 92612

ARBOR PLUS CO.
3279 Eagle Rock Blvd.
Los Angeles, CA 90065

LANDSCAPE ASSOCIATES INC.
16251 N. Filbert Street
Sylmar, CA 91342

FLANIGAN FARMS
9522 Jefferson Blvd.
Culver City, CA 90232

G & C EQUIPMENT CORPORATION
1875 W Redondo Beach Blvd. Suite 102
Gardena, CA 90247

ONYX WORLD COMPANIES INC
6112 S. Croft Ave.
Los Angeles, CA 90056

NATHAN KIMMEL COMPANY, LLC
P.O. Box 21462
Los Angeles, CA 90021

PURPLE PERAL
1933 South Broadway LA Mart#424
Los Angeles, CA 90007

CORNERSTONE STUDIOS INC.
106 W. 4th St., 5th floor
Santa Ana, CA 92701

KATHERINE SPITZ ASSOCIATES INC.
4212 ½ Glencoe Ave.
Marina Del Rey, CA 90292

LYNN CAPOUYA, INC.
3822 Campus Drive., Suite 120
Newport Beach, CA 92660

MELENDREZ ASSOCIATES
617 South Olive St. 11th Floor
Los Angeles, CA 90014

FRANK MATTISON LANDSCAPE
43759 15th St. W. #217
Lancaster, CA

LIMCO
412 De La Vina St.
Santa Barbara, CA

NEW VISION
1436 Orchard St., #A
Santa Paula, CA 93060

MOSS AMERICA COMPANIES
PO Box 5795
Beverly Hills, CA 95795-5795

NEW GENERATION LANDSCAPE INC.
16042 Basset St.
Van Nuys, CA 64805-4805

ALMA GARDENING COMPANY
2583 Sierra Hwy.
Acton, CA

TORIBIO'S LANDSCAPE
937 E. Haltern St.
Azusa, CA 91702

FIRST SOURCE
11823 Laughton Way
Northridge, CA 91326

MOSS AMERICA COMPANIES
PO Box 5795
Beverly Hills, CA 90209

**ADMIN BUS SERVICES INC
DBA ABS PERSONNEL**
711 E. Ball Rd. Ste. 201
Anaheim, CA 92805

AHBE LANDSCAPE ARCHITECTS
8729 Washington Blvd.
Culver City, CA

DMS LANDSCAPE LLC
2320 S. Pullman Street
Santa Ana, CA

AMERICAN LANDSCAPE MGMT. INC.
7949 Deering Ave.
Canoga Park, CA

**ARTISTIC TOUCH LANDSCAPE
MANAGEMENT**
705 An. Garsden Ave.
Covina, CA

AUSTIN VEUM ROBBINS PARSHALLE
550 S. Hope St., Ste. 1800
Los Angeles, CA

DSK LANDSCAPE ARCHITECTS
3333 Wilshire Blvd., Ste. 103
Los Angeles, CA

CLARK & GREEN ASSOC.
150 Paularino Ave. Suite 160
Costa Mesa, CA 92626

DAVID EVANS & ASSOCIATES INC.
9635 Granite Ridge Drive, Suite 300
San Diego, CA 92123

**ENVIRONMENTAL LANDSCAPE
DESIGN**
2640 Oakmont
Santa Ana, CA 92705

FERNANDO JUAREZ & ASSOCIATES
111 Glendale Blvd.
Los Angeles, CA

FONDA'S SPRINKLERS
712 Valley View Ave.
Monrovia, CA 91016

FOOTHILL LANDSCAPE
13225 Foothill Blvd.
Sylmar, CA 91342

FOOTHILL ASSOCIATES
24961 The Old Road, Suite 102
Stevenson Ranch, CA 91381

FUJIMOTO LANDSCAPING
17715 Yukon Ave.
Torrance, CA

GDE CONTROL PRODUCTES INC
23192 Alcalde Drive, Unit F
Laguna Hills, CA 92653

GENESIS LANDSCAPE & PAVERS
13369 Dronfield Avenue
Sylmar, CA 91342

GEOFON
22632 Golden Springs Dr., Ste. 270
Diamond Bar, CA

GRANDVIEW TREE SURGERY CO.
819 S. Magnolia Ave., Ste. D
Monrovia, CA

GRIFFIN ENRIGHT ARCHITECTS
12468 Washington Blvd.
Los Angeles, CA 90066

BOB HICKS TURF EQUIP CO INC
PO Box 537
Placentia, CA

HIRSCH & ASSOCIATES, INC.
2221 E. Winston Rd., Ste A
Chula Vista, CA

IGE
693 Marsat Ct., Ste. A
Chula Vista, CA

**INTEGRATED INFRASTRUCTURES
INC**
1334 N. Sultana Ave.
Ontario, CA

**DMA GREENCARE CONTRACTING
INC.**
14032 Enderle Center Dr., Ste. 220
Tustin, CA

JAMES BOWEN AIA ARCHITECT
1517 Park Row
Venice, CA

JAMES HEIMLER INC
19510 Ventura Blvd., Ste 210
Tarzana, CA

JJC CONSULTING GROUP
13412 San Timoteo Canyon Rd
Redlands, CA

**LANDSCAPE INDUSTRIES AND/OR
SHEA LAND INDUSTRY, INC.**
PO Box 285
La Canada, CA

LARRY JACINTO FARMING INC.
PO Box 275
Mentone, CA 90275-0275

**LYNNE DWYER LANDSCAPE
ARCHITECTURE**
570 West Avenue 26, Suite 700
Los Angeles, CA 90065

MCINTOSH & ASSOCIATES
2001 Wheelan Court
Bakersfield, CA 93309

MELENDREZ DESIGN PARTNERS
617 S. Olive St., 11th Floor
Los Angeles, CA

MISSION CRITICAL ENTERPRISES
800 Delaware Ave., Suite 1003
Wilmington, DE

MOORE, IACOFANO, GOLTSMAN INC.
800 Hearst Ave.
Berkeley, CA

MORRIS ARCHITECTS
3200 Airport Avenue, Suite 25
Santa Monica, CA

MORSE-BOUDREAU ARCHITECTS
1931 Newport Blvd., Ste. A
Costa Mesa, CA

MUNOZ LANDSCAPE
646 S. Mentor
Pasadena, CA 91106

NAKAE & ASSOCIATES, INC.
11159 Jeffrey Rd.
Irvine, CA 92602

NUVIS
3151 Airway Ave., Ste. J3
Costa Mesa, CA

PDG ARCHITECTS
5000 Parkway Calabasas, Ste. 302
Calabasas, CA

PLAN-AIRE
1280 N. Coast Highway
Laguna Beach, CA 92651

PLANTASIA
2550 Via Tejon, Suite 3F
Palos Verdes ES, CA 90274

RBB ARCHITECTS INC.
10980 Wilshire Blvd., Ste 257
Los Angeles, CA

RBF CONSULTING
14725 Alton Pkwy
Irvine, CA

RETRIEVER INC.
4660 Slater Road
Eagan, MN 55122

RNL DESIGN
800 Wilshire Blvd., Ste 400
Los Angeles, CA

**RTK ARCHITECTS ROBINSON,
TAKAHSHI, KATZ**
2020 S. Robertson Blvd.
Los Angeles, CA

THE ACRES GROUP, INC.
901 S. Fremont Ave., Ste. 238
Alhambra, CA

SAL'S TREE SERVICE
11406 Walnut Street
Whittier, CA 90606

SAVAGE CYBER SEARCH
9335 Columbine Ave.
California City, CA

SPOHN RANCH, INC.
15131 Clark Ave., Unit B
Industry, CA 91745

TORRES ARCHITECTS, INC.
2421 W. 205th St., Ste. D200
Torrance, CA

SWA GROUP
2200 Bridgeway
Sausalito, CA

TURPIN & RATTAN ENGINEERING
2441 Honolulu Ave., Ste 200
Montrose, CA

TYLER/GONZALEZ ASSOCIATES
12 South Fair Oaks Ave., Ste. 200
Pasadena, CA 91105

URDIANO'S GARDENING INC.
12348 Rush St.
South El Monte, CA 91733

VALLEYCREST LANDSCAPE MAINT.
1960 S. Yale St.
Santa Ana, CA

WRC CONSULTING SERVICES, INC.
1800 E. Gary Avenue, Suite 213
Santa Ana, CA 92705

WILLDAN ASSOCIATES
13191 Crossroads Parkway North, Ste.
405
City of Industry, CA

CA SPIRIT SERVICES
ATTN: RICHARD JEWETT
36200 PARADISE RANCH STE 105
CASTAIC LAKE CA 91384

SEPCO EARTHSCAPE INC
ATTN SEPPER RAAFAT
PO BOX 5640
SANTA MONICA CA 90409

ACCENT LANDSCAPE
ATTN ROBERT IZUMO
PO BOX 3550
GARDENA CA 90247

ARMEN COMPANY
ED BAGOUMIAN
PO BOX 36
MONTROSE CA 91021

PEST MASTER SERVICES
ATTN LINDA DEAN
137 E SOUTH ST
BISHOP CA 93514

POLIEMA LANDSCAPE
ATTN LARRY RAMIREZ
732 N DIAMOND BAR BLVD STE 110
DIAMOND B.AR CA 91765

AZTECA LANDSCAPE
NICK ALVARADO
1027 E ACACIA STREET
ONTARIO CA 91761

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES - AREA 6**

COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION SUMMARY

Contractor	Sepco Earthscape, Inc.	Grace Building Maintenance Co.	Midori Gardens
Total Number of Employees in Firm	42	75	110
Owners/Partner/Assoc. Partners			
Black/African American			
Hispanic/Latin American			
Asian or Pacific Islander		1	1
American Indian			
Filipino			
White	2		
Total	2	1	1
Women (should be included in counts above and also reported here separately).	1	0	0
Managers			
Black/African American		1	
Hispanic/Latin American		8	6
Asian or Pacific Islander		4	2
American Indian			
Filipino			1
White			1
Total	0	13	10
Women (should be included in counts above and also reported here separately).	0	5	0
Staff			
Black/African American		15	
Hispanic/Latin American	40	41	96
Asian or Pacific Islander		5	1
American Indian			
Filipino			
White			2
Total	40	46	99
Women (should be included in counts above and also reported here separately).	0	22	3
Percentage of Ownership			
Black/African American			
Hispanic/Latin American			
Asian or Pacific Islander		100%	100%
American Indian			
Filipino			
White	100%		
Total	100%	100%	100%
Women (should be included in counts above and also reported here separately).	50%	0%	0%
Current Certification as Minority/Women-Owned Firm			
State of California	*	*	*
City of Los Angeles	*	*	*
Federal Government	*	*	*
County of Los Angeles	*	*	*

*Did not provide information on CBE form.

Figures are based on information received from bidders on their proposals. Therefore, some columns may not add to the correct totals.

COUNTY OF LOS ANGELES PUBLIC LIBRARY

**PROPOSITION A CONTRACT
EMPLOYEE WAGES & BENEFITS**

LANDSCAPE AND GROUNDS MAINTENANCE SERVICES – AREA 6

The proposed contract would reduce the County's cost to provide landscape and grounds maintenance services by an estimated **\$37,775 (46%)** based on Auditor-Controller guidelines for cost comparison. Additional information on contractor employees' wages and benefits is provided below.

COMPARISON OF WAGES

<u>Position</u>	<u>County</u>	<u>Contractor</u>
Laborer	\$16.09 per hour	\$11.84 per hour

CONTRACTOR EMPLOYEE BENEFITS

Benefit

Health Insurance	No
Retirement Plan	No
Dental Plan	No
Holidays	21 paid days per year
Sick Leave	None
Vacation	5 paid days per year, after 3 years -10 paid days per year
Life Insurance	No
Other	None

Contractor Health Plan Information

None



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

SEPCO EARTHSCAPE, INC.

FOR

**LANDSCAPE AND GROUNDS MAINTENANCE
SERVICES**

AREA 6

76752

22 NOV 12, 2008

**CONTRACT PROVISIONS
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES – AREA 6**

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LANDSCAPE AND GROUNDS MAINTENANCE SERVICES – AREA 6**

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LANDSCAPE AND GROUNDS MAINTENANCE SERVICES – AREA 6**

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**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
SEPSCO EARTHSCAPE, INC.
FOR
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES
AREA 6**

This Contract and Exhibits made and entered into this 12TH day of NOVEMBER, 2008 by and between the County of Los Angeles, hereinafter referred to as County and **Sepeco Earthscape, Inc.**, hereinafter referred to as Contractor. **Sepeco Earthscape, Inc.**, is located at **P.O. Box 5640, Santa Monica, CA 90409.**

RECITALS

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

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

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

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

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

76752

22 NOV 13 2008

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.

Standard Exhibits:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Pricing Schedule
- 1.3 EXHIBIT C - Contractor's Proposed Schedule
- 1.4 EXHIBIT D - Contractor's EEO Certification
- 1.5 EXHIBIT E - County's Administration
- 1.6 EXHIBIT F - Contractor's Administration
- 1.7 EXHIBIT G - Forms Required at the Time of Contract Execution
- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I - Safely Surrendered Baby Law

Unique Exhibits:

Prop A – Living Wage Program

- 1.10 EXHIBIT J - Living Wage Ordinance
- 1.11 EXHIBIT K - Monthly Certification for Applicable Health Benefit Payments
- 1.12 EXHIBIT L - Payroll Statement of Compliance

Health Insurance Portability & Accountability Act (HIPAA) Agreement

- 1.13 EXHIBIT M - Contractor's Obligation as a "Business Associate" Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- 1.14 EXHIBIT N - California Labor Code Sections 1060 - 1065

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid

unless prepared pursuant to Sub-section 8.1 - Amendments and signed by both parties.

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 **Call Back:** Emergency services that shall be addressed by the Contractor within a two (2) hour time frame of notification.
- 2.2 **Contract:** Agreement executed between the County and the Contractor. It sets forth the terms and conditions for the issuance and performance of *Exhibit A - Statement of Work*.
- 2.3 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.
- 2.4 **Contractor's Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.5 **County:** Los Angeles County Department of Public Library.
- 2.6 **County Contract Project Director:** The individual designated by the County with authority for the County on contractual or administrative matters relating to this Contract that cannot be resolved by the County Contract Project Manager.
- 2.7 **County Contract Project Manager:** The individual designated by the County Contract Project Director to manage the operations under this Contract.
- 2.8 **County Contract Project Monitor:** The individual designated to oversee the day to day activities of this Contract. They are responsible for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.9 **County Librarian:** Director of Los Angeles County Department of Public Library.
- 2.10 **Day(s):** Business day(s) unless otherwise specified.

- 2.11 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.12 **Library:** Los Angeles County Department of Public Library.

3.0 WORK

- 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 herein.
- 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.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be **three (3)** years commencing after execution by the County Board of Supervisors (Board), unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the sole option to extend this Contract term for up to **two (2)** additional one (1) year periods and **six (6)** month to month extensions, for a maximum total Contract term of five (5) years and six (6) months. Each such option and extension shall be exercised at the sole discretion of the County Librarian or his/her designee as authorized by the Board.
- 4.3 The Contractor shall notify the County 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 County at the address herein provided in *Exhibit E - County's Administration*.

5.0 CONTRACT SUM

- 5.1 The maximum contract sum under the terms of this Contract shall be the total monetary amount payable by the County to the Contractor for provision of the Services specified herein in accordance with *Exhibit B - Pricing Schedule*, and *Exhibit C - Contractor's Proposed Schedule*, and

shall not exceed **\$43,972.08** for each year of this Contract, except as set forth in Sub-section 8.1 - Amendments.

- 5.2 The Contractor will be paid the monthly contract fee of **\$3,664.34**, approximately forty-five (45) business days in arrears, after submission of invoices. Approval of invoices submitted will be subject to auditing requirements of the County.
- 5.3 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, or 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, shall occur only with the County's express prior written approval.
- 5.4 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 County at the address herein provided in *Exhibit E - County's Administration*.

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 Invoices and Payments

5.6.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in *Exhibit A - Statement of Work* and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in *Exhibit B - Pricing Schedule and Exhibit C - Contractor's Proposed Schedule*, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

5.6.2 The Contractor's invoices shall be priced in accordance with *Exhibit B - Pricing Schedule and Exhibit C - Contractor's Proposed Schedule*.

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

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

Prop A - Living Wage Program:

No invoice will be approved for payment unless the following is included:

- ***Exhibit K - Monthly Certification for Applicable Health Benefit Payments (if applicable)***
- ***Exhibit L - Payroll Statement of Compliance***

5.6.5 All invoices under this Contract shall be submitted in **two (2)** copies to the following address:

Los Angeles County Department of Public Library
Contract Services Unit
7400 East Imperial Highway, Room 206
Downey, CA 90242

5.6.6 County Approval of Invoices

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

5.6.7 Local Small Business Enterprises – Prompt Payment Program (if applicable)

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 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following Sub-sections are designated in *Exhibit E - County's Administration*. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County Contract Project Director

The Responsibilities of the County Contract Project Director include:

- ensuring that the objectives of this Contract are met; and
- providing direction to the Contractor in the areas relating to the County policy, information requirements, and procedural requirements.

6.2 County Contract Project Manager

The responsibilities of the County Contract Project Manager include:

- meeting with the Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

The County Contract Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate the County in any respect whatsoever.

6.3 County Contract Project Monitor

The County Contract Project Monitor is responsible for overseeing the day-to-day administration of this Contract. The County Contract Project

Monitor reports to the County Contract Project Manager.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

CONTRACTOR'S ADMINISTRATION

7.1 Contractor's Project Manager

7.1.1 The Contractor's Project Manager is designated in *Exhibit F - Contractor's Administration*. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with the County Contract Project Manager and the County Contract Project Monitor on a regular basis.

7.1.3 The Contractor's Project Manager must have **three (3)** years of documented experience.

7.2 Approval of Contractor's Employees

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

7.2.2 The Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for the Contractor in every detail.

7.2.3 The County may require the Contractor, at their expense, to conduct background security checks on their employees.

7.3 Contractor's Employee Identification

The Contractor shall provide, at the Contractor's expense, all employees providing services under this Contract with a photo identification badge.

7.3.1 The Contractor is responsible to ensure that employees have obtained an ID badge before they are assigned to work in a County facility. The Contractor's employees may be asked to leave a County facility by a County representative if they do not have the proper ID badge on their person.

7.3.2 The Contractor shall notify the County within one business day when employees are terminated from working under this Contract. The Contractor shall retrieve the employee's ID badge on the next business day after the employee has terminated employment with the Contractor.

7.3.3 If the County requests the removal of the Contractor's employee, the Contractor shall retrieve the employee's ID badge on the next business day after the employee has been removed from working on the County Contract.

7.4 Employee Criminal Record

No personnel employed by the Contractor and providing the services herein shall have a criminal conviction record or pending criminal trial for bribery, fraud, receiving stolen property, robbery, embezzlement, theft or forgery, unless such record has been disclosed and employment of the employee for this service has been approved in writing by the County.

7.5 Background and Security Investigations

7.5.1 At any time prior to or during term of this Contract, the County may require that all the Contractor's employees 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 expense of the Contractor, regardless if the Contractor's employees passes or fails the background clearance investigation.

7.5.2 The County may request that the Contractor's employees be immediately removed from working on the County Contract at any time during the term of the Contract. The County will not provide to the Contractor or to the Contractor's employees any information obtained through the County conducted background

clearance.

- 7.5.3 The County may immediately deny or terminate facility access to the Contractor's employees who do not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with the County, at the sole discretion of the County.
- 7.5.4 Disqualification, if any, of the Contractor's employees, pursuant to this Sub-section 7.5, shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

- 7.6.1 The Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 The Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by the Contractor, its officers, employees, agents, or subcontractors, to comply with this Sub-section 7.6, as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under this Sub-section 7.6 shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County

with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of the County without the County's prior written approval.

- 7.6.3 The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4 The Contractor shall sign and adhere to the provisions of *Exhibit G1 - Contractor Acknowledgment and Confidentiality Agreement*.
- 7.6.5 The Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of *Exhibit G2 - Contractor Employee Acknowledgment and Confidentiality Agreement*.
- 7.6.6 The Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of *Exhibit G3 - Contractor Non-Employee Acknowledgement and Confidentiality Agreement*.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

- 8.1.1 Except as provided in Sub-paragraph 8.1.4, for any change which affects the scope of work, term, Contract sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and the County Board of Supervisors.
- 8.1.2 The Board or Chief Executive Officer (CEO) or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as

required by the Board or the CEO. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the County Librarian or his/her designee.

8.1.3 The County Librarian or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Section 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the County Librarian or his/her designee.

8.1.4 The County reserves the right to amend the Contract to reflect any changes by an increase or decrease in the number of facilities listed in Attachment I; the County will notify the Contractor, in writing, at least ten (10) business days prior to the effective date of the modification. The Contractor shall be compensated for the maintenance of additional library facilities designated after the Contract's commencement date based on the submission of an approved maintenance cost per function estimate. This cost estimate shall not exceed the cost to provide landscape maintenance for similar sized library facilities being maintained. Payment adjustment shall be made to reflect such modification in services on a pro-rata basis commensurate with the number of library facilities and/or days of service increased or decreased of the affected library facilities. The County will determine the need for modification referenced herein. The County Librarian or his/her designee has authority to sign the amendment for the County. All terms in the current Contract shall extend to any library facility added in the amendment.

8.2 ASSIGNMENT AND DELEGATION

8.2.1 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.

8.2.2 Shareholders, partners, members, or other equity holders of the 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.

8.2.3 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.

8.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this

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

8.4 BUDGET REDUCTIONS

In the event that the Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services 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.

8.5 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.1 Within **thirty (30)** business days after the Contract's effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.

8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

8.5.5 The Contractor shall preliminarily investigate all complaints and

notify the County Contract Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.5.7 Copies of all written responses shall be sent to the County Contract Project Manager within three (3) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

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

8.6.2 The Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment,

County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

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

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

8.9 CONFLICT OF INTEREST

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

8.9.2 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.

8.10 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.

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

8.11.1 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.

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

given first priority.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other Contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board 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.

8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the County 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 County shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
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. The Board 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. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to the Sub-contractors of the

Contractors.

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

The Contractor acknowledges that the County places a high priority on the implementation of the 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. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

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

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

8.14.2 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).

8.15 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 the 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. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

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

8.16.2 If the Contractor fails to make timely repairs, 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.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

8.17.1 The Contractor warrants that it fully complies with all federal and state statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor 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.

8.17.2 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.

8.18 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 Amendments prepared pursuant to Sub-section 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to 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.

8.19 FAIR LABOR STANDARDS

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

8.20 FORCE MAJEURE

- 8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").
- 8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract 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.

8.22 INDEPENDENT CONTRACTOR STATUS

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

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

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

8.22.4 The Contractor shall adhere to the provisions stated in Sub-section 7.6 – Confidentiality.

8.23 INDEMNIFICATION

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

omissions arising from and/or relating to this Contract.

8.24 GENERAL INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, 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.

8.24.1 Evidence of Insurance

Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to:

Los Angeles County Department of Public Library
Contract Services Unit
7400 East Imperial Highway, Room 206
Downey, CA 90242

prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverages required in this Contract;
- 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;
- 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; and
- 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.

8.24.2 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.

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

8.24.4 Notification of Incidents, Claims or Suits: Contractor shall report to the County

- 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 twenty-four (24) hours of occurrence.
- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.

- 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 Contract Project Manager.
- 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.

8.24.5 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.

8.24.6 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:

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

8.25 INSURANCE COVERAGE REQUIREMENTS

8.25.1 General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

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

8.25.2 Automobile Liability insurance 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".

8.25.3 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

8.25.4 Professional Liability insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$1 million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Agreement.

8.25.5 Pollution Liability insurance shall also provide pollution liability coverage with a limit of not less than \$1 million per occurrence covering the release, discharge, escape, dispersal, or emission of pollutants, whether gradual or sudden, and include the costs and expenses associated with clean-up, testing, monitoring and treatment of pollutants in compliance with governmental mandate or requests.

8.26 LIQUIDATED DAMAGES

- 8.26.1 If, in the judgment of the County Librarian or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the County Librarian or his/her designee, at his/her 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 County Librarian or his/her designee, in a written notice describing the reasons for said action.
- 8.26.2 If the County Librarian or his/her designee, determines that there are deficiencies in the performance of this Contract that the County Librarian or his/her designee, deems are correctable by the Contractor over a certain time span, the County Librarian or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the County Librarian or his/her designee, may: (1) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (2) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such specified in *Appendix C – Technical Exhibits, Exhibit 2 - Performance Requirements Summary (PRS)*, hereunder, 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 (3) Upon giving five (5) days notice to the Contractor for failure to

correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private Contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.26.3 The action noted in Sub-paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This Sub-paragraph 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 the PRS or Sub-paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

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

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

- 8.28.3 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.
- 8.28.4 The Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The Contractor shall allow the County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-section 8.28 when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Sub-section 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of

this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 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. Refer to *Appendix C – Technical Exhibits, Exhibit 2 – Performance Requirement Summary (PRS)* for non-compliance.

8.29 NON EXCLUSIVITY

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

8.30 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County Contract Project Manager and/or County Contract Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County Contract Project Manager or County Contract

Project Director is not able to resolve the dispute, the County Librarian or designee shall resolve it.

8.32 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.

8.33 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 provided in *Exhibit I – Safely Surrender Baby Law* of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.34 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, addressed to the parties as identified in *Exhibit E - County's Administration and Exhibit F - Contractor's Administration*. Addresses may be changed by either party giving ten (10) business days prior written notice thereof to the other party. The County Librarian or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any

employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 PUBLIC RECORDS ACT

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Sub-section 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.37 PUBLICITY

8.37.1 The Contractor 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:

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

8.37.2 The Contractor may, without the prior written consent of the County, indicate in its proposals and sales materials that it has been awarded this Contract with the Los Angeles County, provided that the requirements of this Sub-section 8.37 shall apply.

8.38 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.

- 8.38.1 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).
- 8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this Sub-section 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. Refer to *Appendix C – Technical Exhibits, Exhibit 2 – Performance Requirement Summary (PRS)* for non-compliance.
- 8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: (1) repaid by the Contractor to the County by cash payment upon demand or (2) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the

Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.38.4 In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in their 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 Sub-paragraph relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, 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.

8.39 RECYCLED BOND PAPER

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

8.40 SUBCONTRACTING

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

8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.40.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were Contractor employees.

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

8.40.5 The County's consent to subcontract shall not waive the County's

right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.

8.40.6 The County Contract Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

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

8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to: the County Contract Project Manager at the address identified in *Exhibit E - County Administration*, before any Subcontractor employee may perform any work hereunder.

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

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-section 8.14 - 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

Sub-section 8.43 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 TERMINATION FOR CONVENIENCE

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

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

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

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Sub-section 8.38 - Record Retention and Inspection/Audit Settlement.

8.43 TERMINATION FOR DEFAULT

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

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

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Sub-paragraph 8.44.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Sub-paragraph.

8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.44.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient

time to permit the Contractor to meet the required performance schedule. As used in this Sub-paragraph, the terms "Subcontractor" and "Subcontractors" mean the Subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of this Sub-section 8.43, it is determined by the County that the Contractor was not in default under the provisions of this Sub-section 8.43, or that the default was excusable under the provisions of Sub-paragraph 8.44.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-section 8.42 - Termination for Convenience.

8.43.5 The rights and remedies of the County provided in this Sub-section 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 TERMINATION FOR IMPROPER CONSIDERATION

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

8.44.2 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.

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

8.45 TERMINATION FOR INSOLVENCY

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

- Insolvency of the Contractor. The Contractor 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;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor;
or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this Sub-section 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

terminate or suspend this Contract.

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

8.48 VALIDITY

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

8.49 WAIVER

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 Sub-section 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 WARRANTY AGAINST CONTINGENT FEES

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

8.50.2 For breach of this warranty, the County 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.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM

9.1.1 Living Wage Program

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

9.1.2 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 at sub-paragraph 5 of this Sub-paragraph 9.1.2 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 sub-paragraph 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.

9.1.3 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 (*Exhibit K – Monthly Certification for Applicable Health Benefit Payments* and *Exhibit L – Payroll Statement of Compliance*), or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor 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.

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

During the term of the Contract, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll

violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor 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.

9.1.5 County Auditing of Contractor Records

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

9.1.6 Notifications to Employees

The Contractor 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 Employees.

9.1.7 Enforcement and Remedies

If the Contractor fails to comply with the requirements of this sub-

paragraph, the County shall have the rights and remedies described in this sub-paragraph in addition to any rights and remedies provided by law or equity.

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/remedies:

a. Withholding Payment

If the Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its Employees for a given pay period and the amount actually paid to the employees for that pay period. The

County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

b. Liquidated Damages

It is mutually understood and agreed that the Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

c. Termination

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

3. Debarment

In the event the Contractor breaches a requirement of this sub-paragraph, the County may, in its sole discretion, bar

the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment.

9.1.8 Use of Full-Time Employees

The Contractor 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.

9.1.9 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.

9.1.10 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.

9.1.11 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 (6) 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 ninety (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.

9.1.12 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.

9.2 CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

The County is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, the Contractor provides services to the County and the Contractor receives, has access to, and/or creates Protected Health Information as defined in *Exhibit M* in order to provide those services. The County and the Contractor therefore agree to the terms of *Exhibit M - Contractor's Obligations as a "Business Associate" Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)*.

9.3 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

9.3.1 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.

9.3.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain or 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.

9.3.3 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.

9.3.4 If the Contractor has obtained the County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the Contract had been properly awarded;
2. In addition to the amount described in Sub-division 1, be assessed a penalty in an amount of not more than ten (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 in a change of their status and the Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

9.4 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

9.4.1 This Contract is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

9.4.2 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 Transitional Job Opportunity vendor.

9.4.3 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 Transitional Job Opportunity vendor.

9.4.4 If the Contractor has obtained County certification as a 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 contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) 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 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.

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

CONTRACTOR: **Sepec Earthscape, Inc.**

By *[Signature]*
Sepehr Raafat
President

COUNTY OF LOS ANGELES

By *[Signature]*
Chair, Board of Supervisors

76752

ATTEST:

SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By *[Signature]*



I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By *[Signature]*
Deputy

APPROVED AS TO FORM:

Raymond G. Fortner, Jr.
County Counsel

By *[Signature]*
David Beaudet
Senior Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

22 NOV 12 2008

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**CONTRACT EXHIBITS
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES - AREA 6**

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EXHIBIT A

STATEMENT OF WORK

**LANDSCAPE AND GROUNDS MAINTENANCE
SERVICES**

AREA 6

**STATEMENT OF WORK (SOW)
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES – AREA 6**

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- I. LIST OF LIBRARIES – SERVICE LOCATIONS
- II. TREE TRIMMING CONFIRMATION FORM
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EXHIBIT A

STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

This contract will cover **ten (10)** County of Los Angeles Public library facilities located in **Area 6** listed in Attachment I. Attachment I is a listing of the Library facilities to be serviced under this contract. The Contractor is required to provide landscape and grounds maintenance services including, but not limited to: mowing and edging of turf, providing weed control or eradication of weeds, applying fertilizer, raking planter beds and turf area, emptying trash containers, annual pruning and trimming of shrubs and trees, operating and maintaining irrigation system, providing the necessary on-going maintenance of additional tasks as provided for herein.

2.0 ADDITION/DELETION OF LIBRARY FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

2.1 The County reserves the right to amend the Contract to reflect any changes by an increase or decrease in the number of library facilities listed in Attachment I. The County will notify the Contractor, in writing, at least ten (10) business days prior to the effective date of the modification. The Contractor shall be compensated for the maintenance of additional library facilities designated after the Contract's commencement date based on the submission of an approved maintenance cost per function estimate. This cost estimate shall not exceed the cost to provide landscape maintenance for similar sized library facilities being maintained. Payment adjustment shall be made to reflect such modification in services on a pro-rata basis commensurate with the number of library facilities and/or days of service increased or decreased of the affected library facilities. The County will determine the need for modification referenced herein. The County Librarian or his/her designee has authority to sign the amendment for the County. All standard terms and conditions in the current Contract shall extend to any library facility added in the amendment.

2.2 All Changes must be made in accordance with Sub-section 8.1 - Amendments of the Contract.

3.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The plan shall be submitted to the County Contract Project Monitor for review. The plan shall include, but may not be limited to the following:

- 3.1 Method of monitoring to ensure that the Contract requirements are being met.
- 3.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.
- 3.3 The Contractor shall maintain a written log of all complaints, the date, time, and the action taken or reason for the inaction. The log of complaints shall be open to inspection by the County either in person, mailed, faxed, or emailed to the County upon request.
- 3.4 The Contractor shall maintain and keep current a report that records when all periodic, annual, seasonal, additional work and maintenance functions performed by the Contractor's employee were completed. The report shall be in a form and content acceptable and available to the County. It shall be mailed, faxed, or emailed to the County upon request.
- 3.5 All complaints shall be abated as soon as possible after notification, but in all cases within 24 hours, the County shall be notified immediately of the reason for not abating the complaint, followed by a written report to the County within five (5) business days. Refer to *Appendix C – Technical Exhibits, Exhibit 2 – Performance Requirements Summary (PRS)* for non-compliance. If a complaint is not abated within the time specified or to the satisfaction of the County, the County may correct the specific complaint. The total cost incurred by the County will be assessed from the Contractor's monthly invoice.
- 3.6 The Contractor shall thoroughly complete each task in a professional manner. To this end, quality equipment and materials that comply with all current regulations and standards shall be used.
- 3.7 The Contractor shall be required to provide landscape and grounds maintenance services, including, but not limited to maintenance of turf, ground

cover, shrubs and trees; renovation of turf and ground cover areas; pruning and trimming of trees and shrubs; take care of weed control, vegetation disease, and pest control; operation of the irrigation systems; repair of sprinkler heads and risers; and maintenance of equipment pursuant to these specifications and to the frequencies established by the County, as set forth herein or revised by the County. The specific frequencies per site are identified in *Exhibit B - Pricing Schedule* and govern the Contractor's completion of required operations.

- 3.8 The Contractor shall not work or perform any operations, particularly during periods of inclement weather, which may destroy or damage ground cover or turf areas.
- 3.9 The Contractor recognizes that during this Contract, other activities 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. The Contractor shall promptly comply with any request made by the County.
- 3.10 The Contractor shall respond to all emergencies within two (2) hours of notification.
- 3.11 The Contractor shall be required to clearly identify and equip each vehicle used at the County service areas with decals on the exterior right and left front door panels, visible and readable from a distance of fifty (50) feet, identifying the Contractor's name and phone number.

4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Section 8.0 - Standard Terms and Conditions, Sub-section 8.15 - County's Quality Assurance Plan.

4.1 Meetings

The Contractor is required to attend any scheduled meetings (as needed). Advance notification will be done at least one (1) business day. However, depending on the importance of the issue a meeting may be scheduled

during the same business day. Failure to attend may cause an assessment of fifty dollars (\$50.00).

4.2 Annual Evaluation

The County or its agent will evaluate the Contractor's performance under the Contract not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and performance standards. The 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. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with corrective action measures, the County may terminate the Contract or impose other penalties as specified in the Contract.

4.3 Contract Discrepancy Report

Verbal notification of a Contract discrepancy will be made to the County Contract Project Monitor as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The County Contract Project Monitor will determine whether a formal Contract Discrepancy Report shall be issued. Refer to *Appendix C – Technical Exhibit, Exhibit 1 – Contract Discrepancy Report*. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Project Monitor within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Contract Project Monitor within ten (10) business days.

4.4 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

5.0 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.

- 5.1 **Call Back:** Emergency services that shall be addressed by the Contractor within a two (2) hour time frame of notification.
- 5.2 **Contract:** Agreement executed between the County and the Contractor. It sets forth the terms and conditions for the issuance and performance of Exhibit A - Statement of Work.
- 5.3 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.
- 5.4 **Contractor's Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 5.5 **County:** Los Angeles County Department of Public Library.
- 5.6 **County Contract Project Director:** The individual designated by the County with authority for the County on contractual or administrative matters relating to this Contract that cannot be resolved by the County Contract Project Manager.
- 5.7 **County Contract Project Manager:** The individual designated by the County Contract Project Director to manage the operations under this Contract.
- 5.8 **County Contract Project Monitor:** The individual designated to oversee the day-to-day activities of this Contract. They are responsible for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 5.9 **County Librarian:** Director of Los Angeles County Department of Public Library.
- 5.10 **Day(s):** Business days unless otherwise specified.
- 5.11 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 5.12 **Library:** Los Angeles County Department of Public Library

5.13 Library Facility(ies): Library Location

5.14 Library Staff: Employees of the Los Angeles County Department of Public Library.

6.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

6.1 Personnel

The County will administer the Contract according to the Contract, Section 6.0 - Administration of Contract - County. Specific duties will include:

6.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.

6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.

6.1.3 Preparing Amendments in accordance with the Contract Section 8.0 - Standard Terms and Conditions, Sub-section 8.1 - Amendments.

6.2 Furnished Items

6.2.1 KEYS

The County will provide two (2) sets of keys for access, at no cost to the Contractor, to all necessary library facilities in **Area 6** as needed. The Contractor shall acknowledge receipt of the keys on a memorandum furnished by the County. All such keys are property of the County and shall be returned to the County Contract Project Manager upon termination of the agreement. **At no time are the keys to be duplicated by the Contractor.** Any lost key(s) will be replaced by the County at the expense of the Contractor at the same current replacement cost that the County pays. If a key is bent/broken/damaged in any way, a new one shall be re-issued and receipt acknowledged once the damaged key is returned. The Contractor accepts full responsibility for all keys issued.

6.2.2 UTILITIES

The County will provide all utilities, including gas, electricity, and water. However, water usage shall not exceed an amount required to comply with irrigation schedules established by the County. The

Contractor shall pay for all excessive utility usage due to the Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing current usage with historical usage for the same time period. The excess cost factor, to be deducted from payments to the Contractor from the County will be presented to the Contractor by the County prior to the actual deduction to allow for explanations.

CONTRACTOR

6.3 Contractor's Project Manager

- 6.3.1 The Contractor shall provide a full-time Contractor's Project Manager or designated alternate. The County must have access to the Contractor's Project Manager during all hours, 365 days per year. The Contractor shall provide a telephone number where the Contractor's Project Manager may be reached on a twenty-four (24) hours basis per day.
- 6.3.2 The Contractor's Project Manager shall act as a central point of contact with the County.
- 6.3.3 The Contractor's Project Manager shall have three (3) years of experience.
- 6.3.4 The Contractor's Project Manager/alternate shall have full authority to act for the Contractor on all matters relating to the daily operation of the Contract.

6.4 Personnel

- 6.4.1 The Contractor shall assign a sufficient number of employees to perform the required work. **At least one employee on site shall be authorized to act for the Contractor in every detail.**
- 6.4.2 The Contractor shall be required to background check their employees as set forth in Sub-section 7.5 - Background and Security Investigation, of the Contract.
- 6.4.3 The County may at any time give the Contractor written notices to the effect that the conduct or action of a designated employee of the Contractor is, in the reasonable belief of the County, detrimental to the

interest of the public patronizing the premises. The Contractor shall meet with representatives of the County to consider the appropriate course of action with respect to such matter and the Contractor shall take reasonable measures under the circumstances to assure the County that the conduct and activities of the Contractor's employee shall not be detrimental to the interest of the public patronizing the premises.

- 6.4.4 No person employed by the Contractor and assigned to the County shall have a high-grade misdemeanor and/or misdemeanor theft conviction or any felony convictions. The County reserves the right to preclude the Contractor from employment or continued employment of any individual at the library facilities. The County further reserves the right to conduct a background investigation of the Contractor's employees at any time and to bar such employees from the library facilities under appropriate circumstances. The Contractor and Contractor's employees working in the library facilities shall be under a continuing obligation to disclose any prior or subsequent criminal record information to the County.
- 6.4.5 The Contractor cannot assign employees under the age of eighteen (18) to perform work at the libraries in this Contract. The Contractors' employees must be able to communicate effectively with the public and staff. The County shall make the final determination as to what constitutes communication.
- 6.4.6 The Contractors employees shall be closely monitored to detect operational irregularities and noncompliance with contractual requirements. It is the Contractor's executive, management and supervisory employee's responsibility to see that the organization oversees the activities, and does not delay, ignore, or otherwise limit contractual obligations to a task, site, or operational request from the County.
- 6.4.7 The Contractor's crew leader and operational employees, as well as their supervisory and management employees, shall be fully versed in the operational mandates and time lines. An outline of the task

requirements, schedule, and time lines for each location shall be kept with each operating crew.

6.4.8 The Contractor's executive, management or supervisory employees shall provide ongoing follow-up behind operations to insure compliance. Neither the County's deficiency notifications, imposed deductions, nor inspections shall be utilized as substitutions for ongoing direction and management of the Contractor's employees.

6.5 Uniforms and Identifications Badges

6.5.1 The Contractor's employees that are assigned to County facilities shall wear an appropriate uniform at all times. The Uniform is to consist of a shirt with the company name on it. Uniform pants are optional. All uniforms, as required and approved by the County Contract Project Director or his/her designee, will be provided by and at the Contractor's expense.

6.5.2 The Contractor shall ensure that their employees are appropriately identified as set forth in Sub-section 7.3 - Contractor's Employee Identification of the Contract.

6.5.3 The Contractor shall ensure that every on-duty Contractor employee wears a visible photo identification badge identifying the following: employee name, physical description, and company name. Such badge shall be displayed on employee's person at all times when he/she is on County designated property.

6.6 Materials and Equipment

6.6.1 The Contractor is responsible for purchasing all materials and equipment to provide the needed services of the library facilities. The Contractor shall pay out of its own resources, all costs and charges in connection with collections. The County has no obligation to pay for expenditures incurred by the Contractor that exceed the Contract amount, scope of work, or contract terms.

6.6.2 The Contractor shall use materials and equipment that are commercial grade, safe for the environment, and that are safe for use by the employee. All Contractor employees must wear safety and protective gear according to The State of California OSHA standards

and shall be maintained in accordance to the Manufacturers standards and specifications.

6.6.3 The Contractor is required to keep all equipment used to maintain the library facilities in a safe and operable way. All equipment shall be checked daily for safety.

6.7 Training

6.7.1 The Contractor shall be responsible for ensuring that each Contractor employee is familiar with the entire library facility that they shall service.

6.7.2 The Contractor shall provide training programs for all new employees and continuing in-service training for all employees.

6.7.3 All Contractor employees shall be trained in their assigned tasks and in the safe handling of equipment.

6.8 Contractor's Office

The Contractor shall maintain an office with a telephone in the company's name where the Contractor conducts business.

6.8.1 Business Hours

The Contractor's office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m. (PST), Monday through Friday, by at least one employee who can respond to inquires and complaints which may be received about the Contractor's performance of the Contract. **If an answering service receives the call during normal business hours, the Contractor must respond within thirty (30) minutes of receipt of the call.** Refer to *Appendix C - Technical Exhibits, Exhibit 2 - Performance Requirement Summary (PRS)* for non-compliance.

6.8.2 After-Hours

When the Contractor's office is closed, an answering service shall be provided to receive calls. **If an answering service receives the call after business hours, the Contractor must respond within thirty (30) minutes of receipt of the call.** Refer to *Appendix C - Technical Exhibits, Exhibit 2 - Performance Requirement Summary (PRS)* for non-compliance.

6.9 Contractor's Damage

6.9.1 All damages incurred to existing library facilities by the Contractor's operation shall be repaired or replaced at the Contractor's expense.

6.9.2 All such repairs or replacements shall be completed within the following agreed upon time frames:

a. Irrigation damage shall be repaired or replaced within one (1) watering cycle.

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

6.9.3 All repairs or replacements shall be completed according to the following maintenance practices:

a. Trees

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

b. Shrubs

Minor damage may be corrected by appropriate pruning as required in Section 10.0 – Specific Work Requirements, Sub-section 10.12 – Shrub Pruning and Hedge Trimming - Operation.

c. Chemicals

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

d. Appurtenances

All damage caused to components from accidents or cumulative effects of the Contractor's employees improperly applying materials or other incidents caused by the carelessness of the Contractor's employees shall be corrected at the Contractor's expense.

6.10 Emergency Procedures

The Contractor shall immediately report any emergency situations such as

vandalism, broken water pipes, windows, doors, etc., by calling the Los Angeles County Operator at (213) 974-9555.

7.0 HOURS/DAYS OF WORK

- 7.1 The basic daily hours of maintenance services shall be Monday through Friday from 7:00 a.m. to 3.30 p.m.
- 7.2 The Contractor shall provide adequate staffing to perform the required maintenance services during the prescribed hours five (5) days per week. The Contractor is to provide the County with a weekly work schedule of ground maintenance services of all library facilities. Any changes in the days and hours of operation heretofore prescribed shall be subject to approval by the County.
- 7.3 The County will provide a list of County-recognized holidays.

8.0 WORK SCHEDULES

- 8.1 The Contractor shall submit for review and approval a work schedule for each library facility to the County Contract Project Manager within ten (10) business days prior to starting work. Said work schedules shall be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies. The schedules shall list the time frames by day of the week, morning, and afternoon the tasks will be performed. Schedules shall be adhered to at all times unless the County is otherwise notified of a change.
- 8.2 The Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County Contract Project Manager for review and approval within five (5) business days to scheduled time for work.
- 8.3 The above provisions are not to be construed to eliminate the Contractor's responsibility in complying with the requirements to notify the County for Specialty Type maintenance as set forth immediately hereinafter.
- 8.4 The Contractor shall notify the County, in writing, at least two (2) weeks prior to the date and time of all "Specialty Type" maintenance operations. "Specialty Type" operations are:
 - a. Fertilization
 - b. Turf verification

- c. Turf renovation/re-seeding
- d. Micro-Nutrients/soil amendments
- e. Spraying of trees, shrubs, or turf
- f. Aesthetic tree pruning
- g. Other items as determined by the County.

9.0 UNSCHEDULED WORK

- 9.1 The County Contract Project Manager or his/her designee may authorize the Contractor to perform unscheduled work, including, but not limited to, repairs and replacements (i.e., vandalism, acts of God, and third party negligence) when the need for work arises out of extraordinary incidents or to add to, modify or refurbish existing library facilities.
- 9.2 The Contractor shall prepare and submit a written description of the work with an estimate of labor and materials prior to performing any unscheduled work. If immediate action is needed, a verbal authorization can be given to perform unscheduled work and a written description of the work completed with an estimate of labor and materials can be submitted within one (1) business day to the County. If the unscheduled work exceeds the Contractor's estimate the County Contract Project Director or his/her designee must approve the excess cost. No unscheduled work shall commence without written/verbal authorization.
- 9.3 When a condition exists where there is imminent danger of injury to the public or damage to property, the Contractor shall contact the County Contract Project Director for approval before beginning the work. A written estimate shall be sent within twenty-four (24) hours for approval. The Contractor shall submit an invoice to County Contract Project Director with five (5) business days after completion of the work.
- 9.4 All unscheduled work shall commence on the established specified date. The Contractor shall proceed diligently to complete said work within the time allotted.
- 9.5 The County reserves the right to perform unscheduled work itself or assign the work to another Contractor.

9.6 Special Events

The Contractor shall provide landscaping and grounds maintenance

services for all “special events” which may be scheduled during non-public hours. This shall include evening and weekends. Whenever possible, the County will provide notice to the Contractor within five (5) business days before each event. Due to the nature of these functions, it is anticipated that the Contractor can provide the necessary service by rescheduling his work force rather than incurring premium overtime pay.

9.7 Additional/Specialty as Needed Services

The Contractor shall provide “Additional/Specialty as Needed Services” to all library facilities when it is requested. “Additional/Specialty as Needed Services” is work that is requested by the County. Refer to *Appendix D – Required Forms, Exhibit 11 – Pricing Schedule* for each library facility. Whenever possible, the County Contract Project Monitor will provide notice to the Contractor within five (5) business days the service is to be completed. The County Contract Project Monitor can establish an allotted time-frame when the service can be completed.

9.8 Call Back

The Contractor must have capabilities for “call back” work for emergencies. The Contractor must respond to emergencies within two (2) hours of notification. An hourly “call back” rate must be specified in *Appendix D – Required Forms, Exhibit 11A - Contractor’s Proposed Schedule*. In the event the Contractor does not respond to a “call back” request within the time specified herein, the Contractor will be paid for the “call back” at the regular employee hourly rate instead of the “call back” rate specified in the Contractor’s Proposed Schedule. Upon completion of a “call back” requested service, the Contractor must notify the County Contract Project Monitor. Refer to *Appendix C - Technical Exhibit, Exhibit 2 – Performance Requirement Summary (PRS)* for non-compliance.

10.0 SPECIFIC WORK REQUIREMENTS

All areas covered under this Contract shall be maintained with a well manicured appearance and all work shall be performed in a workmanlike manner, using quality equipment and materials.

To accomplish the required maintenance of the facility staffing visitations shall be daily, five (5) days per week, Monday through Friday at the task frequencies

indicated in the following requirements:

10.1 Mowing – Operation

- 10.1.1 Mowing operations shall be performed in a professional manner that ensures a smooth surface appearance without scalping or allowing excessive cuttings to remain.
- 10.1.2 Turf shall be mowed with a reel-type mower equipped with rollers or a rotary-type mower.
- 10.1.3 All equipment shall be adjusted to proper cutting heights and shall be adequately sharpened.
- 10.1.4 Mowing height shall be appropriate to turf species and use parameters. Mowing heights may vary for special events and conditions.
- 10.1.5 Mowing operation shall be on a schedule that is acceptable to the County.
- 10.1.6 Walkways shall be cleaned immediately following each mowing so that no clippings create a hazardous condition.
- 10.1.7 Mowing of turf at each facility shall be completed in one operation.

10.2 Mowing – Frequency

All turf areas shall receive no less than the following:

- 10.2.1 During the warm season (April through November) all turf areas shall be mowed no less than once a week for a total mowing frequency of thirty-five (35).
- 10.2.2 During the cool season (December through March) all turf areas shall be mowed no less than once every two weeks for a total mowing frequency of eight (8).

10.3 Mowing - Site Inspection and Reporting

- 10.3.1 Prior to initiating a mowing operation, the site is to be inspected by a knowledgeable and responsible Contractor employee, who will determine the practicality of initiating the operation.
- 10.3.2 If a mowing operation cannot be completed thoroughly within the designated time frame; the County Contract Project Monitor shall be immediately notified through the Contractor's communication network.

10.4 Mechanical Edging – Operation

- 10.4.1 All turf edges, including designed edges in flowerbeds, shall be kept neatly edged and all grass invasions must be eliminated.
- 10.4.2 All turf edges including but not limited to sidewalks, driveways, curbs, shrub beds, flower beds ground-cover beds and around tree bases shall be edged to be a neat and uniform line.
- 10.4.3 Mechanical edging of turf shall be completed as one operation in a way that results in a well-defined, V-shaped edge that extends into the soil. Such edging shall be done with a power edger with a rigid blade.
- 10.4.4 All turf edges shall be trimmed or limited around sprinklers to provide optimum water coverage, valve boxes, meter boxes, back-flow devices, other equipment and obstacles.
- 10.4.5 All ground cover and flowerbed areas where maintenance next to turf areas shall be kept neatly edged and all grass invasions.
- 10.4.6 Walkways shall be cleared immediately following each mechanical edging to remove accumulated debris and limit hazardous conditions.

10.5 Mechanical Edging – Frequency

- 10.5.1 Mechanical edging of turf shall be performed 26 times per year, once every two (2) weeks.
- 10.5.2 Mechanical edging of ground cover shall be performed twelve (12) times per year, once per month.

10.6 Weed Removal – Operation

- 10.6.1 All grass like weeds, morning glory or vine-weed types, ragweed, and other underground spreading weeds shall be kept under strict control.
- 10.6.2 Methods for removal of weeds can incorporate one or all four of the following:
 - Hand removal (Mechanical)
 - Cultivation
 - Eradication
 - Mulching

- 10.6.3 Remove or control of all weeds and grass from the following areas: beds, planters, walkways, drainage areas, expansion joints in all hard surface areas, driveways, roadways, slopes and hillsides, bare areas, and undeveloped areas.
- 10.6.4 Remove all weeds mechanically from shrub beds, planters, and other cultivated areas.
- 10.6.5 Weeds treated using a systematic chemical shall be left in place per manufacturer's recommendation. If the kill is not completed by the time specified in the manufacturer's recommendation, a second application, at no additional cost to the County shall be made.
- 10.6.6 After a complete kill; all dead weeds shall be removed from the areas.

10.7 Weed Removal – Frequency

- 10.7.1 Walkways, beds, planters, and landscape shall be inspected, spot treated and weeds removed; once each month.
- 10.7.2 Developed areas of a facility that have become denuded shall be maintained weed free, once each month.
- 10.7.3 Designated areas of a facility which are left in a natural state so that the plant's root systems are utilized to stabilize the soil, may occasionally need to be controlled to a given height for appearance or fire suppression reasons; once a month.

10.8 Litter Control – Operation

- 10.8.1 Thorough visual inspections and litter pickups to remove paper, rocks, glass, trash, undesirable materials, and other accumulated debris within the hard surfaces and landscape areas to be maintained including but not limited to walkways, roadways, service roads, between and around planted areas, steps, planters, drains, stream beds, areas on slopes from the toe or top of the slope to ten (10) feet up or down the slope adjacent to developed areas, catch basins, shall be accomplished to ensure a neat appearance.
- 10.8.2 Thorough visual inspections and litter pickup and supplemental hand sweeping of parking space gutters and other parking spaces inaccessible to power equipment, shall be accomplished to ensure

a neat appearance.

10.8.3 Litter pickup shall be completed as early in the day as possible, but never later than 11:00 a.m.

10.8.4 Litter picked up on the site shall be placed in appropriate trash bins.

10.9 Litter Control – Frequency

10.9.1 Complete policing of turf, beds, planters, walkways, sidewalks, paved or rock hipped medians or islands, gutter areas, drainage areas, areas on slopes from the toe or top of the slopes to ten (10) feet up or down the slopes adjacent to developed areas, roadways, parking spaces; once per week.

10.10 Raking – Operation

10.10.1 Accumulation of leaves shall be removed from all landscape areas including beds, planters and turf areas under trees and shall be removed and disposed of offsite at the end of each day's work.

10.11 Raking – Frequency

10.11.1 Turf under trees; once per month.

10.11.2 Shrub beds and planters, two (2) times per month.

10.12 Shrub Pruning and Hedge Trimming – Operation

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

10.12.2 All plant materials shall be pruned where necessary to maintain access and safe vehicular and pedestrian visibility and clearance and to prevent or eliminate hazardous situations.

10.12.3 All dead shrubs shall be removed with approval from the County Contract Project Manager.

10.12.4 All dead, diseased and unsightly branches, vines or other growth shall be removed as they develop. All ground cover areas shall be pruned to maintain a neat edge along planter box walls. Any runners that start to climb buildings, shrubs or trees shall be pruned out of these areas.

- 10.12.5 All pruned or trimmed plant material shall be removed and disposed of offsite at the end of each day's work.

10.13 Shrub Pruning and Hedge Trimming – Frequency

- 10.13.1 Prune shrubs for safety (vehicular and pedestrian visibility and access); every two months.
- 10.13.2 Formal hedge trimming; every two months.
- 10.13.3 Groundcover thinning; every month.

10.14 Tree Trimming/Pruning – Operation

- 10.14.1 Tree pruning shall be performed with the intent of developing structurally sound trees, symmetrical appearance with the proper vertical and horizontal clearance as follows:
 - a. All trees shall be trimmed, shaped, and thinned.
 - b. All dead and damaged branches and limbs shall be removed, and a smooth cut shall be made outside the branch bark ridge.
 - c. All trees shall be trimmed to prevent encroachment on private property.
 - d. All trees shall be trimmed where necessary to maintain access and safe vehicular and pedestrian visibility and clearance to prevent or eliminate hazardous situations.
 - e. All trees shall be trimmed and maintained to prevent any blockage in roof drainage areas and should not obscure safety lights that are attached to buildings and located in parking lots.
- 10.14.2 Pruning Procedures:
 - a. Rapid healing of pruning wounds is dependent upon where the cut is made when removing limbs. NEVER LEAVE SHORT STUBS. Some trees produce a corky ring of growth where a limb originates. The pruning cut shall be made toward the outside portion of the "collar." If a tree does not produce this characteristic "collar," then make the cut flush to the limb.
 - b. All limbs 1-1/2 inches or greater in diameter shall be undercut to prevent splitting.
 - c. All limbs shall be lowered to the ground using a method, which prevents damage to the remaining limbs.

- d. All cuts exceeding ½ inch shall be treated with an appropriate tree heal compound.
- e. All equipment utilized shall be clean, sharp and expressly designed for tree pruning.
- f. Climbing spurs shall not be used.

10.14.3 Pruning Criteria:

- a. The initial step of pruning shall be the removal of all deadwoods, weak, diseased, insect infested and damaged limbs.
- b. All trees shall be pruned for vertical and horizontal clearance. Such clearances are seven (7) feet for pedestrian areas and walkways and fourteen (14) feet for vehicular roadways.
- c. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline. Limbs should extend alternately from the trunk on twelve (12) inch or twenty-four (24) inch spacing.
- d. All trees shall be thinned of smaller limbs to distribute the foliage evenly.
- e. All trees shall be trimmed and shaped to provide a symmetrical appearance typical of species.
- f. All suckers and sprouts shall be cut flush with the trunk or limb.
- g. No stubs shall be permitted.
- h. All structural weaknesses such as split crotches or limbs, diseased or decayed limbs, or severe damage shall be reported to the County Contract Project Monitor.
- i. Special emphasis shall be placed upon public safety during pruning operations, particularly when adjacent to roadways.
- j. All green waste and debris shall be removed and disposed of offsite at the end of each day's work.
- k. All trees, which are downed by either natural or unnatural causes, shall be removed and disposed offsite. Where possible, stumps shall be removed to twenty-four (24) inches below grade and wood chips and hole backfilled to grade.

10.15 Tree Trimming/Pruning – Frequency

10.15.1 Tree trimming/pruning; every twenty-four (24) months.

Additionally, the Contractor shall notify the County Contract Project Monitor via phone, fax, or email five (5) business days before a tree trimming is performed at each library facility to ensure that the library staff is notified to prepare for the tree trimming. The Contractor employee shall fax or mail a **Tree Trimming Confirmation Form** (Attachment II) to the County Contract Project Monitor. **Note: Deviation from the utilization of the Tree Trimming Confirmation Form (Attachment II) shall result in a fee assessment as indicated in Appendix C - Technical Exhibits, Exhibit 2 - Performance Requirements Summary (PRS).** All completed services shall be evaluated and approved by the Community Library Manager (CLM) of each library facility. Confirmation of services **shall not** be acknowledged by the County until a signed copy by the CLM has been received by the County Contract Project Monitor.

10.15.2 Within thirty (30) business days after commencement of the Contract, and yearly thereafter for the term of the Contract, the Contractor is to provide the County with a written Tree Trimming Schedule. This schedule shall list the month and week that each tree trimming service shall be conducted and must be strictly adhered to. In the event, services are not completed within a five (5) day grace period, refer to Appendix C – Technical Exhibits, Exhibit 2 – Performance Requirements Summary (PRS). If the Contractor makes any deviation from the schedule prior to work commencing, the Contractor must present the schedule change with an explanation in writing to the County via fax, mail, or email. Any changes must be approved by the County Contract Project Manager.

10.16 Sweeping – Operation

10.16.1 Concrete areas shall be checked for cracks, crevices, and deterioration. When found the Contractor shall immediately notify

the County Contract Project Monitor.

- 10.16.2 Walkways, and steps shall be cleaned including but not limited to the removal of all foreign objects from surfaces such as gum, grease, broken glass, cans, bottles, and other foreign objects not designed to be part of the landscape.
- 10.16.3 Methods for sweeping of areas may incorporate one or all of the following:
- Power pack blowers
 - Vacuums
 - Brooms
 - Push power blowers
- 10.16.4 In the event the Contractor elects to use power equipment to complete such operations, the Contractor shall be subject to local ordinances regarding noise levels. If power blowers are forbidden, the Contractor shall find alternate ways to accomplish the task. The Contractor shall not use any power equipment Monday through Friday, prior to 7:00 a.m., nor later than 3:30 p.m. Further, any schedule of such operations may be modified by County to insure that the public is not unduly impacted by the noise or dust pollutants created by such equipment.
- 10.16.5 Supplemental hand sweeping of parking space gutters and other parking spaces shall be required in those areas inaccessible to power equipment.

10.17 Sweeping – Frequency

- 10.17.1 Sweeping of the hard surface areas, parking space gutters and inaccessible areas, walks, steps and hard surface areas; once per week.

10.18 Aerification – Operation

- 10.18.1 Aerate all turf areas by using a device that removes one-half (1/2) inch cores to depth of two (2) inches and not more than six (6) inch spacing.
- 10.18.2 Turf aerification shall be accomplished during April through November.

10.18.3 Planned operational dates shall be furnished to the County prior to the start of the Contract.

10.19 Aerification – Frequency

10.19.1 Aerify turf: twice per year.

10.20 Rodent Control – Operation

10.20.1 All areas shall be maintained free of rodents including but not limited to gophers and ground squirrels causing damage to turf, shrubs, ground cover, trees, and irrigation systems. Fumitoxin (Aluminum Phosphide) will be used for this control.

10.21 Chemical Edging/Detailing – Operation

10.21.1 Chemical application may be used in and around areas such as planters, areas adjacent to trees, fence lines, sprinkler heads, etc. Prior to application of chemicals, all areas shall be trimmed to proper mowing height. Chemicals shall be applied in a manner to minimize drift. Precautionary measures shall be employed since all areas will be open for public access during application.

10.21.2 Water shall not be applied to treated areas for forty-eight (48) hours after each application.

10.21.3 Where trees and shrubs occur in turf areas, all grass growth shall be limited to at least eighteen (18) inches away from the trunks of trees and away from the drip line of shrubs by use of approved chemicals.

10.21.4 Linear chemical edging of turf boundaries may be performed in a way that ensures a defined turf edge and limits its encroachment into beds or across boundaries where it is impractical to edge mechanically. A six (6) inch barrier width shall be considered normal.

10.21.5 Detailing of sprinkler heads (to provide maximum water coverage), valve boxes, meter boxes, and similar obstacles in turf areas may be performed in a manner that ensures operability, ease of location and/or a clean appearance. A six (6) inch barrier width shall be considered normal.

10.21.6 Weeds treated using a systematic chemical shall be left in place per

manufacturer's recommendation. If the kill is not complete by the time specified in the manufacturer's recommendation, a second application, at no additional cost to the County, shall be made.

- 10.21.7 After a complete kill; all dead weeds shall be removed and disposed of offsite at the end of each day's work.

10.22 Chemical Edging/Detailing – Frequency

- 10.22.1 Chemical turf detailing around trees, turf boundaries, and various irrigation components, once every two (2) months, or as stated.
- 10.22.2 Chemical application: beds, planters, walkways, medians, curb and gutter expansion joints in all hard surface areas, roadways, frontage roads, streams beds, slopes, and hillsides; once each month.

10.23 Chemical Application – Site Inspection and Reporting

- 10.23.1 Prior to proceeding with any chemical application, the site is to be inspected by a knowledgeable and responsible Contractor employee, who will determine the practicality of initiating the operation.
- 10.23.2 If an operation cannot be thoroughly completed within the designated time frame, the County Contract Project Monitor shall be immediately notified through the Contractor's communication network.

10.24 Watering and Irrigation System Management

- 10.24.1 Since water requirements by plant vary according to the season and particular year, the Contractor shall pay extremely close attention to the demands of the plants as influenced by their exposure to sun, wind, shade, and location in the individual planters. The variation in the size of plants installed as well as the varieties shall be taken into consideration. All landscaped and turf areas shall be irrigated as required to maintain adequate growth and appearance with a scheduled most conducive to plant growth. The delivery of adequate moisture to the landscaped areas shall include but not be limited to hand watering, operation of manual valves, proper utilization of automatic controllers, and the bleeding of valves.

- 10.24.2 To provide adequate soil moisture, the Contractor shall consider the soil conditions, humidity, minimizing runoff, and the relationship of conditions, which affect day and night watering. This may include daytime watering during freezing weather to prevent icy conditions and manual operation of the irrigation system and/or hand watering with portable sprinklers during periods of windy or inclement weather. A soil probe shall be used to depth of eight (8) inches to determine the water penetration by random testing of the root zones.
- 10.24.3 Watering shall be regulated to avoid interference with any use of the facility, roadways, paving, walks, or areas as designated for scheduled special events.
- 10.24.4 In the areas where wind creates problems of spraying water onto private property or road rights of ways, the controllers shall be set to operate during lowest wind velocity which would normally occur at night or early morning hours. Irrigation water shall not sheet over the roadway. Any run off of water is not to be tolerated.
- 10.24.5 Irrigation system shall be controlled as to not cause any excessively wet or "waterlogged" areas, which could interfere with the ability to mow all turf. "In lawn" trees and other planting shall be protected from over-watering and run-off drowning.
- 10.24.6 New turf (up through the sixth mowing) shall be watered immediately after mowing. Well-established turf shall not be watered for at least four (4) hours after mowing.
- 10.24.7 All ground cover areas shall be watered as needed to maintain a healthy condition, with appropriate care being taken not to over-water in shady areas.
- 10.24.8 The Contractor shall be responsible for the operation of the automatic controllers, backflow devices, control valves, gate valves, risers and sprinkler heads, in managing the overall irrigation water delivery system of the area. All irrigation systems shall be regularly inspected and tested according to these specifications and frequencies specified herein.

- 10.24.9 The Contractor shall ensure that all employees working on the irrigation system are fully trained in all phases of landscape irrigation systems and can easily identify and isolate problems and perform the proper testing and inspection of the irrigation system and the maintenance of the sprinkler and drip heads. This knowledge of landscape irrigation systems shall include, but not be limited to, the operation, maintenance, adjustment, and repair of said systems and their components.
- 10.24.10 The Contractor shall be responsible for maintenance of the irrigation system by performing the following tasks:
- a. Inspecting and reporting the status of the irrigation system.
 - b. Adjusting and cleaning sprinkler heads (may require the removal of the sprinkler head for this function).
 - c. Repairing or replacing sprinkler heads having a half (1/2) inch inlet.
 - d. Providing all P.V.C. schedule 80 nipples, caps, plugs, elbows, coupling, etc., from the laterals to the heads due to normal wear.
 - e. Providing replacements of all risers and swing joints due to normal wear.
 - f. Flushing irrigation pipelines following repairs and replacements.
 - g. Recovering and re-fastening of removed valve box covers.
 - h. Notifying the County Contract Project Monitor of any damaged or inoperable major irrigation components, indicating the problem, location, size, and type of irrigation equipment.
 - i. Replacing irrigation components identified as the Contractors responsibility shall be completed within one (1) watering cycle of determining damaged or inoperable irrigation component.
 - j. Repairing immediately all broken or missing sprinkler heads causing a loss of a large amount of water.
 - k. Repairing irrigation system shall be with originally specified equipment of the same size and quality or substitutes approved by the County prior to any installation thereof.

10.25 Watering and Irrigation System Management – Site Inspection and Reporting

- 10.25.1 Each time a location is scheduled to receive services, the Contractor shall check the facility for irrigation system malfunction and hazards created by the system. A comprehensive monthly system operability check shall identify malfunctions and needs for repair. It shall also cause repairs to be initiated. This work shall be done by knowledgeable and responsible Contractor employees.
- 10.25.2 The Contractor shall report all malfunctions, hazards, and emergencies immediately to the County Contract Project Monitor.
- 10.25.3 If an operation cannot be thoroughly completed within the designated time frame; the County Contract Project Monitor shall be immediately notified through the Contractor's communication network.
- 10.25.4 All Contractor's crews and supervisors working or reviewing a site shall be responsible for reporting malfunctions and mitigating any hazards.

10.26 Irrigation System Operability and Testing - Operation

- 10.26.1 To ensure the operability of the irrigation system, once a week the Contractor shall cycle controller(s) through each station manually and automatically check the function of all facets of the irrigation system and report any damage or incorrect operation to the County.
- 10.26.2 During the testing, the Contractor shall:
 - a. Adjust all sprinkler heads for the correct coverage to prevent excessive runoff and/or erosion and to prevent the spread of water onto roadways, sidewalks, windows, hard surface areas and private property.
 - b. Unplug clogged heads and flush lines to free lines of rock, mud, and debris.
 - c. Record and report all system malfunctions, damage, and obstructions to the County Contract Project Monitor and take corrective action.
 - d. Replace or repair inoperable irrigation equipment identified as

the Contractor's responsibility.

10.27 Irrigation System Operability and Testing – Frequency

Operation and maintenance of the irrigation system shall be received from the Contractor no less than the following:

- 10.27.1 Inspect for operability and proper adjustment of controllers, quick couplers, valves, and sprinkler heads, once per month or more frequently if problems/conditions indicate a need.
- 10.27.2 Adjust and correct for coverage, once per week.
- 10.27.3 Repair and/or replace, as determined by the County, damaged or inoperable sprinkler heads; as needed. Missing or broken heads must be replaced immediately to conserve water.
- 10.27.4 Visual inspection of systems impact on landscape and checking of valve boxes for safety and security purposes; once per week.
- 10.27.5 Flush irrigation pipelines after repair or replacement of irrigation components; as needed.
- 10.27.6 If an automatic irrigation system, or a portion of a system malfunctions, the Contractor, when authorized by the County, shall be responsible for the manual manipulation of that system for period of 30 days from the date of the authorization. If the system requires manual manipulation for a greater period, the County may opt to pay the Contractor supplemental pay to continue the manual manipulation, or the County may decide to terminate the supplemental irrigation.

10.28 General Landscape Maintenance – Site Inspection and Reporting

- 10.28.1 Prior to proceeding with any general landscape maintenance task, the site shall be inspected by a knowledgeable and responsible Contractor employee, who will determine the practicality of initiating the operation. In addition, inspection shall include evaluation of overgrown, dead and/or damaged trees and shrubs. The Contractor is responsible for reporting and making recommendation for improvement to the County Contract Project Manager.
- 10.28.2 If an operation cannot be thoroughly completed within the designated time frame; the County Contract Project Monitor shall

be immediately notified through the Contractor's communication network.

10.29 Seasonal Tasks

The following seasonal tasks shall be performed to maintain a well-manicured appearance of each facility (Contract 5.0, Contract Sum).

10.29.1 Renovation/Vertical Mowing – Operation

- a. Care shall be taken to avoid unnecessary or excessive injury to the turf grass.
- b. Sweep or take the dislodged thatch from the turf areas and dispose off-site.
- c. Standard renovating or vertical mowing type equipment shall be used.
- d. Vertical mowing to remove the thatch in turf areas shall be done to encourage healthy growth and to maintain acceptable appearance.
- e. Renovation-Turf:
 - Renovate to the soil line and remove all excessive thatch in turf area;
 - After the thatch is removed and upon completion of turf renovation all turf areas shall be over seeded, mulched, and watered;
 - Areas to be over-seeded shall be seeded utilizing blends or mixtures at the rate application recommended by the County;
 - Mulch shall be spread evenly over the entire area to a uniform depth as requested.
- f. All planted areas shall be cultivated to encourage water penetration, fertilizer absorption and gaseous exchange.

10.29.2 Turf Re-seeding/Restoration of bare areas - Operation

- a. The Contractor shall over seed all damaged, vandalized, and bare areas to re-establish turf to an acceptable quality.
- b. Areas to be over seeded shall be seeded utilizing blends or mixtures at the rate of application by the County.

- c. Contractor may once each year, in the fall, overseed all turf areas after aerification and overseed all bear spots as-needed throughout the remainder of the year to re-establish turf to an acceptable quality. The Contractor shall aerify, renovate or verticut, seed, and mulch (spread evenly over the entire area to a uniform depth of quarter ($\frac{1}{4}$) inch) in this sequence. The County may require the use of sod when deemed necessary. The Contractor shall be entitled to additional compensation for the cost of the sod only, unless provided loss of turf was due to the negligence of the Contractor.

10.29.3 Disease/Insect Control – Operation

- a. All landscaped areas shall be maintained free of disease and insects that could cause damage to plant materials including, but not limited to, trees, shrubs, ground cover, and turf.
- b. The County Contract Project Monitor shall be notified immediately of any disease, insects, or unusual conditions that might develop.
- c. A disease control program to prevent all common diseases from causing serious damage shall be provided on an as-needed basis. Disease control shall be achieved utilizing materials and rates recommended by a licensed California Pest Control Advisor.

10.29.4 Plant materials – Operation

- a. Plant materials shall conform to the requirements of the Landscape Plan of the areas and the “Horticultural Standards” of American Association of Nurserymen as to kind, size, age, etc. Plants of record and specifications shall be consulted to ensure correct identification of species. Plant material larger than those specified may be supplied if complying in all other respects.
- b. Substitutions may be allowed, but only with prior written approval by the County.

- c. Plant names used in the landscape plan of the area conform to "Standard Plant Names" by American Joint Committee on Horticultural Nomenclature. In those cases not covered therein, the custom of the nursery trade shall be followed.
- d. Quality:
 - Plants shall be sound, healthy, and vigorous, free from plant disease, insect pest or their eggs, and shall have healthy normal root systems and comply with all state and local regulations governing these matters, and shall be free from any noxious weeds.
 - All trees shall be measured six (6) inches above the ground surface.
 - Where caliper or other dimensions of any plant material are omitted from the Plant List, it shall be understood that these plant materials shall be normal stock for type listed. They shall be sturdy enough to stand safely without staking.
 - Plant materials shall be symmetrical, and/or typical for variety and species and conform to measures specified in the Plant List.
 - All plant materials shall be provided from a licensed nursery and shall be subject to acceptance as to quality by the County.

10.29.5 Fertilization – Operation

- a. All fertilizer(s)/micro-nutrient(s) shall be approved by the County prior to application.
- b. Application of the fertilizer shall be done in sections, determined by the areas covered by each irrigation system. All areas fertilized shall be thoroughly soaked immediately after fertilization.
- c. All turf areas shall receive not less than one (1) pound of actual available nitrogen in a balance fertilizer form for each one thousand (1,000) square feet of turf area. All fertilizer shall be

inorganic and granular in form with an approximate ratio of 4-1-2.

- d. Areas shall be fertilized utilizing ratios and mixtures recommended by the County at the rate of application per the manufacturer's recommendation.
- e. Fertilization shall be done twice a year.

10.30 Use of Chemicals

- 10.30.1 All Contractor's work involving the use of chemicals shall be in compliance with all federal, state and local laws and shall be accomplished by a Certified Applicator under the direction of a Licensed Pest Control Advisor (PCA). The Contractor, in complying with the California Food and Agricultural Code, shall provide a copy of a valid Pest Control Operator's License and a valid Pest Control Advisor's License in the proper categories for the work to be done, or a copy of said licenses from a Subcontractor prior to using any and all applicable chemicals within the area(s) to be maintained for the County.
- 10.30.2 A listing of proposed chemicals to be used including commercial name, application rates, and type of usage shall be submitted to the County for approval at the commencement of the Contract. No work shall begin until written approval of use is obtained from the County.
- 10.30.3 Chemicals shall only be applied by those persons possessing a valid California Certified Applicator's license. Application shall be in strict accordance with all governing regulations.
- 10.30.4 Records of all operations stating dates, times methods of application, chemical formulations, applicator's names, and weather conditions shall be made and retained in an active file for a minimum of four (4) years.
- 10.30.5 All chemicals requiring a special permit for use must be registered with the County Agricultural Commissioner's Office and a permit obtained with a copy to the County.

- 10.30.6 All regulations and safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California shall be adhered to.
- 10.30.7 Chemicals shall be applied when air currents are still, to prevent drifting onto adjacent property and toxic exposure to persons whether or not they are in or near the area of application.

10.31 Safety

- 10.31.1 The Contractor agrees to perform all work outlined in this Contract in a way that meets all accepted standards for safe practices during the maintenance operation and to safely maintain equipment and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all local, county, state or other legal requirements including but not limited to full compliance with the terms of the applicable OSHA and CalOSHA Safety Orders at all times to protect all persons including the Contractor's employees, agents of the County, vendors, members of the public or others from foreseeable injury or damage to their property. The Contractor shall inspect all potential hazards at said facilities and keep a log indicating dates inspected and action taken.
- 10.31.2 It shall be the Contractor's responsibility to inspect, and identify, any condition(s) that renders any portion of the premises unsafe, as well as any unsafe practices occurring thereon. The County shall be notified immediately of any unsafe condition that requires major correction. The Contractor shall be responsible for making minor corrections including but not limited to filling holes in turf areas, using barricades or traffic cones to alert patrons of the existence of hazards, replacing valve box covers, and to protect members of the public or others from injury. During normal hours the Contractor shall obtain emergency medical care for any member of the public who is in need thereof, because of illness or injury occurring on the premises. The Contractor shall cooperate fully with County in the investigation of any accidental injury or death occurring on the

premises including a complete written report thereof to the County within five (5) days following the occurrence.

10.32 Non-Interference

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

10.33 Signs/Improvements

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

10.34 National Pollutant Discharge Elimination System

The Contractor shall not allow any debris from its operations under this Contract to be deposited into the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System.

10.35 Storage Facilities

The County will not provide storage facilities.

10.36 Removal of Debris

All debris derived from the landscape and grounds maintenance services specified herein shall be removed from County property and disposed of at the Contractor's expense.

11.0 GROUNDS MAINTENANCE SERVICES MONITORING REPORTS

The library staff will track and report using the **Grounds Maintenance Services Monitoring Report Form** (Attachment III) any deficiency(ies) that are found within their library facility to the County Contract Project Monitor. The Grounds Maintenance Services Monitoring Report Forms are submitted by fax to the County Contract Project Monitor by the library staff weekly. The Contractor will be notified for corrective action. The Contractor is responsible to ensure that the deficiency(ies) are addressed and corrective action is taken within the appropriate time frame when notified by the County Contract Project Monitor. The Contractor shall fax, mail, or email confirmation of the corrective action taken to the County Contract Project Monitor. Refer to *Appendix C - Technical Exhibits, Exhibit 2 - Performance Requirements Summary* (PRS) for non-compliance.

12.0 PERFORMANCE REQUIREMENTS SUMMARY (PRS)

The Performance Requirements Summary (PRS) is a listing of services that are intended to be completely consistent with the Contract and the Statement of Work (SOW) and are not meant in any case to create, extend, revise, or expand any obligation of the Contractor beyond that defined in the Contract and the SOW. Refer to *Appendix C - Technical Exhibits, Exhibit 2 - Performance Requirements Summary (PRS)*. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract or the SOW will prevail. If any service seems to be created in this PRS, which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on the Contractor. When the Contractor's performance does not conform to the requirements of this Contract, the County will have the option to apply the following non-performance remedies:

- Require the Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reduce payment to the Contractor by a computed amount based on the penalty fee(s) in the PRS.
- Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) business days shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the County, shall be credited to the County on the Contractor's future invoice.

This section does not preclude the County's right to terminate the contract upon written notice, ten (10) business days with or without cause, as provided for in the Contract, Section 8.0 - Standard Terms and Conditions, Sub-section 8.42 - Termination for Convenience.

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EXHIBIT A

ATTACHMENTS

- ATTACHMENT I - LIST OF LIBRARIES – SERVICE LOCATIONS**
- ATTACHMENT II - TREE TRIMMING CONFIRMATION FORM**
- ATTACHMENT III - GROUNDS MAINTENANCE SERVICES MONITORING REPORT FORM (SAMPLE)**

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES - AREA 6**

LIST OF LIBRARIES - SERVICE LOCATIONS (10)

1. **Anthony Quinn Library**
3965 E. Cesar Chavez Ave.
Los Angeles, CA 90063
2. **City Terrace Library**
4025 East City Terrace Drive
Los Angeles, CA 90063
3. **El Monte Library**
3224 Tyler Avenue
El Monte, CA 91731
4. **La Canada Flintridge Library**
4545 North Oakwood Ave.
La Canada Flintridge, CA 91011
5. **Lancaster**
601 West Lancaster Boulevard
Lancaster, CA 93534
6. **Littlerock Library**
35119 80th Street East
Littlerock, CA 93543
7. **Newhall Library**
22704 West Ninth Street
Santa Clarita, CA 91321
8. **Norwood Library**
4550 North Peck Road
El Monte, CA 91732
9. **San Gabriel Library**
500 South Del Mar Ave
San Gabriel, CA 91776
10. **South El Monte Library**
1430 North Central Ave.
South El Monte, CA 91733

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES
TREE TRIMMING CONFIRMATION FORM**

Date: _____

This is to confirm that the library indicated below was scheduled for Tree Trimming.

Library Name: _____ Cost Code: _____

Contractor Company Name: _____ Area: _____

Anticipated Date Tree Trimming Completed: _____

LIBRARY STAFF ONLY

Your signature below indicated that the tree trimming was completed.

Staff Signature: _____ Date: _____

Comments:

FAX THIS FORM IMMEDIATELY TO: Contract Services
Library Headquarters
Facility Services
FAX # (562) 803-0016

COUNTY OF LOS ANGELES PUBLIC LIBRARY
GROUNDS MAINTENANCE SERVICES MONITORING REPORT FORM

SCHEDULED DAY OF SERVICE: _____

LIBRARY NAME: _____

COST CODE: _____

Reported By: _____

Reporting Period:

From: _____ To: _____

Signature: _____

All services were performed this week and there are no problems:
 (please indicate with a check mark)

The following services were not performed for this library this week:
 (please indicate with a check mark below)

SERVICE	LOCATION(s)	DESCRIPTION OF PROBLEM(s)
<input type="checkbox"/> Lawn was not mowed		
<input type="checkbox"/> Eliminate hazardous situations, blocking of roof drainage areas, and safety lights were not done: <input type="checkbox"/> Trees <input type="checkbox"/> Shrubs		
<input type="checkbox"/> Weeds were not removed		
<input type="checkbox"/> Grounds were not raked		
<input type="checkbox"/> General cleanup was not done		
<input type="checkbox"/> Sprinkler heads were not fixed		
<input type="checkbox"/> Other:		

SAMPLE

Please FAX this completed form to: **Contract Services**
 Library Headquarters, Facility Services at (562) 803-0016

EXHIBIT A

TECHNICAL EXHIBITS

- 1 CONTRACT DISCREPANCY REPORT (SAMPLE)**
- 2 PERFORMANCE REQUIREMENTS SUMMARY (PRS)**

Sample

7400 E. IMPERIAL HWY.
DOWNEY, CA 90242
Phone: 562-940-8485
Fax: 562-803-0016

COUNTY OF LOS ANGELES
PUBLIC LIBRARY HEADQUARTERS

Contract Discrepancy Report

Fax

To: _____ **From:** CONTRACT SERVICES

Fax: _____ **Pages:** _____

Phone: _____ **Date:** _____

Re: _____ **CC:** _____

Urgent **For Review** **Please Comment** **Please Reply** **Please Recycle**

DISCREPANCY PROBLEMS: The following has been reported:

CONTRACTOR RESPONSE: Cause and Corrective Action

Signature of Contractor Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE:

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES – AREA 6
PERFORMANCE REQUIREMENTS SUMMARY (PRS)**

Sections found in: **Contract = Appendix A - Sample Contract** **SOW = Appendix B - Statement of Work**

SECTION	SPECIFIC PERFORMANCE REFERENCE/REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Contract: Section 7.2.2	Contractor - Personnel	Prove sufficient employees to perform required work on designated shifts.	Inspection, Observation, and Staffing Plan	\$50 per occurrence
Contract: Section 7.5	Background and Security Investigations	Contractor's employees must pass background checks. Fees at expense of Contractor.	Inspection of Files	\$50 per occurrence
Contract: Section 8.23	General Insurance Requirements	Compliance with Contract Insurance Requirements	Receipt of documents	\$100 per occurrence; possible termination for default of contract.
Contract: Section 8.24	Insurance Coverage Requirements	Compliance with Contract Insurance Requirements	Receipt of documents	\$100 per occurrence; possible termination for default of contract.
Contract: Section 8.27	Nondiscrimination and Affirmative Action	Contractor must comply with the requirements.	Inspection of files	\$500 per occurrence; possible termination for default of contract.
Contract: Section 8.37	Record Retention and Inspection/Audit Settlement	Contractor to maintain all required documents.	Inspection of files	\$100 per occurrence; possible termination for default of contract.
Contract: Section 9.1	Compliance with the County's Living Wage Program	Contractor shall Comply with the Program.	Receipt of Documents	Enforcement and Remedies as listed in the Living Wage Ordinance.
Contract: Section 9.1.6	County's Living Wage Program – Notification to Employees	Contractor must distribute County provided notices to each employee at least once per year.	Inspection & Receipt of Documents	\$100 per occurrence, per employee

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES – AREA 6
PERFORMANCE REQUIREMENTS SUMMARY (PRS)**

TECHNICAL EXHIBIT 2

SECTION	SPECIFIC PERFORMANCE REFERENCE/REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Contract: Section 9.1.7	County's Living Wage Program – Enforcements and Remedies – Certified Monitoring Reports	Contractor must comply with the requirements.	Receipt of monthly monitoring reports	\$100 per calendar day will be assessed until receipt of complete and accurate reports
Contract: Section 9.1.7	County's Living Wage Program – Enforcements and Remedies – Payment of Less than the Required Living Wage	Contractor must comply with the requirements.	Receipt of monthly monitoring reports	\$100 per occurrence
Contract: Section 9.1.8	County's Living Wage Program – Use of Full-Time Employees	Contractor must comply with the requirements.	Receipt of monthly monitoring reports	\$100 per occurrence
SOW: Section 3.0	Quality Control Plan	Contractor must comply with the requirements.	Receipt of documents & Observation	\$150 per occurrence
SOW: Section 4.1	Quality Assurance Plan – Meetings	Contractor attendance at all required County meetings.	Observation	\$50 per occurrence
SOW: Section 6.2.1	Furnished Items – Keys/Key Cards	Secure and maintain keys/key cards. Contractor responsible for replacement/theft/loss.	Inspection & Observation	Contractor pays for re-keying of facility due to lost key(s)/key card
SOW: Section 6.3	Contractor – Contractor's Project Manager	Contractor must comply with the requirements.	Observation, telephone calls and response from manager	\$100 per occurrence
SOW: Section 6.5	Uniforms and Identification Badge	Contractor must provide Uniforms and ID badges.	Inspection and Observation	\$50 per occurrence
SOW: Section 6.6	Materials and Equipment	Contractor must provide safe materials and equipment to provide the needed services.	Inspection of Files	\$100 per occurrence

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES – AREA 6
PERFORMANCE REQUIREMENTS SUMMARY (PRS)**

SECTION	SPECIFIC PERFORMANCE REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
SOW: Section 6.7	Training	Contractor must provide Training Programs for current and new employees.	Inspection of Files	\$100 per occurrence
SOW: Section 6.8	Contractor's Office	Contractor must comply with the requirements.	Telephone Calls to the Contractor	\$150 per occurrence
SOW: Section 6.8.1	Contractor's Office – Business Hours	Contractor must comply with the requirements.	Telephone Calls to the Contractor	\$150 per occurrence
SOW: Section 6.8.2	Contractor's Office – After Hours	Contractor must comply with the requirements.	Telephone Calls to the Contractor	\$150 per occurrence
SOW: Section 6.9	Contractor's Damage	Contractor shall repair or replace all damages incurred to the library facilities at Contractor's expense.	Report and Observation	\$100 per occurrence
SOW: Section 8.0	Work Schedule	Contractor to furnish the County a current Contractor's Staffing Plan.	Receipt of Documents, Inspection, and Observation	\$100 per occurrence
SOW: Section 9.0 – 9.5	Unscheduled Work	Contractor must comply with the requirements.	Documentation & Inspection	\$150 per occurrence
SOW: Section 9.6	Special Events	100 % Completion of Required Services.	Documentation & Inspection	\$150 per occurrence
SOW: Section 9.7	Additional / Specialty As Needed Services	100 % Completion of Required Services.	Documentation & Inspection	\$150 per occurrence

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES – AREA 6
PERFORMANCE REQUIREMENTS SUMMARY (PRS)**

SECTION	SPECIFIC PERFORMANCE REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW: Section 9.8	Call Backs	100 % Completion of Required Services. Must respond within 2 hours of notice.	Documentation & Inspection	\$150 per occurrence
SOW: Section 10.0	Specific Work Requirements	Contractor must comply with the requirements.	Inspection & Observation	\$150 per occurrence
SOW: Section 10.1	Mowing – Operation	Contractor must comply with the requirements.	Inspection & Observation	\$150 per occurrence per facility
SOW: Section 10.2	Mowing – Frequency	Contractor must comply with the requirements.	Inspection & Observation	\$150 per occurrence per facility
SOW: Section 10.4	Mechanical Edging – Operation	Contractor must comply with the requirements.	Inspection & Observation	\$150 per occurrence per facility
SOW: Section 10.5	Mechanical Edging – Frequency	Contractor must comply with the requirements.	Inspection & Observation	\$150 per occurrence per facility
SOW: Section 10.6	Weed Removal – Operation	Contractor must comply with the requirements.	Inspection & Observation	\$150 per occurrence per facility
SOW: Section 10.7	Weed Removal – Frequency	Contractor must comply with the requirements.	Inspection & Observation	\$150 per occurrence per facility
SOW: Section 10.8	Litter Control – Operation	Contractor must comply with the requirements.	Inspection & Observation	\$150 per occurrence per facility
SOW: Section 10.9	Litter Control – Frequency	Contractor must comply with the requirements.	Inspection & Observation	\$150 per occurrence per facility
SOW: Section 10.10	Raking – Operation	Contractor must comply with the requirements.	Inspection & Observation	\$150 per occurrence per facility
SOW: Section 10.11	Raking – Frequency	Contractor must comply with the requirements.	Inspection & Observation	\$150 per occurrence per facility
SOW: Section 10.12	Shrub Pruning and Hedge Trimming – Operation	Contractor must comply with the requirements.	Inspection & Observation	\$150 per occurrence per facility

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES – AREA 6
PERFORMANCE REQUIREMENTS SUMMARY (PRS)**

TECHNICAL EXHIBIT 2

SECTION	SPECIFIC PERFORMANCE REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW: Section 10.13	Shrub Pruning and Hedge Trimming – Frequency	Contractor must comply with the requirements.	Inspection & Observation	\$150 per occurrence per facility
SOW: Section 10.14	Tree Trimming/Pruning – Operation	Contractor must comply with the requirements.	Inspection & Observation	\$150 per occurrence per facility
SOW: Section 10.15	Tree Trimming/Pruning – Frequency	Contractor must comply with the requirements.	Inspection & Observation	\$500 per occurrence per facility
SOW: Section 10.15.1	Tree Trimming Confirmation Form	Contractor must comply with the requirements.	Receipt of Document	\$150 per occurrence per facility
SOW: Section 10.15.2	Tree Trimming Schedule	Contractor must comply with the requirements.	Receipt of schedule	\$150 per occurrence per facility
SOW: Section 10.16	Sweeping – Operation	Contractor must comply with the requirements.	Inspection & Observation	\$150 per occurrence per facility
SOW: Section 10.17	Sweeping – Frequency	Contractor must comply with the requirements.	Inspection & Observation	\$150 per occurrence per facility
SOW: Section 10.18	Aerification – Operation	Contractor must comply with the requirements.	Inspection & Observation	\$150 per occurrence per facility
SOW: Section 10.19	Aerification – Frequency	Contractor must comply with the requirements.	Inspection & Observation	\$150 per occurrence per facility
SOW: Section 10.20	Rodent Control – Operation	Contractor must comply with the requirements.	Inspection & Observation	\$150 per occurrence per facility
SOW: Section 10.21	Chemical Edging/Detailing – Operation	Contractor must comply with the requirements.	Inspection & Observation	\$150 per occurrence per facility
SOW: Section 10.22	Chemical Edging/Detailing – Frequency	Contractor must comply with the requirements.	Inspection & Observation	\$150 per occurrence per facility

**COUNTY OF LOS ANGELES PUBLIC LIBRARY
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES – AREA 6
PERFORMANCE REQUIREMENTS SUMMARY (PRS)**

SECTION	SPECIFIC PERFORMANCE REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
SOW: Section 10.24	Watering and Irrigation System Management	Contractor must comply with the requirements.	Inspection & Observation	\$150 per occurrence per facility
SOW: Section 10.26	Irrigation System Operability and Testing – Operation	Contractor must comply with the requirements.	Observation and Inspection	\$150 per occurrence per facility
SOW: Section 10.27	Irrigation System Operability and Testing – Frequency	Contractor must comply with the requirements.	Observation and Inspection	\$150 per occurrence per facility
SOW: Section 10.28	General Landscape Maintenance – Site Inspection and Reporting	Contractor must comply with the requirements.	Inspection & Observation	\$150 per occurrence per facility
SOW: Section 10.29	Seasonal Tasks	Contractor must comply with the requirements.	Inspection & Observation	\$200 per occurrence per facility
SOW: Section 10.30	Use of Chemicals	Contractor must comply with the requirements.	Inspection of files, Inspection & Observation	\$200 per occurrence per facility
SOW: Section 10.32	Non-Interference	Contractor must comply with the requirements.	Inspection & Observation	\$200 per occurrence per facility
SOW: Section 10.33	Sign/Improvements	Contractor must comply with the requirements.	Inspection & Observation	\$150 per occurrence per facility
SOW: Section 10.34	National Pollutant Discharge Elimination System	Contractor must comply with the requirements.	Inspection & Observation	\$200 per occurrence per facility
SOW: Section 10.36	Removal of Debris	Contractor must comply with the requirements.	Inspection & Observation	\$200 per occurrence per facility

Note: This chart covers deduction/fees for contract non-compliance. Sections of the contract may contain deductions for the specific violations not addressed here.

EXHIBIT B

PRICING SCHEDULE

**REQUIRED FORMS – EXHIBIT 11
PRICING SCHEDULE**

PAGE 1 OF 3

NOTE: COPY THIS FORM AND SUBMIT ONE FOR EACH FACILITY LISTED IN THIS RFP

FACILITY: Antony Quinn Library

	Number of staff assigned	Hours of service	
Supervisor(s):	<u>1</u>	<u>1</u>	hours per month
Working Supervisor(s):	<u>1</u>	<u>4</u>	hours per month
Grounds Maintenance Worker(s):	<u>1</u>	<u>4</u>	hours per month
Other:	<u> </u>	<u> </u>	hours per month

In accordance with these Specifications, the undersigned Proposer is herewith submitting the following Proposal for the performance of the work as described in these Specifications subject to the Proposer furnishing all materials and equipment necessary, except those specified to be furnished by the County. Task shall be performed with nothing but the highest of standards at no less than the frequencies set forth herein.

I.	MAINTENANCE FUNCTIONS	Annual Frequency	Cost Per Frequency	Annual Cost
1.	MOWING			
	a. General Turf Areas	<u>43</u>	<u>-</u>	<u>N/A.</u>
	b. Specialized Areas	<u>43</u>	<u>-</u>	<u>N/A.</u>
2.	MECHANICAL EDGING			
	1. Turf Areas	<u>26</u>	<u>-</u>	<u>N/A.</u>
	2. Ground Cover	<u>12</u>	<u>50.00</u>	<u>600.00</u>
3.	CHEMICAL EDGING			
	a. Turf-detailing general turf areas with Systemic Herbicides	<u>6</u>	<u>-</u>	<u>N/A.</u>
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped areas, Drainage Areas, Curb and Gutter Expansion	<u>12</u>	<u>20.00</u>	<u>240.00</u>
4.	LITTER CONTROL			
	a. Developed Areas	<u>52</u>	<u>2.00</u>	<u>104.00</u>
	b. Undeveloped Areas	<u>52</u>	<u>2.00</u>	<u>104.00</u>
5.	WEED REMOVAL			
	a. Walkways, Beds, Planters, Ground Cover & Landscape	<u>12</u>	<u>6.00</u>	<u>72.00</u>
	b. Bare Areas	<u>12</u>	<u>6.00</u>	<u>72.00</u>
	c. Undeveloped Areas	<u>12</u>	<u>6.00</u>	<u>72.00</u>

REQUIRED FORMS – EXHIBIT 11
PRICING SCHEDULE

PAGE 2 OF 3

	Annual Frequency	Cost Per Frequency	Annual Cost
6. RAKING			
a. Turf Under Trees	<u>12</u>	<u>—</u>	<u>N/A.</u>
b. Planters & Shrub Beds	<u>24</u>	<u>6.00</u>	<u>144.00</u>
7. SAFETY CLEARANCE / PRUNING / TRIMMING			
a. Tree Clearance / Pruning	<u>—</u>	<u>—</u>	<u>—</u>
b. Shrub Clearance / Pruning	<u>6</u>	<u>20.00</u>	<u>30.00</u>
c. Hedge Shaping / Trimming	<u>6</u>	<u>20.00</u>	<u>30.00</u>
8. TREE TRIMMING / PRUNING			
a. Trimming	<u>24 month</u>	<u>—</u>	<u>120.00</u>
b. Pruning	<u>24 month</u>	<u>—</u>	<u>—</u>
9. HEDGE TIMMING	<u>6</u>	<u>20.00</u>	<u>120.00</u>
10. SWEEPING			
a. Hard Surfaces, Walks, Steps and Parking Spaces	<u>52</u>	<u>2.00</u>	<u>104.00</u>
11. AERIFICATION (per Specification)	<u>2</u>	<u>—</u>	<u>—</u>
12. RODENT CONTROL (per Specification)	<u>As Needed</u>	<u>—</u>	<u>—</u>
13. FERTILIZATION			
a. Turf and Plant	<u>2</u>	<u>5.00</u>	<u>10.00</u>
14. IRRIGATION / WATERING (Manual or Automatic)			
a. Valve Box Integrity – replace covers, check for safety and security	<u>52</u>	<u>2.00</u>	<u>104.00</u>
b. Inspect, Operate, Control and make adjustments	<u>52</u>	<u>2.00</u>	<u>104.00</u>
c. Manual watering of Trees, Turf and Shrubs	<u>As Needed</u>	<u>—</u>	<u>—</u>
d. Backflow Certification	<u>1</u>	<u>—</u>	<u>50.00</u>
e. Flush Irrigation pipelines	<u>As Needed</u>	<u>—</u>	<u>—</u>
15. SITE INSPECTIONS / REPORTING (Per Requirements)	<u>52</u>	<u>2.00</u>	<u>104.00</u>

TOTAL MAINTENANCE COST PER YEAR:

\$ 2191.00

Flat daily rate to be added or deducted to annual fee when increasing or reducing days of service at this library.

one hundred dollar —
(write out amount in full)

(\$ 100.00 per day)
(use figures)

**REQUIRED FORMS – EXHIBIT 11
PRICING SCHEDULE**

PAGE 3 OF 3

NOTE: COPY THIS FORM AND SUBMIT ONE FOR EACH FACILITY LISTED IN THIS RFP

FACILITY: Antony Quinn Library

**COST PER
REQUEST**

II. AS-NEEDED MAINTENANCE / ADDITIONAL MAINTENANCE REQUEST

A. The following cost includes labor and equipment to perform the functions throughout the site:

1. Aerification	\$	<u> </u>
2. Pruning / Trimming	\$	<u>100.00</u>
a. Trees	\$	<u>100.00</u>
b. Shrubs	\$	<u>50.00</u>
c. Replanting	\$	<u> </u>
3. Cultivating	\$	<u>50.00</u>
4. Power raking – turf	\$	<u>100.00</u>
5. Repair and replace irrigation equipment	\$	<u>200.00</u>
6. Repair, replace, and relocate sprinkler heads	\$	<u>200.00</u>

B. The following cost includes labor and equipment to perform the functions throughout the site with the Contractor being compensated for the wholesale cost of materials:

1. Renovation of turf	\$	<u> </u>
2. Fertilization		
a. Turf	\$	<u> </u>
b. Trees / Shrubs	\$	<u> </u>
3. Disease Control		
a. Turf	\$	<u>50.00</u>
b. Trees	\$	<u>50.00</u>
c. Shrubs / Ground Cover	\$	<u> </u>
4. Insect Control		
a. Turf	\$	<u> </u>
b. Trees	\$	<u>200.00</u>
c. Shrubs / Ground Cover	\$	<u> </u>
5. Rodent Control	\$	<u>100.00</u>

C. The following cost 1,000 square feet includes labor and equipment with the wholesale cost of materials:

Feet	Initial Cost First 1,000 Square Feet	Each Additional 1,000 Square
1. Weed control, turf post emergency (for broad leaf weeds)	\$ <u>10000.</u>	\$ <u>100.00</u>
2. Reseeding bare areas, turf	\$ <u>100.00.</u>	\$ <u>100.00</u>

**REQUIRED FORMS – EXHIBIT 11
PRICING SCHEDULE**

PAGE 1 OF 3

NOTE: COPY THIS FORM AND SUBMIT ONE FOR EACH FACILITY LISTED IN THIS RFP

FACILITY: City Terrace Library

	Number of staff assigned	Hours of service	
Supervisor(s):	<u>1</u>	<u>1</u>	hours per month
Working Supervisor(s):	<u>1</u>	<u>4</u>	hours per month
Grounds Maintenance Worker(s):	<u>1</u>	<u>4</u>	hours per month
Other:	_____	_____	hours per month

In accordance with these Specifications, the undersigned Proposer is herewith submitting the following Proposal for the performance of the work as described in these Specifications subject to the Proposer furnishing all materials and equipment necessary, except those specified to be furnished by the County. Task shall be performed with nothing but the highest of standards at no less than the frequencies set forth herein.

I.	MAINTENANCE FUNCTIONS	Annual Frequency	Cost Per Frequency	Annual Cost
1.	MOWING			
	a. General Turf Areas	<u>43</u>	<u>—</u>	<u>N/A</u>
	b. Specialized Areas	<u>43</u>	<u>—</u>	<u>N/A</u>
2.	MECHANICAL EDGING			
	1. Turf Areas	<u>26</u>	<u>—</u>	<u>N/A.</u>
	2. Ground Cover	<u>12</u>	<u>50.00</u>	<u>600.00</u>
3.	CHEMICAL EDGING			
	a. Turf-detailing general turf areas with Systemic Herbicides	<u>6</u>	<u>—</u>	<u>N/A.</u>
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped areas, Drainage Areas, Curb and Gutter Expansion	<u>12</u>	<u>20.00</u>	<u>240.00</u>
4.	LITTER CONTROL			
	a. Developed Areas	<u>52</u>	<u>2.00</u>	<u>104.00</u>
	b. Undeveloped Areas	<u>52</u>	<u>2.00</u>	<u>104.00</u>
5.	WEED REMOVAL			
	a. Walkways, Beds, Planters, Ground Cover & Landscape	<u>12</u>	<u>6.00</u>	<u>72.00</u>
	b. Bare Areas	<u>12</u>	<u>6.00</u>	<u>72.00</u>
	c. Undeveloped Areas	<u>12</u>	<u>6.00</u>	<u>72.00</u>

**REQUIRED FORMS – EXHIBIT 11
PRICING SCHEDULE**

PAGE 2 OF 3

	Annual Frequency	Cost Per Frequency	Annual Cost
6. RAKING			
a. Turf Under Trees	<u>12</u>	<u>-</u>	<u>N/A.</u>
b. Planters & Shrub Beds	<u>24</u>	<u>6.00</u>	<u>144.00</u>
7. SAFETY CLEARANCE / PRUNING / TRIMMING			
a. Tree Clearance / Pruning	<u>-</u>	<u>-</u>	<u>-</u>
b. Shrub Clearance / Pruning	<u>6</u>	<u>5.00</u>	<u>30.00</u>
c. Hedge Shaping / Trimming	<u>6</u>	<u>5.00</u>	<u>30.00</u>
8. TREE TRIMMING / PRUNING			
a. Trimming	<u>24 month</u>	<u>-</u>	<u>0</u>
b. Pruning	<u>24 month</u>	<u>-</u>	<u>0</u>
9. HEDGE TIMMING	<u>6</u>	<u>40.00</u>	<u>240.00</u>
10. SWEEPING			
a. Hard Surfaces, Walks, Steps and Parking Spaces	<u>52</u>	<u>2.00</u>	<u>104.00</u>
11. AERIFICATION (per Specification)	<u>2</u>	<u>-</u>	<u>-</u>
12. RODENT CONTROL (per Specification)	<u>As Needed</u>	<u>-</u>	<u>-</u>
13. FERTILIZATION			
a. Turf and Plant	<u>2</u>	<u>5.00</u>	<u>10.00</u>
14. IRRIGATION / WATERING (Manual or Automatic)			
a. Valve Box Integrity – replace covers, check for safety and security	<u>52</u>	<u>2.00</u>	<u>104.00</u>
b. Inspect, Operate, Control and make adjustments	<u>52</u>	<u>2.00</u>	<u>104.00</u>
c. Manual watering of Trees, Turf and Shrubs	<u>As Needed</u>	<u>-</u>	<u>-</u>
d. Backflow Certification	<u>1</u>	<u>-</u>	<u>50.00</u>
e. Flush Irrigation pipelines	<u>As Needed</u>	<u>-</u>	<u>-</u>
15. SITE INSPECTIONS / REPORTING (Per Requirements)	<u>52</u>	<u>2.00</u>	<u>104.00</u>

TOTAL MAINTENANCE COST PER YEAR:

\$ 2184.00

Flat daily rate to be added or deducted to annual fee when increasing or reducing days of service at this library.

One hundred dollar
(write out amount in full)

(\$ 100.00 per day)
(use figures)

**REQUIRED FORMS – EXHIBIT 11
PRICING SCHEDULE**

PAGE 3 OF 3

NOTE: COPY THIS FORM AND SUBMIT ONE FOR EACH FACILITY LISTED IN THIS RFP

FACILITY: City Terrace Library

II. AS-NEEDED MAINTENANCE / ADDITIONAL MAINTENANCE REQUEST **COST PER REQUEST**

A. The following cost includes labor and equipment to perform the functions throughout the site:

1. Aerification	\$ <u> </u>
2. Pruning / Trimming	\$ <u>100.00</u>
a. Trees	\$ <u>100.00</u>
b. Shrubs	\$ <u>50.00</u>
c. Replanting	\$ <u> </u>
3. Cultivating	\$ <u>50.00</u>
4. Power raking – turf	\$ <u>100.00</u>
5. Repair and replace irrigation equipment	\$ <u>200.00</u>
6. Repair, replace, and relocate sprinkler heads	\$ <u>200.00</u>

B. The following cost includes labor and equipment to perform the functions throughout the site with the Contractor being compensated for the wholesale cost of materials:

1. Renovation of turf	\$ <u> </u>
2. Fertilization	
a. Turf	\$ <u> </u>
b. Trees / Shrubs	\$ <u>100.00</u>
3. Disease Control	
a. Turf	\$ <u>50.00</u>
b. Trees	\$ <u>50.00</u>
c. Shrubs / Ground Cover	\$ <u> </u>
4. Insect Control	
a. Turf	\$ <u> </u>
b. Trees	\$ <u>200.00</u>
c. Shrubs / Ground Cover	\$ <u>100.00</u>
5. Rodent Control	\$ <u>100.00</u>

C. The following cost 1,000 square feet includes labor and equipment with the wholesale cost of materials:

Feet	Initial Cost First 1,000 Square Feet	Each Additional 1,000 Square
1. Weed control, turf post emergency (for broad leaf weeds)	\$ <u>100.00</u>	\$ <u>100.00</u>
2. Reseeding bare areas, turf	\$ <u>100.00</u>	\$ <u>100.00</u>

**REQUIRED FORMS – EXHIBIT 11
PRICING SCHEDULE**

PAGE 1 OF 3

NOTE: COPY THIS FORM AND SUBMIT ONE FOR EACH FACILITY LISTED IN THIS RFP

FACILITY: El Monte Library

	Number of staff assigned	Hours of service	
Supervisor(s):	<u>1</u>	<u>1</u>	hours per month
Working Supervisor(s):	<u>1</u>	<u>4</u>	hours per month
Grounds Maintenance Worker(s):	<u>1</u>	<u>4</u>	hours per month
Other:	<u> </u>	<u> </u>	hours per month

In accordance with these Specifications, the undersigned Proposer is herewith submitting the following Proposal for the performance of the work as described in these Specifications subject to the Proposer furnishing all materials and equipment necessary, except those specified to be furnished by the County. Task shall be performed with nothing but the highest of standards at no less than the frequencies set forth herein.

I.	MAINTENANCE FUNCTIONS	Annual Frequency	Cost Per Frequency	Annual Cost
1.	MOWING			
	a. General Turf Areas	<u>43</u>	<u>10.00</u>	<u>430.00</u>
	b. Specialized Areas	<u>43</u>	<u>—</u>	<u>—</u>
2.	MECHANICAL EDGING			
	1. Turf Areas	<u>26</u>	<u>5.00</u>	<u>130.00</u>
	2. Ground Cover	<u>12</u>	<u>5.00</u>	<u>60.00</u>
3.	CHEMICAL EDGING			
	a. Turf-detailing general turf areas with Systemic Herbicides	<u>6</u>	<u>10.00</u>	<u>60.00</u>
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped areas, Drainage Areas, Curb and Gutter Expansion	<u>12</u>	<u>20.00</u>	<u>240.00</u>
4.	LITTER CONTROL			
	a. Developed Areas	<u>52</u>	<u>2.00</u>	<u>104.00</u>
	b. Undeveloped Areas	<u>52</u>	<u>2.00</u>	<u>104.00</u>
5.	WEED REMOVAL			
	a. Walkways, Beds, Planters, Ground Cover & Landscape	<u>12</u>	<u>5.00</u>	<u>60.00</u>
	b. Bare Areas	<u>12</u>	<u>5.00</u>	<u>60.00</u>
	c. Undeveloped Areas	<u>12</u>	<u>5.00</u>	<u>60.00</u>

**REQUIRED FORMS – EXHIBIT 11
PRICING SCHEDULE**

PAGE 2 OF 3

	Annual Frequency	Cost Per Frequency	Annual Cost
6. RAKING			
a. Turf Under Trees	<u>12</u>	<u>5.00</u>	<u>60.00</u>
b. Planters & Shrub Beds	<u>24</u>	<u>5.00</u>	<u>120.00</u>
7. SAFETY CLEARANCE / PRUNING / TRIMMING			
a. Tree Clearance / Pruning	<u>-</u>	<u>-</u>	<u>-</u>
b. Shrub Clearance / Pruning	<u>6</u>	<u>5.00</u>	<u>30.00</u>
c. Hedge Shaping / Trimming	<u>6</u>	<u>5.00</u>	<u>30.00</u>
8. TREE TRIMMING / PRUNING			
a. Trimming	<u>24 month</u>	<u>-</u>	<u>100.00</u>
b. Pruning	<u>24 month</u>	<u>-</u>	<u>-</u>
9. HEDGE TIMMING	<u>6</u>	<u>40.00</u>	<u>240.00</u>
10. SWEEPING			
a. Hard Surfaces, Walks, Steps and Parking Spaces	<u>52</u>	<u>2.00</u>	<u>104.00</u>
11. AERIFICATION (per Specification)	<u>2</u>	<u>30.00</u>	<u>60.00</u>
12. RODENT CONTROL (per Specification)	<u>As Needed</u>	<u>-</u>	<u>-</u>
13. FERTILIZATION			
a. Turf and Plant	<u>2</u>	<u>20.00</u>	<u>40.00</u>
14. IRRIGATION / WATERING (Manual or Automatic)			
a. Valve Box Integrity – replace covers, check for safety and security	<u>52</u>	<u>2.00</u>	<u>104.00</u>
b. Inspect, Operate, Control and make adjustments	<u>52</u>	<u>2.00</u>	<u>104.00</u>
c. Manual watering of Trees, Turf and Shrubs	<u>As Needed</u>	<u>-</u>	<u>-</u>
d. Backflow Certification	<u>1</u>	<u>-</u>	<u>50.00</u>
e. Flush Irrigation pipelines	<u>As Needed</u>	<u>-</u>	<u>-</u>
15. SITE INSPECTIONS / REPORTING (Per Requirements)	<u>52</u>	<u>2.00</u>	<u>104.00</u>

TOTAL MAINTENANCE COST PER YEAR:

\$ 2454.00

Flat daily rate to be added or deducted to annual fee when increasing or reducing days of service at this library.

One Hundred dollar
(write out amount in full)

(\$ 100.00 per day)
(use figures)

**REQUIRED FORMS – EXHIBIT 11
PRICING SCHEDULE**

PAGE 3 OF 3

NOTE: COPY THIS FORM AND SUBMIT ONE FOR EACH FACILITY LISTED IN THIS RFP

FACILITY: EL Monte Library

		COST PER REQUEST	
II. AS-NEEDED MAINTENANCE / ADDITIONAL MAINTENANCE REQUEST			
A. The following cost includes labor and equipment to perform the functions throughout the site:			
1.	Aerification	\$	<u>100.00</u>
2.	Pruning / Trimming	\$	<u>100.00</u>
	a. Trees	\$	<u>100.00</u>
	b. Shrubs	\$	<u>100.00</u>
	c. Replanting	\$	<u> </u>
3.	Cultivating	\$	<u>100.00</u>
4.	Power raking – turf	\$	<u>50.00</u>
5.	Repair and replace irrigation equipment	\$	<u>100.00</u>
6.	Repair, replace, and relocate sprinkler heads	\$	<u>100.00</u>
B. The following cost includes labor and equipment to perform the functions throughout the site with the Contractor being compensated for the wholesale cost of materials:			
1.	Renovation of turf	\$	<u>250.00</u>
2.	Fertilization		
	a. Turf	\$	<u>100.00</u>
	b. Trees / Shrubs	\$	<u>100.00</u>
3.	Disease Control		
	a. Turf	\$	<u>50.00</u>
	b. Trees	\$	<u>100.00</u>
	c. Shrubs / Ground Cover	\$	<u>100.00</u>
4.	Insect Control		
	a. Turf	\$	<u>100.00</u>
	b. Trees	\$	<u>100.00</u>
	c. Shrubs / Ground Cover	\$	<u>100.00</u>
5.	Rodent Control	\$	<u>50.00</u>
C. The following cost 1,000 square feet includes labor and equipment with the wholesale cost of materials:			
		Initial Cost First 1,000 Square Feet	Each Additional 1,000 Square
Feet	1. Weed control, turf post emergency (for broad leaf weeds)	\$ <u>100.00</u>	\$ <u>100.00</u>
	2. Reseeding bare areas, turf	\$ <u>100.00</u>	\$ <u>100.00</u>

**REQUIRED FORMS – EXHIBIT 11
PRICING SCHEDULE**

PAGE 1 OF 3

NOTE: COPY THIS FORM AND SUBMIT ONE FOR EACH FACILITY LISTED IN THIS RFP

FACILITY: La Canada Flintridge Library

	Number of staff assigned	Hours of service	
Supervisor(s):	<u>1</u>	<u>2</u>	hours per month
Working Supervisor(s):	<u>1</u>	<u>8</u>	hours per month
Grounds Maintenance Worker(s):	<u>1</u>	<u>8</u>	hours per month
Other:	<u> </u>	<u> </u>	hours per month

In accordance with these Specifications, the undersigned Proposer is herewith submitting the following Proposal for the performance of the work as described in these Specifications subject to the Proposer furnishing all materials and equipment necessary, except those specified to be furnished by the County. Task shall be performed with nothing but the highest of standards at no less than the frequencies set forth herein.

I.	MAINTENANCE FUNCTIONS	Annual Frequency	Cost Per Frequency	Annual Cost
1.	MOWING			
	a. General Turf Areas	<u>43</u>	<u>—</u>	<u>N/A.</u>
	b. Specialized Areas	<u>43</u>	<u>—</u>	<u>N/A.</u>
2.	MECHANICAL EDGING			
	1. Turf Areas	<u>26</u>	<u>—</u>	<u>N/A.</u>
	2. Ground Cover	<u>12</u>	<u>70.00</u>	<u>840.00</u>
3.	CHEMICAL EDGING			
	a. Turf-detailing general turf areas with Systemic Herbicides	<u>6</u>	<u>—</u>	<u>N/A.</u>
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped areas, Drainage Areas, Curb and Gutter Expansion	<u>12</u>	<u>50.00</u>	<u>600.00</u>
4.	LITTER CONTROL			
	a. Developed Areas	<u>52</u>	<u>2.00</u>	<u>104.00</u>
	b. Undeveloped Areas	<u>52</u>	<u>2.00</u>	<u>104.00</u>
5.	WEED REMOVAL			
	a. Walkways, Beds, Planters, Ground Cover & Landscape	<u>12</u>	<u>6.00</u>	<u>72.00</u>
	b. Bare Areas	<u>12</u>	<u>6.00</u>	<u>72.00</u>
	c. Undeveloped Areas	<u>12</u>	<u>6.00</u>	<u>72.00</u>

REQUIRED FORMS – EXHIBIT 11
PRICING SCHEDULE

PAGE 2 OF 3

	Annual Frequency	Cost Per Frequency	Annual Cost
6. RAKING			
a. Turf Under Trees	<u>12</u>	<u>—</u>	<u>N/A.</u>
b. Planters & Shrub Beds	<u>24</u>	<u>20.00</u>	<u>480.00</u>
7. SAFETY CLEARANCE / PRUNING / TRIMMING			
a. Tree Clearance / Pruning	<u>6</u>	<u>20.00</u>	<u>120.00</u>
b. Shrub Clearance / Pruning	<u>6</u>	<u>20.00</u>	<u>120.00</u>
c. Hedge Shaping / Trimming	<u>6</u>	<u>20.00</u>	<u>120.00</u>
8. TREE TRIMMING / PRUNING			
a. Trimming	<u>24 month</u>	<u>—</u>	<u>962.00</u>
b. Pruning	<u>24 month</u>	<u>—</u>	<u>—</u>
9. HEDGE TIMMING	<u>6</u>	<u>40.00</u>	<u>240.00</u>
10. SWEEPING			
a. Hard Surfaces, Walks, Steps and Parking Spaces	<u>52</u>	<u>2.00</u>	<u>104.00</u>
11. AERIFICATION (per Specification)	<u>2</u>	<u>—</u>	<u>—</u>
12. RODENT CONTROL (per Specification)	<u>As Needed</u>	<u>—</u>	<u>—</u>
13. FERTILIZATION			
a. Turf and Plant	<u>2</u>	<u>5.00</u>	<u>10.00</u>
14. IRRIGATION / WATERING (Manual or Automatic)			
a. Valve Box Integrity – replace covers, check for safety and security	<u>52</u>	<u>2.00</u>	<u>104.00</u>
b. Inspect, Operate, Control and make adjustments	<u>52</u>	<u>2.00</u>	<u>104.00</u>
c. Manual watering of Trees, Turf and Shrubs	<u>As Needed</u>	<u>—</u>	<u>—</u>
d. Backflow Certification	<u>1</u>	<u>—</u>	<u>50.00</u>
e. Flush Irrigation pipelines	<u>As Needed</u>	<u>—</u>	<u>—</u>
15. SITE INSPECTIONS / REPORTING (Per Requirements)	<u>52</u>	<u>2.00</u>	<u>104.00</u>

TOTAL MAINTENANCE COST PER YEAR:

\$ 4382.00

Flat daily rate to be added or deducted to annual fee when increasing or reducing days of service at this library.

One hundred dollars
(write out amount in full)

(\$ 100.00 per day)
(use figures)

**REQUIRED FORMS – EXHIBIT 11
PRICING SCHEDULE**

PAGE 3 OF 3

NOTE: COPY THIS FORM AND SUBMIT ONE FOR EACH FACILITY LISTED IN THIS RFP

FACILITY: La Canada Flintridge Library

II. AS-NEEDED MAINTENANCE / ADDITIONAL MAINTENANCE REQUEST **COST PER REQUEST**

A. The following cost includes labor and equipment to perform the functions throughout the site:

1. Aeration	\$ <u> </u>
2. Pruning / Trimming	\$ <u>100.00</u>
a. Trees	\$ <u>100.00</u>
b. Shrubs	\$ <u>50.00</u>
c. Replanting	\$ <u>50.00</u>
3. Cultivating	\$ <u>100.00</u>
4. Power raking – turf	\$ <u>100.00</u>
5. Repair and replace irrigation equipment	\$ <u>200.00</u>
6. Repair, replace, and relocate sprinkler heads	\$ <u>200.00</u>

B. The following cost includes labor and equipment to perform the functions throughout the site with the Contractor being compensated for the wholesale cost of materials:

1. Renovation of turf	\$ <u> </u>
2. Fertilization	
a. Turf	\$ <u> </u>
b. Trees / Shrubs	\$ <u>100.00</u>
3. Disease Control	
a. Turf	\$ <u> </u>
b. Trees	\$ <u>100.00</u>
c. Shrubs / Ground Cover	\$ <u>100.00</u>
4. Insect Control	
a. Turf	\$ <u> </u>
b. Trees	\$ <u>100.00</u>
c. Shrubs / Ground Cover	\$ <u>100.00</u>
5. Rodent Control	\$ <u>100.00</u>

C. The following cost 1,000 square feet includes labor and equipment with the wholesale cost of materials:

Feet	Initial Cost First 1,000 Square Feet	Each Additional 1,000 Square
1. Weed control, turf post emergency (for broad leaf weeds)	\$ <u>100.00</u>	\$ <u>100.00</u>
2. Reseeding bare areas, turf	\$ <u>100.00</u>	\$ <u>100.00</u>

**REQUIRED FORMS – EXHIBIT 11
PRICING SCHEDULE**

PAGE 1 OF 3

NOTE: COPY THIS FORM AND SUBMIT ONE FOR EACH FACILITY LISTED IN THIS RFP

FACILITY: Lancaster Library

	Number of staff assigned	Hours of service	
Supervisor(s):	<u>1</u>	<u>4</u>	hours per month
Working Supervisor(s):	<u>1</u>	<u>16</u>	hours per month
Grounds Maintenance Worker(s):	<u>1</u>	<u>16</u>	hours per month
Other:	_____	_____	hours per month

In accordance with these Specifications, the undersigned Proposer is herewith submitting the following Proposal for the performance of the work as described in these Specifications subject to the Proposer furnishing all materials and equipment necessary, except those specified to be furnished by the County. Task shall be performed with nothing but the highest of standards at no less than the frequencies set forth herein.

I.	MAINTENANCE FUNCTIONS	Annual Frequency	Cost Per Frequency	Annual Cost
1.	MOWING			
	a. General Turf Areas	<u>43</u>	<u>40.00</u>	<u>1720.00</u>
	b. Specialized Areas	<u>43</u>	<u>10.00</u>	<u>430.00</u>
2.	MECHANICAL EDGING			
	1. Turf Areas	<u>26</u>	<u>10.00</u>	<u>260.00</u>
	2. Ground Cover	<u>12</u>	<u>10.00</u>	<u>120.00</u>
3.	CHEMICAL EDGING			
	a. Turf-detailing general turf areas with Systemic Herbicides	<u>6</u>	<u>10.00</u>	<u>60.00</u>
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped areas, Drainage Areas, Curb and Gutter Expansion	<u>12</u>	<u>20.00</u>	<u>240.00</u>
4.	LITTER CONTROL			
	a. Developed Areas	<u>52</u>	<u>5.00</u>	<u>260.00</u>
	b. Undeveloped Areas	<u>52</u>	<u>5.00</u>	<u>260.00</u>
5.	WEED REMOVAL			
	a. Walkways, Beds, Planters, Ground Cover & Landscape	<u>12</u>	<u>10.00</u>	<u>120.00</u>
	b. Bare Areas	<u>12</u>	<u>10.00</u>	<u>120.00</u>
	c. Undeveloped Areas	<u>12</u>	<u>10.00</u>	<u>120.00</u>

REQUIRED FORMS – EXHIBIT 11
PRICING SCHEDULE

PAGE 2 OF 3

	Annual Frequency	Cost Per Frequency	Annual Cost
6. RAKING			
a. Turf Under Trees	<u>12</u>	<u>10.00</u>	<u>120.00</u>
b. Planters & Shrub Beds	<u>24</u>	<u>10.00</u>	<u>240.00</u>
7. SAFETY CLEARANCE / PRUNING / TRIMMING			
a. Tree Clearance / Pruning	<u>4</u>	<u>20.00</u>	<u>120.00</u>
b. Shrub Clearance / Pruning	<u>6</u>	<u>5.00</u>	<u>30.00</u>
c. Hedge Shaping / Trimming	<u>6</u>	<u>5.00</u>	<u>30.00</u>
8. TREE TRIMMING / PRUNING			
a. Trimming	<u>24 month</u>		<u>1500.00</u>
b. Pruning	<u>24 month</u>		<u>1500.00</u>
9. HEDGE TIMMING	<u>6</u>	<u>40.00</u>	<u>240.00</u>
10. SWEEPING			
a. Hard Surfaces, Walks, Steps and Parking Spaces	<u>52</u>	<u>5.00</u>	<u>260.00</u>
11. AERIFICATION (per Specification)	<u>2</u>	<u>20.00</u>	<u>40.00</u>
12. RODENT CONTROL (per Specification)	<u>As Needed</u>	<u>-</u>	<u>-</u>
13. FERTILIZATION			
a. Turf and Plant	<u>2</u>	<u>20.00</u>	<u>40.00</u>
14. IRRIGATION / WATERING (Manual or Automatic)			
a. Valve Box Integrity – replace covers, check for safety and security	<u>52</u>	<u>5.00</u>	<u>260.00</u>
b. Inspect, Operate, Control and make adjustments	<u>52</u>	<u>5.00</u>	<u>260.00</u>
c. Manual watering of Trees, Turf and Shrubs	<u>As Needed</u>	<u>-</u>	<u>-</u>
d. Backflow Certification	<u>1</u>	<u>-</u>	<u>50.00</u>
e. Flush Irrigation pipelines	<u>As Needed</u>	<u>-</u>	<u>-</u>
15. SITE INSPECTIONS / REPORTING (Per Requirements)	<u>52</u>	<u>5.00</u>	<u>260.00</u>

TOTAL MAINTENANCE COST PER YEAR:

\$ 8660.00

Flat daily rate to be added or deducted to annual fee when increasing or reducing days of service at this library.

One Hundred dollars
(write out amount in full)

(\$ 100.00 per day)
(use figures)

**REQUIRED FORMS – EXHIBIT 11
PRICING SCHEDULE**

PAGE 3 OF 3

NOTE: COPY THIS FORM AND SUBMIT ONE FOR EACH FACILITY LISTED IN THIS RFP

FACILITY: Lancaster Library

		COST PER REQUEST	
II. AS-NEEDED MAINTENANCE / ADDITIONAL MAINTENANCE REQUEST			
A. The following cost includes labor and equipment to perform the functions throughout the site:			
1.	Aerification	\$	<u>100.00</u>
2.	Pruning / Trimming	\$	<u>100.00</u>
	a. Trees	\$	<u>500.00</u>
	b. Shrubs	\$	<u>100.00</u>
	c. Replanting	\$	<u>100.00</u>
3.	Cultivating	\$	<u>1100.00</u>
4.	Power raking -- turf	\$	<u>200.00</u>
5.	Repair and replace irrigation equipment	\$	<u>550.00</u>
6.	Repair, replace, and relocate sprinkler heads	\$	<u>550.00</u>
B. The following cost includes labor and equipment to perform the functions throughout the site with the Contractor being compensated for the wholesale cost of materials:			
1.	Renovation of turf	\$	<u>100.00</u>
2.	Fertilization		
	a. Turf	\$	<u>100.00</u>
	b. Trees / Shrubs	\$	<u>200.00</u>
3.	Disease Control		
	a. Turf	\$	<u>100.00</u>
	b. Trees	\$	<u>200.00</u>
	c. Shrubs / Ground Cover	\$	<u>200.00</u>
4.	Insect Control		
	a. Turf	\$	<u>100.00</u>
	b. Trees	\$	<u>200.00</u>
	c. Shrubs / Ground Cover	\$	<u>200.00</u>
5.	Rodent Control	\$	<u>100.00</u>
C. The following cost 1,000 square feet includes labor and equipment with the wholesale cost of materials:			
		Initial Cost First 1,000 Square Feet	Each Additional 1,000 Square
Feet	1. Weed control, turf post emergency (for broad leaf weeds)	\$ <u>100.00</u>	\$ <u>100.00</u>
	2. Reseeding bare areas, turf	\$ <u>100.00</u>	\$ <u>100.00</u>

**REQUIRED FORMS – EXHIBIT 11
PRICING SCHEDULE**

PAGE 1 OF 3

NOTE: COPY THIS FORM AND SUBMIT ONE FOR EACH FACILITY LISTED IN THIS RFP

FACILITY: Littlerock Library

	Number of staff assigned	Hours of service	
Supervisor(s):	<u>1</u>	<u>1</u>	hours per month
Working Supervisor(s):	<u>1</u>	<u>4</u>	hours per month
Grounds Maintenance Worker(s):	<u>1</u>	<u>4</u>	hours per month
Other:	<u> </u>	<u> </u>	hours per month

In accordance with these Specifications, the undersigned Proposer is herewith submitting the following Proposal for the performance of the work as described in these Specifications subject to the Proposer furnishing all materials and equipment necessary, except those specified to be furnished by the County. Task shall be performed with nothing but the highest of standards at no less than the frequencies set forth herein.

I.	MAINTENANCE FUNCTIONS	Annual Frequency	Cost Per Frequency	Annual Cost
1.	MOWING			
	a. General Turf Areas	<u>43</u>	<u>—</u>	<u>N/A.</u>
	b. Specialized Areas	<u>43</u>	<u>—</u>	<u>N/A.</u>
2.	MECHANICAL EDGING			
	1. Turf Areas	<u>26</u>	<u>—</u>	<u>N/A.</u>
	2. Ground Cover	<u>12</u>	<u>50.00</u>	<u>600.00</u>
3.	CHEMICAL EDGING			
	a. Turf-detailing general turf areas with Systemic Herbicides	<u>6</u>	<u>—</u>	<u>—</u>
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped areas, Drainage Areas, Curb and Gutter Expansion	<u>12</u>	<u>100.00</u>	<u>1200.00</u>
4.	LITTER CONTROL			
	a. Developed Areas	<u>52</u>	<u>2.00</u>	<u>104.00</u>
	b. Undeveloped Areas	<u>52</u>	<u>2.00</u>	<u>104.00</u>
5.	WEED REMOVAL			
	a. Walkways, Beds, Planters, Ground Cover & Landscape	<u>12</u>	<u>6.00</u>	<u>72.00</u>
	b. Bare Areas	<u>12</u>	<u>6.00</u>	<u>72.00</u>
	c. Undeveloped Areas	<u>12</u>	<u>6.00</u>	<u>72.00</u>

REQUIRED FORMS – EXHIBIT 11
PRICING SCHEDULE

	Annual Frequency	Cost Per Frequency	Annual Cost
6. RAKING			
a. Turf Under Trees	<u>12</u>	<u>—</u>	<u>N/A.</u>
b. Planters & Shrub Beds	<u>24</u>	<u>20.00</u>	<u>480.00</u>
7. SAFETY CLEARANCE / PRUNING / TRIMMING			
a. Tree Clearance / Pruning	<u>6</u>	<u>20.00</u>	<u>120.00</u>
b. Shrub Clearance / Pruning	<u>6</u>	<u>20.00</u>	<u>120.00</u>
c. Hedge Shaping / Trimming	<u>6</u>	<u>20.00</u>	<u>120.00</u>
8. TREE TRIMMING / PRUNING			
a. Trimming	<u>24 month</u>	<u>—</u>	<u>592.00</u>
b. Pruning	<u>24 month</u>	<u>—</u>	<u>—</u>
9. HEDGE TIMMING	<u>6</u>	<u>40.00</u>	<u>240.00</u>
10. SWEEPING			
a. Hard Surfaces, Walks, Steps and Parking Spaces	<u>52</u>	<u>2.00</u>	<u>104.00</u>
11. AERIFICATION (per Specification)	<u>2</u>	<u>—</u>	<u>—</u>
12. RODENT CONTROL (per Specification)	<u>As Needed</u>	<u>—</u>	<u>—</u>
13. FERTILIZATION			
a. Turf and Plant	<u>2</u>	<u>10.00</u>	<u>20.00</u>
14. IRRIGATION / WATERING (Manual or Automatic)			
a. Valve Box Integrity – replace covers, check for safety and security	<u>52</u>	<u>2.00</u>	<u>104.00</u>
b. Inspect, Operate, Control and make adjustments	<u>52</u>	<u>2.00</u>	<u>104.00</u>
c. Manual watering of Trees, Turf and Shrubs	<u>As Needed</u>	<u>—</u>	<u>—</u>
d. Backflow Certification	<u>1</u>	<u>—</u>	<u>50.00</u>
e. Flush Irrigation pipelines	<u>As Needed</u>	<u>—</u>	<u>—</u>
15. SITE INSPECTIONS / REPORTING (Per Requirements)	<u>52</u>	<u>2.00</u>	<u>104.00</u>

TOTAL MAINTENANCE COST PER YEAR: \$ 4382.00

Flat daily rate to be added or deducted to annual fee when increasing or reducing days of service at this library.

One Hundred dollar
(write out amount in full)

(\$ 100.00 per day)
(use figures)

**REQUIRED FORMS – EXHIBIT 11
PRICING SCHEDULE**

PAGE 3 OF 3

NOTE: COPY THIS FORM AND SUBMIT ONE FOR EACH FACILITY LISTED IN THIS RFP

FACILITY: Little Rock Library

		COST PER REQUEST	
II. AS-NEEDED MAINTENANCE / ADDITIONAL MAINTENANCE REQUEST			
A. The following cost includes labor and equipment to perform the functions throughout the site:			
1.	Aerification	\$	<u> —</u>
2.	Pruning / Trimming	\$	<u>100.00</u>
	a. Trees	\$	<u>200.00</u>
	b. Shrubs	\$	<u>100.00</u>
	c. Replanting	\$	<u>200.00</u>
3.	Cultivating	\$	<u>100.00</u>
4.	Power raking – turf	\$	<u>100.00</u>
5.	Repair and replace irrigation equipment	\$	<u>200.00</u>
6.	Repair, replace, and relocate sprinkler heads	\$	<u>200.00</u>
B. The following cost includes labor and equipment to perform the functions throughout the site with the Contractor being compensated for the wholesale cost of materials:			
1.	Renovation of turf	\$	<u> —</u>
2.	Fertilization		
	a. Turf	\$	<u> —</u>
	b. Trees / Shrubs	\$	<u>100.00</u>
3.	Disease Control		
	a. Turf	\$	<u> —</u>
	b. Trees	\$	<u>250.00</u>
	c. Shrubs / Ground Cover	\$	<u>200.00</u>
4.	Insect Control		
	a. Turf	\$	<u> —</u>
	b. Trees	\$	<u>200.00</u>
	c. Shrubs / Ground Cover	\$	<u>200.00</u>
5.	Rodent Control	\$	<u>100.00</u>
C. The following cost 1,000 square feet includes labor and equipment with the wholesale cost of materials:			
		Initial Cost First 1,000 Square Feet	Each Additional 1,000 Square
Feet	1. Weed control, turf post emergency (for broad leaf weeds)	\$ <u>100.00</u>	\$ <u>100.00</u>
	2. Reseeding bare areas, turf	\$ <u>100.00</u>	\$ <u>100.00</u>

**REQUIRED FORMS – EXHIBIT 11
PRICING SCHEDULE**

PAGE 1 OF 3

NOTE: COPY THIS FORM AND SUBMIT ONE FOR EACH FACILITY LISTED IN THIS RFP

FACILITY: Newhall library

	Number of staff assigned	Hours of service	
Supervisor(s):	<u>1</u>	<u>1</u>	hours per month
Working Supervisor(s):	<u>1</u>	<u>4</u>	hours per month
Grounds Maintenance Worker(s):	<u>1</u>	<u>4</u>	hours per month
Other:	<u> </u>	<u> </u>	hours per month

In accordance with these Specifications, the undersigned Proposer is herewith submitting the following Proposal for the performance of the work as described in these Specifications subject to the Proposer furnishing all materials and equipment necessary, except those specified to be furnished by the County. Task shall be performed with nothing but the highest of standards at no less than the frequencies set forth herein.

I.	MAINTENANCE FUNCTIONS	Annual Frequency	Cost Per Frequency	Annual Cost
1.	MOWING			
	a. General Turf Areas	<u>43</u>	<u>—</u>	<u>N/A.</u>
	b. Specialized Areas	<u>43</u>	<u>—</u>	<u>N/A.</u>
2.	MECHANICAL EDGING			
	1. Turf Areas	<u>26</u>	<u>—</u>	<u>N/A.</u>
	2. Ground Cover	<u>12</u>	<u>50.00</u>	<u>600.00</u>
3.	CHEMICAL EDGING			
	a. Turf-detailing general turf areas with Systemic Herbicides	<u>6</u>	<u>—</u>	<u>N/A.</u>
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped areas, Drainage Areas, Curb and Gutter Expansion	<u>12</u>	<u>50.00</u>	<u>600.00</u>
4.	LITTER CONTROL			
	a. Developed Areas	<u>52</u>	<u>2.00</u>	<u>104.00</u>
	b. Undeveloped Areas	<u>52</u>	<u>2.00</u>	<u>104.00</u>
5.	WEED REMOVAL			
	a. Walkways, Beds, Planters, Ground Cover & Landscape	<u>12</u>	<u>10.00</u>	<u>120.00</u>
	b. Bare Areas	<u>12</u>	<u>10.00</u>	<u>120.00</u>
	c. Undeveloped Areas	<u>12</u>	<u>10.00</u>	<u>120.00</u>

**REQUIRED FORMS – EXHIBIT 11
PRICING SCHEDULE**

	Annual Frequency	Cost Per Frequency	Annual Cost
6. RAKING			
a. Turf Under Trees	<u>12</u>	<u>—</u>	<u>N/A.</u>
b. Planters & Shrub Beds	<u>24</u>	<u>20.00</u>	<u>480.00</u>
7. SAFETY CLEARANCE / PRUNING / TRIMMING			
a. Tree Clearance / Pruning	<u>6</u>	<u>20.00</u>	<u>120.00</u>
b. Shrub Clearance / Pruning	<u>6</u>	<u>20.00</u>	<u>120.00</u>
c. Hedge Shaping / Trimming	<u>6</u>	<u>20.00</u>	<u>120.00</u>
8. TREE TRIMMING / PRUNING			
a. Trimming	<u>24 month</u>	<u>—</u>	<u>1028.00</u>
b. Pruning	<u>24 month</u>	<u>—</u>	<u>—</u>
9. HEDGE TIMMING	<u>6</u>	<u>40.00</u>	<u>240.00</u>
10. SWEEPING			
a. Hard Surfaces, Walks, Steps and Parking Spaces	<u>52</u>	<u>2.00</u>	<u>104.00</u>
11. AERIFICATION (per Specification)	<u>2</u>	<u>—</u>	<u>—</u>
12. RODENT CONTROL (per Specification)	<u>As Needed</u>	<u>—</u>	<u>—</u>
13. FERTILIZATION			
a. Turf and Plant	<u>2</u>	<u>20.00</u>	<u>40.00</u>
14. IRRIGATION / WATERING (Manual or Automatic)			
a. Valve Box Integrity – replace covers, check for safety and security	<u>52</u>	<u>2.00</u>	<u>104.00</u>
b. Inspect, Operate, Control and make adjustments	<u>52</u>	<u>2.00</u>	<u>104.00</u>
c. Manual watering of Trees, Turf and Shrubs	<u>As Needed</u>	<u>—</u>	<u>—</u>
d. Backflow Certification	<u>1</u>	<u>—</u>	<u>50.00</u>
e. Flush Irrigation pipelines	<u>As Needed</u>	<u>—</u>	<u>—</u>
15. SITE INSPECTIONS / REPORTING (Per Requirements)	<u>52</u>	<u>2.00</u>	<u>104.00</u>

TOTAL MAINTENANCE COST PER YEAR:

\$ 4382.00

Flat daily rate to be added or deducted to annual fee when increasing or reducing days of service at this library.

One hundred dollars
(write out amount in full)

(\$ 100.00 per day)
(use figures)

**REQUIRED FORMS – EXHIBIT 11
PRICING SCHEDULE**

PAGE 3 OF 3

NOTE: COPY THIS FORM AND SUBMIT ONE FOR EACH FACILITY LISTED IN THIS RFP

FACILITY: Newhall Library

**COST PER
REQUEST**

II. AS-NEEDED MAINTENANCE / ADDITIONAL MAINTENANCE REQUEST

A. The following cost includes labor and equipment to perform the functions throughout the site:

1. Aerification	\$	<u> </u>
2. Pruning / Trimming	\$	<u>100.00</u>
a. Trees	\$	<u>100.00</u>
b. Shrubs	\$	<u>100.00</u>
c. Replanting	\$	<u>200.00</u>
3. Cultivating	\$	<u>100.00</u>
4. Power raking – turf	\$	<u> </u>
5. Repair and replace irrigation equipment	\$	<u>200.00</u>
6. Repair, replace, and relocate sprinkler heads	\$	<u>200.00</u>

B. The following cost includes labor and equipment to perform the functions throughout the site with the Contractor being compensated for the wholesale cost of materials:

1. Renovation of turf	\$	<u> </u>
2. Fertilization		
a. Turf	\$	<u> </u>
b. Trees / Shrubs	\$	<u>100.00</u>
3. Disease Control		
a. Turf	\$	<u> </u>
b. Trees	\$	<u>100.00</u>
c. Shrubs / Ground Cover	\$	<u>50.00</u>
4. Insect Control		
a. Turf	\$	<u> </u>
b. Trees	\$	<u>100.00</u>
c. Shrubs / Ground Cover	\$	<u>50.00</u>
5. Rodent Control	\$	<u>200.00</u>

C. The following cost 1,000 square feet includes labor and equipment with the wholesale cost of materials:

Feet	Initial Cost First 1,000 Square Feet	Each Additional 1,000 Square
1. Weed control, turf post emergency (for broad leaf weeds)	\$ <u>100.00</u>	\$ <u>100.00</u>
2. Reseeding bare areas, turf	\$ <u>100.00</u>	\$ <u>100.00</u>

**REQUIRED FORMS – EXHIBIT 11
PRICING SCHEDULE**

PAGE 1 OF 3

NOTE: COPY THIS FORM AND SUBMIT ONE FOR EACH FACILITY LISTED IN THIS RFP

FACILITY: Norwood Library

	Number of staff assigned	Hours of service	
Supervisor(s):	<u>1</u>	<u>3</u>	hours per month
Working Supervisor(s):	<u>1</u>	<u>15</u>	hours per month
Grounds Maintenance Worker(s):	<u>1</u>	<u>15</u>	hours per month
Other:	_____	_____	hours per month

In accordance with these Specifications, the undersigned Proposer is herewith submitting the following Proposal for the performance of the work as described in these Specifications subject to the Proposer furnishing all materials and equipment necessary, except those specified to be furnished by the County. Task shall be performed with nothing but the highest of standards at no less than the frequencies set forth herein.

I.	MAINTENANCE FUNCTIONS	Annual Frequency	Cost Per Frequency	Annual Cost
1.	MOWING			
	a. General Turf Areas	<u>43</u>	<u>20.00</u>	<u>860.00</u>
	b. Specialized Areas	<u>43</u>	<u>13.00</u>	<u>559.00</u>
2.	MECHANICAL EDGING			
	1. Turf Areas	<u>26</u>	<u>10.00</u>	<u>260.00</u>
	2. Ground Cover	<u>12</u>	<u>10.00</u>	<u>120.00</u>
3.	CHEMICAL EDGING			
	a. Turf-detailing general turf areas with Systemic Herbicides	<u>6</u>	<u>20.00</u>	<u>120.00</u>
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped areas, Drainage Areas, Curb and Gutter Expansion	<u>12</u>	<u>20.00</u>	<u>240.00</u>
4.	LITTER CONTROL			
	a. Developed Areas	<u>52</u>	<u>3.00</u>	<u>156.00</u>
	b. Undeveloped Areas	<u>52</u>	<u>3.00</u>	<u>156.00</u>
5.	WEED REMOVAL			
	a. Walkways, Beds, Planters, Ground Cover & Landscape	<u>12</u>	<u>10.00</u>	<u>120.00</u>
	b. Bare Areas	<u>12</u>	<u>10.00</u>	<u>120.00</u>
	c. Undeveloped Areas	<u>12</u>	<u>10.00</u>	<u>120.00</u>

REQUIRED FORMS – EXHIBIT 11
PRICING SCHEDULE

	Annual Frequency	Cost Per Frequency	Annual Cost
6. RAKING			
a. Turf Under Trees	<u>12</u>	<u>10.00</u>	<u>120.00</u>
b. Planters & Shrub Beds	<u>24</u>	<u>10.00</u>	<u>240.00</u>
7. SAFETY CLEARANCE / PRUNING / TRIMMING			
a. Tree Clearance / Pruning	<u>6</u>	<u>10.00</u>	<u>60.00</u>
b. Shrub Clearance / Pruning	<u>6</u>	<u>10.00</u>	<u>60.00</u>
c. Hedge Shaping / Trimming	<u>6</u>	<u>10.00</u>	<u>60.00</u>
8. TREE TRIMMING / PRUNING			
a. Trimming	<u>24 month</u>	<u>-</u>	<u>1800.00</u>
b. Pruning	<u>24 month</u>	<u>-</u>	<u>460.00</u>
9. HEDGE TIMMING	<u>6</u>	<u>40.00</u>	<u>240.00</u>
10. SWEEPING			
a. Hard Surfaces, Walks, Steps and Parking Spaces	<u>52</u>	<u>5.00</u>	<u>260.00</u>
11. AERIFICATION (per Specification)	<u>2</u>	<u>20.00</u>	<u>40.00</u>
12. RODENT CONTROL (per Specification)	<u>As Needed</u>	<u>-</u>	<u>-</u>
13. FERTILIZATION			
a. Turf and Plant	<u>2</u>	<u>20.00</u>	<u>40.00</u>
14. IRRIGATION / WATERING (Manual or Automatic)			
a. Valve Box Integrity – replace covers, check for safety and security	<u>52</u>	<u>2.00</u>	<u>104.00</u>
b. Inspect, Operate, Control and make adjustments	<u>52</u>	<u>2.00</u>	<u>104.00</u>
c. Manual watering of Trees, Turf and Shrubs	<u>As Needed</u>	<u>-</u>	<u>-</u>
d. Backflow Certification	<u>1</u>	<u>-</u>	<u>50.00</u>
e. Flush Irrigation pipelines	<u>As Needed</u>	<u>-</u>	<u>-</u>
15. SITE INSPECTIONS / REPORTING (Per Requirements)	<u>52</u>	<u>2.00</u>	<u>104.00</u>

TOTAL MAINTENANCE COST PER YEAR:

\$ 6573.00

Flat daily rate to be added or deducted to annual fee when increasing or reducing days of service at this library.

One Hundred dollar
(write out amount in full)

(\$ 100.00 per day)
(use figures)

**REQUIRED FORMS – EXHIBIT 11
PRICING SCHEDULE**

PAGE 3 OF 3

NOTE: COPY THIS FORM AND SUBMIT ONE FOR EACH FACILITY LISTED IN THIS RFP

FACILITY: Norwood Library

**COST PER
REQUEST**

II. AS-NEEDED MAINTENANCE / ADDITIONAL MAINTENANCE REQUEST

A. The following cost includes labor and equipment to perform the functions throughout the site:

1. Aerification	\$ <u>200.00</u>
2. Pruning / Trimming	\$ <u>100.00</u>
a. Trees	\$ <u>100.00</u>
b. Shrubs	\$ <u>100.00</u>
c. Replanting	\$ <u>200.00</u>
3. Cultivating	\$ <u>100.00</u>
4. Power raking – turf	\$ <u>100.00</u>
5. Repair and replace irrigation equipment	\$ <u>250.00</u>
6. Repair, replace, and relocate sprinkler heads	\$ <u>250.00</u>

B. The following cost includes labor and equipment to perform the functions throughout the site with the Contractor being compensated for the wholesale cost of materials:

1. Renovation of turf	\$ <u>250.00</u>
2. Fertilization	
a. Turf	\$ <u>100.00</u>
b. Trees / Shrubs	\$ <u>100.00</u>
3. Disease Control	
a. Turf	\$ <u>100.00</u>
b. Trees	\$ <u>100.00</u>
c. Shrubs / Ground Cover	\$ <u>50.00</u>
4. Insect Control	
a. Turf	\$ <u>100.00</u>
b. Trees	\$ <u>100.00</u>
c. Shrubs / Ground Cover	\$ <u>100.00</u>
5. Rodent Control	\$ <u>100.00</u>

C. The following cost 1,000 square feet includes labor and equipment with the wholesale cost of materials:

Feet	Initial Cost First 1,000 Square Feet	Each Additional 1,000 Square
1. Weed control, turf post emergency (for broad leaf weeds)	\$ <u>100.00</u>	\$ <u>100.00</u>
2. Reseeding bare areas, turf	\$ <u>100.00</u>	\$ <u>100.00</u>

**REQUIRED FORMS – EXHIBIT 11
PRICING SCHEDULE**

PAGE 1 OF 3

NOTE: COPY THIS FORM AND SUBMIT ONE FOR EACH FACILITY LISTED IN THIS RFP

FACILITY: San Gabriel Library

	Number of staff assigned	Hours of service	
Supervisor(s):	<u>1</u>	<u>2</u>	hours per month
Working Supervisor(s):	<u>1</u>	<u>8</u>	hours per month
Grounds Maintenance Worker(s):	<u>1</u>	<u>8</u>	hours per month
Other:	<u> </u>	<u> </u>	hours per month

In accordance with these Specifications, the undersigned Proposer is herewith submitting the following Proposal for the performance of the work as described in these Specifications subject to the Proposer furnishing all materials and equipment necessary, except those specified to be furnished by the County. Task shall be performed with nothing but the highest of standards at no less than the frequencies set forth herein.

I.	MAINTENANCE FUNCTIONS	Annual Frequency	Cost Per Frequency	Annual Cost
1.	MOWING			
	a. General Turf Areas	<u>43</u>	<u>10.00</u>	<u>430.00</u>
	b. Specialized Areas	<u>43</u>	<u>-</u>	<u>-</u>
2.	MECHANICAL EDGING			
	1. Turf Areas	<u>26</u>	<u>5.00</u>	<u>130.00</u>
	2. Ground Cover	<u>12</u>	<u>10.00</u>	<u>120.00</u>
3.	CHEMICAL EDGING			
	a. Turf-detailing general turf areas with Systemic Herbicides	<u>6</u>	<u>20.00</u>	<u>120.00</u>
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped areas, Drainage Areas, Curb and Gutter Expansion	<u>12</u>	<u>20.00</u>	<u>240.00</u>
4.	LITTER CONTROL			
	a. Developed Areas	<u>52</u>	<u>5.00</u>	<u>260.00</u>
	b. Undeveloped Areas	<u>52</u>	<u>5.00</u>	<u>260.00</u>
5.	WEED REMOVAL			
	a. Walkways, Beds, Planters, Ground Cover & Landscape	<u>12</u>	<u>10.00</u>	<u>120.00</u>
	b. Bare Areas	<u>12</u>	<u>10.00</u>	<u>120.00</u>
	c. Undeveloped Areas	<u>12</u>	<u>10.00</u>	<u>120.00</u>

REQUIRED FORMS – EXHIBIT 11
PRICING SCHEDULE

PAGE 2 OF 3

	Annual Frequency	Cost Per Frequency	Annual Cost
6. RAKING			
a. Turf Under Trees	<u>12</u>	<u>20.00</u>	<u>240.00</u>
b. Planters & Shrub Beds	<u>24</u>	<u>20.00</u>	<u>480.00</u>
7. SAFETY CLEARANCE / PRUNING / TRIMMING			
a. Tree Clearance / Pruning	<u>6</u>	<u>10.00</u>	<u>60.00</u>
b. Shrub Clearance / Pruning	<u>6</u>	<u>10.00</u>	<u>60.00</u>
c. Hedge Shaping / Trimming	<u>6</u>	<u>10.00</u>	<u>60.00</u>
8. TREE TRIMMING / PRUNING			
a. Trimming	<u>24 month</u>	<u>-</u>	<u>428.00</u>
b. Pruning	<u>24 month</u>	<u>-</u>	<u>-</u>
9. HEDGE TIMMING	<u>6</u>	<u>20.00</u>	<u>120.00</u>
10. SWEEPING			
a. Hard Surfaces, Walks, Steps and Parking Spaces	<u>52</u>	<u>5.00</u>	<u>260.00</u>
11. AERIFICATION (per Specification)	<u>2</u>	<u>20.00</u>	<u>40.00</u>
12. RODENT CONTROL (per Specification)	<u>As Needed</u>	<u>-</u>	<u>-</u>
13. FERTILIZATION			
a. Turf and Plant	<u>2</u>	<u>20.00</u>	<u>40.00</u>
14. IRRIGATION / WATERING (Manual or Automatic)			
a. Valve Box Integrity – replace covers, check for safety and security	<u>52</u>	<u>5.00</u>	<u>260.00</u>
b. Inspect, Operate, Control and make adjustments	<u>52</u>	<u>5.00</u>	<u>260.00</u>
c. Manual watering of Trees, Turf and Shrubs	<u>As Needed</u>	<u>-</u>	<u>-</u>
d. Backflow Certification	<u>1</u>	<u>-</u>	<u>50.00</u>
e. Flush Irrigation pipelines	<u>As Needed</u>	<u>-</u>	<u>-</u>
15. SITE INSPECTIONS / REPORTING (Per Requirements)	<u>52</u>	<u>2.00</u>	<u>104.00</u>

TOTAL MAINTENANCE COST PER YEAR:

\$ 4382.00

Flat daily rate to be added or deducted to annual fee when increasing or reducing days of service at this library.

One hundred dollars
(write out amount in full)

(\$ 100.00 per day)
(use figures)

**REQUIRED FORMS – EXHIBIT 11
PRICING SCHEDULE**

NOTE: COPY THIS FORM AND SUBMIT ONE FOR EACH FACILITY LISTED IN THIS RFP

FACILITY: San Gabriel Library

**COST PER
REQUEST**

II. AS-NEEDED MAINTENANCE / ADDITIONAL MAINTENANCE REQUEST

A. The following cost includes labor and equipment to perform the functions throughout the site:

1. Aerification	\$ <u>100.00</u>
2. Pruning / Trimming	\$ <u>100.00</u>
a. Trees	\$ <u>100.00</u>
b. Shrubs	\$ <u>200.00</u>
c. Replanting	\$ <u>100.00</u>
3. Cultivating	\$ <u>100.00</u>
4. Power raking – turf	\$ <u>100.00</u>
5. Repair and replace irrigation equipment	\$ <u>250.00</u>
6. Repair, replace, and relocate sprinkler heads	\$ <u>250.00</u>

B. The following cost includes labor and equipment to perform the functions throughout the site with the Contractor being compensated for the wholesale cost of materials:

1. Renovation of turf	\$ <u>100.00</u>
2. Fertilization	
a. Turf	\$ <u>100.00</u>
b. Trees / Shrubs	\$ <u>100.00</u>
3. Disease Control	
a. Turf	\$ <u>100.00</u>
b. Trees	\$ <u>100.00</u>
c. Shrubs / Ground Cover	\$ <u>50.00</u>
4. Insect Control	
a. Turf	\$ <u>100.00</u>
b. Trees	\$ <u>100.00</u>
c. Shrubs / Ground Cover	\$ <u>50.00</u>
5. Rodent Control	\$ <u>100.00</u>

C. The following cost 1,000 square feet includes labor and equipment with the wholesale cost of materials:

Feet	Initial Cost First 1,000 Square Feet	Each Additional 1,000 Square
1. Weed control, turf post emergency (for broad leaf weeds)	\$ <u>100.00</u>	\$ <u>100.00</u>
2. Reseeding bare areas, turf	\$ <u>100.00</u>	\$ <u>100.00</u>

**REQUIRED FORMS – EXHIBIT 11
PRICING SCHEDULE**

PAGE 1 OF 3

NOTE: COPY THIS FORM AND SUBMIT ONE FOR EACH FACILITY LISTED IN THIS RFP

FACILITY: South El Monte Library

	Number of staff assigned	Hours of service	
Supervisor(s):	<u>1</u>	<u>2</u>	hours per month
Working Supervisor(s):	<u>1</u>	<u>8</u>	hours per month
Grounds Maintenance Worker(s):	<u>1</u>	<u>8</u>	hours per month
Other:	<u> </u>	<u> </u>	hours per month

In accordance with these Specifications, the undersigned Proposer is herewith submitting the following Proposal for the performance of the work as described in these Specifications subject to the Proposer furnishing all materials and equipment necessary, except those specified to be furnished by the County. Task shall be performed with nothing but the highest of standards at no less than the frequencies set forth herein.

I.	MAINTENANCE FUNCTIONS	Annual Frequency	Cost Per Frequency	Annual Cost
1.	MOWING			
	a. General Turf Areas	<u>43</u>	<u>20.00</u>	<u>860.00</u>
	b. Specialized Areas	<u>43</u>	<u>—</u>	<u>—</u>
2.	MECHANICAL EDGING			
	1. Turf Areas	<u>26</u>	<u>10.00</u>	<u>260.00</u>
	2. Ground Cover	<u>12</u>	<u>10.00</u>	<u>120.00</u>
3.	CHEMICAL EDGING			
	a. Turf-detailing general turf areas with Systemic Herbicides	<u>6</u>	<u>20.00</u>	<u>120.00</u>
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped areas, Drainage Areas, Curb and Gutter Expansion	<u>12</u>	<u>5.00</u>	<u>60.00</u>
4.	LITTER CONTROL			
	a. Developed Areas	<u>52</u>	<u>3.00</u>	<u>156.00</u>
	b. Undeveloped Areas	<u>52</u>	<u>3.00</u>	<u>156.00</u>
5.	WEED REMOVAL			
	a. Walkways, Beds, Planters, Ground Cover & Landscape	<u>12</u>	<u>5.00</u>	<u>60.00</u>
	b. Bare Areas	<u>12</u>	<u>5.00</u>	<u>60.00</u>
	c. Undeveloped Areas	<u>12</u>	<u>5.00</u>	<u>60.00</u>

REQUIRED FORMS – EXHIBIT 11
PRICING SCHEDULE

	Annual Frequency	Cost Per Frequency	Annual Cost
6. RAKING			
a. Turf Under Trees	<u>12</u>	<u>20.00</u>	<u>240.00</u>
b. Planters & Shrub Beds	<u>24</u>	<u>10.00</u>	<u>240.00</u>
7. SAFETY CLEARANCE / PRUNING / TRIMMING			
a. Tree Clearance / Pruning	<u>6</u>	<u>20.00</u>	<u>120.00</u>
b. Shrub Clearance / Pruning	<u>6</u>	<u>20.00</u>	<u>120.00</u>
c. Hedge Shaping / Trimming	<u>6</u>	<u>20.00</u>	<u>120.00</u>
8. TREE TRIMMING / PRUNING			
a. Trimming	<u>24 month</u>	<u>—</u>	<u>808.00</u>
b. Pruning	<u>24 month</u>	<u>—</u>	<u>—</u>
9. HEDGE TIMMING	<u>6</u>	<u>20.00</u>	<u>120.00</u>
10. SWEEPING			
a. Hard Surfaces, Walks, Steps and Parking Spaces	<u>52</u>	<u>5.00</u>	<u>260.00</u>
11. AERIFICATION (per Specification)	<u>2</u>	<u>20.00</u>	<u>40.00</u>
12. RODENT CONTROL (per Specification)	<u>As Needed</u>	<u>—</u>	<u>—</u>
13. FERTILIZATION			
a. Turf and Plant	<u>2</u>	<u>20.00</u>	<u>40.00</u>
14. IRRIGATION / WATERING (Manual or Automatic)			
a. Valve Box Integrity – replace covers, check for safety and security	<u>52</u>	<u>2.00</u>	<u>104.00</u>
b. Inspect, Operate, Control and make adjustments	<u>52</u>	<u>2.00</u>	<u>104.00</u>
c. Manual watering of Trees, Turf and Shrubs	<u>As Needed</u>	<u>—</u>	<u>—</u>
d. Backflow Certification	<u>1</u>	<u>—</u>	<u>50.00</u>
e. Flush Irrigation pipelines	<u>As Needed</u>	<u>—</u>	<u>—</u>
15. SITE INSPECTIONS / REPORTING (Per Requirements)	<u>52</u>	<u>2.00</u>	<u>104.00</u>

TOTAL MAINTENANCE COST PER YEAR:

\$ 4382.00

Flat daily rate to be added or deducted to annual fee when increasing or reducing days of service at this library.

One hundred dollar
(write out amount in full)

(\$ 100.00 per day)
(use figures)

**REQUIRED FORMS – EXHIBIT 11
PRICING SCHEDULE**

PAGE 3 OF 3

NOTE: COPY THIS FORM AND SUBMIT ONE FOR EACH FACILITY LISTED IN THIS RFP

FACILITY: South El Monte Library

II. AS-NEEDED MAINTENANCE / ADDITIONAL MAINTENANCE REQUEST

**COST PER
REQUEST**

A. The following cost includes labor and equipment to perform the functions throughout the site:

1. Aerification	\$ <u>100.00</u>
2. Pruning / Trimming	\$ <u>200.00</u>
a. Trees	\$ <u>100.00</u>
b. Shrubs	\$ <u>50.00</u>
c. Replanting	\$ <u>150.00</u>
3. Cultivating	\$ <u>100.00</u>
4. Power raking – turf	\$ <u>200.00</u>
5. Repair and replace irrigation equipment	\$ <u>250.00</u>
6. Repair, replace, and relocate sprinkler heads	\$ <u>250.00</u>

B. The following cost includes labor and equipment to perform the functions throughout the site with the Contractor being compensated for the wholesale cost of materials:

1. Renovation of turf	\$ <u>100.00</u>
2. Fertilization	
a. Turf	\$ <u>100.00</u>
b. Trees / Shrubs	\$ <u>50.00</u>
3. Disease Control	
a. Turf	\$ <u>100.00</u>
b. Trees	\$ <u>100.00</u>
c. Shrubs / Ground Cover	\$ <u>50.00</u>
4. Insect Control	
a. Turf	\$ <u>100.00</u>
b. Trees	\$ <u>100.00</u>
c. Shrubs / Ground Cover	\$ <u>250.00</u>
5. Rodent Control	\$ <u>200.00</u>

C. The following cost 1,000 square feet includes labor and equipment with the wholesale cost of materials:

Feet	Initial Cost First 1,000 Square Feet	Each Additional 1,000 Square
1. Weed control, turf post emergency (for broad leaf weeds)	\$ <u>100.00</u>	\$ <u>100.00</u>
2. Reseeding bare areas, turf	\$ <u>100.00</u>	\$ <u>100.00</u>

EXHIBIT C

CONTRACTOR'S PROPOSED SCHEDULE

REQUIRED FORMS – EXHIBIT 11A
CONTRACTOR'S PROPOSAL SHEET

TO BE USED FOR
COUNTY OF LOS ANGELES PUBLIC LIBRARY
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES

HONORABLE BOARD OF SUPERVISORS
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

The undersigned offers to provide all labor and supplies necessary for the provision of landscape and grounds maintenance services at the County of Los Angeles Public Library's Landscape and Grounds Maintenance Area 8 as identified in the attached specifications.

Said work shall be done for the period prescribed and in the manner set forth in said specifications, and compensation therefore shall be computed under the formula provided therein based upon the hereinafter proposal price. I agree that if my proposal is accepted by the County Board of Supervisors, I will commence Public Library services on 15 days notice.

I agree to provide the specified services at County of Los Angeles Public Library in accordance with the attached specifications for the following submitted compensation which shall apply to weekdays, weekend, holiday, overtime, and extra personnel coverage.

STANDARD SERVICE PROPOSALS

ANNUAL FEE FOR EACH OF THE THREE CONTRACT YEARS (same amount for each year)

Forty three thousand Nine Hundred seventy two ^{20%} (\$ 43,972.08 per year)
(write out in full) (use figures)

ALTERNATIVE SERVICE PROPOSALS

_____ (\$ _____ per year)
(write out in full) (use figures)

Terms: _____

Make up of staff assigned to service libraries in this RFP:

FULL TIME EMPLOYEES:

Number of supervisors:	<u>1</u>	Hourly Wage: [#] <u>16.00</u>
Number of working supervisors:	<u>1</u>	Hourly Wage: <u>13.00</u>
Number of grounds maintenance workers:	<u>1</u>	Hourly Wage: <u>11.84</u>
Other: (_____)	_____	Hourly Wage: _____

SPECIALTY CREWS:

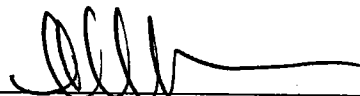
Number of plumbers:	_____	Hourly Wage: _____
Number of tree trimmers:	_____	Hourly Wage: _____
Number of irrigation specialists:	_____	Hourly Wage: _____
Other: (_____)	_____	Hourly Wage: _____

FLAT "CALL BACK" RATE: \$ 35 per hour

Respectfully submitted,

Corporation Name

SEPCO EARTHSCAPE, INC. Firm or

By: 

Los Angeles, California

Date: 8-14-08

Address: P.O. BOX 5640

City: Santa Monica, CA 90409

Phone: (310) 994-7245

List name(s) of all joint ventures, partners, subcontractors or others having any right or interest in this contract or the proceeds thereof.

EXHIBIT D

CONTRACTOR'S EEO CERTIFICATION

EXHIBIT E

COUNTY'S ADMINISTRATION

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: Rose M. Garcia
Title: Head, Facilities Services
Address: 7400 E. Imperial Hwy., Room 206
Downey, CA 90242
Telephone: (562) 940 - 8481
Facsimile: (562) 803 - 0016
E-Mail Address: rgarcia@library.lacounty.gov

COUNTY PROJECT MANAGER:

Name: _____
Title: Contract Services Coordinator
Address: 7400 E. Imperial Hwy., Room 206
Downey, CA 90242
Telephone: (562) 940 - 8485
Facsimile: (562) 803 - 0016
E-Mail Address: _____

COUNTY CONTRACT PROJECT MONITOR:

Name: _____
Title: Administrative Assistant II
Address: 7400 E. Imperial Hwy., Room 206
Downey, CA 90242
Telephone: (562) 940 - 6919
Facsimile: (562) 803 - 0016
E-Mail Address: _____

EXHIBIT F

CONTRACTOR'S ADMINISTRATION

**CONTRACTOR'S ADMINISTRATION
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES - AREA 6**

SEPCO EARTHSCAPE, INC.
CONTRACTOR'S NAME

CONTRACT NO. _____

CONTRACTOR'S PROJECT MANAGER:

Name: SEPEHR RAAFAT
Title: President
Address: 120 W. 127th St.
Los Angeles, CA 90061
Telephone: 310-994-7245
Facsimile: SEPCOEARTHSCAPE@AOL.COM
E-Mail Address: 310-399-1493

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Same as Above
Title: _____
Address: _____
Telephone: _____
Facsimile: _____
E-Mail Address: _____

Name: Jose Cardenas
Title: Supervisor
Address: 120 W. 127th Street
Los Angeles, CA 90061
Telephone: 310-345-7245
Facsimile: 310-399-1493
E-Mail Address: SEPCOEARTHSCAPE@AOL.COM

Notices to Contractor shall be sent to the following address:

Address: Same as Above
Telephone: _____
Facsimile: _____
E-Mail Address: _____

EXHIBIT G

- G1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

- G2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

- G3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(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.)

CONTRACTOR NAME SEPCO EARTHSCAPE, INC. Contract No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

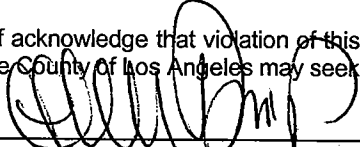
Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition,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

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

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

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

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

SIGNATURE: _____


DATE: 10/24/08

PRINTED NAME: SEPEHR RAAFAT

POSITION: President

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(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.)

Contractor Name SEPCO EARTHSCAPE, Inc. Contract No. _____

Employee Name SEPEHR RAAFAT

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I 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. I understand and agree that I do not have and 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.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

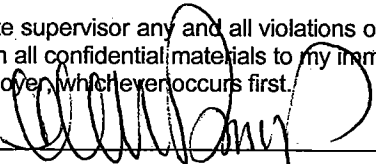
CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I 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. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I 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 or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: 

DATE: 10, 24, 08

PRINTED NAME: SEPEHR RAAFAT

POSITION: president

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(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.)

Contractor Name SEPCO EARTHSCAPE INC. Contract No. _____

Non-Employee Name _____

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 your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I 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. I understand and agree that I do not have and 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.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

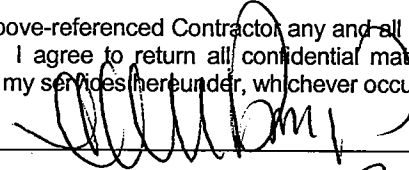
CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I 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. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I 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 or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: 

DATE: 10/24/08

PRINTED NAME: SEPEHR RAAFAT

POSITION: President

EXHIBIT H

JURY SERVICE ORDINANCE

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
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.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- 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)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

EXHIBIT H

Page 3 of 3

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)

REQUIRED FORMS - EXHIBIT 10

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name:	SEPCO EARTHSCAPE, INC.		
Company Address:	P.O. BOX 5640		
City:	State:	Zip Code:	
Santa Monica.	CA	90409	
Telephone Number:	310-994-7245		
Solicitation For	Services:		
G.M.			

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

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

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

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

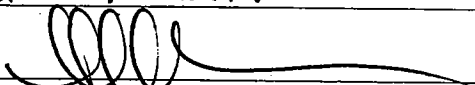
Print Name:	Signature:	Title:	Date:
SEPEHR RAAFAT		President	8-14-08

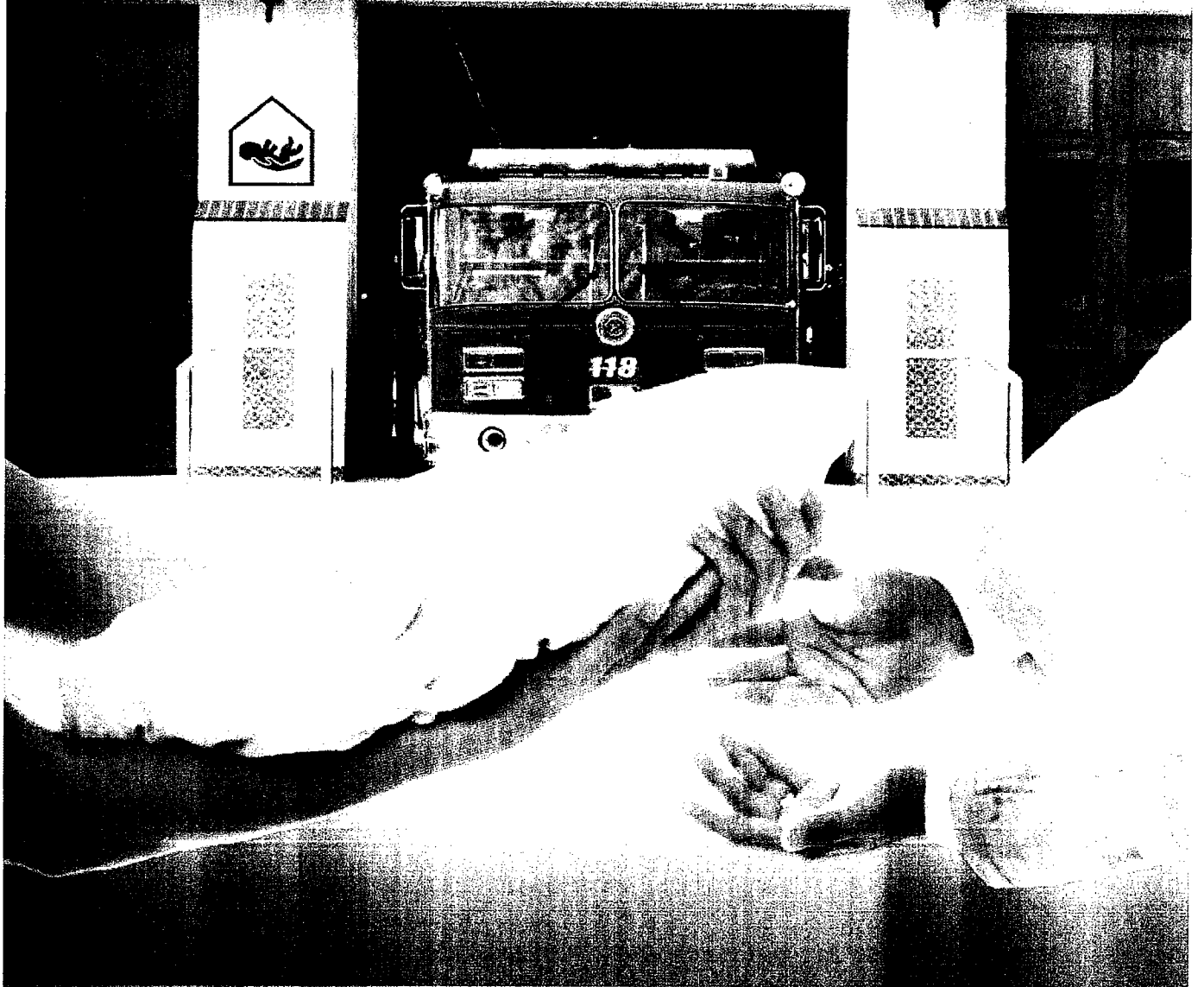
EXHIBIT I

SAFELY SURRENDERED BABY LAW

Posters and Fact Sheets are available in English and Spanish for printing purposes at the following website:

www.babysafela.org

Safely Surrendered



News Service

In Los Angeles

924
018



Safely surrendered

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?

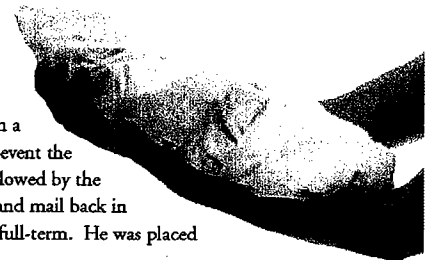
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

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



Page 1 of 4

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

Simplemente llame al 911. Sin cargos, sin papeleo.

En el Condado de Los Angeles, el 911 es el número de emergencia.



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

www.babysafela.org

Ley de Entrega de Bebés

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 Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes 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 Angeles 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?

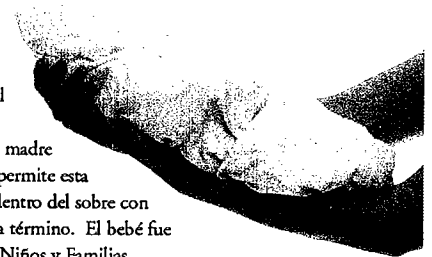
Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿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 brazaletes 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.



EXHIBITS J - L

PROP A - LIVING WAGE PROGRAM

- J LIVING WAGE ORDINANCE**
- K MONTHLY CERTIFICATION FOR APPLICABLE HEALTH
BENEFIT PAYMENTS**
- L PAYROLL STATEMENT OF COMPLIANCE**

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. (Ord. 2007-0011 § 1, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.020 Definitions.

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

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

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

C. "Employer" means:

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

a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as 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. (Ord. 2007-0011 § 2, 2007: Ord. 99-0048 § 1 (part), 1999.)

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

2.201.030 Prospective effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. (Ord. 99-0048 § 1 (part), 1999.)

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

2.201.040 Payment of living wage.

A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be \$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. (Ord. 2007-0011 § 3, 2007; Ord. 99-0048 § 1 (part), 1999.)

2.201.050 Other provisions.

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

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

C. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The chief administrative officer in conjunction

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

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.

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Chapter 2.201 LIVING WAGE PROGRAM

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. (Ord. 2007-0011 § 4, 2007; Ord. 99-0048 § 1 (part), 1999.)

2.201.090 Exceptions.

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

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

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

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

1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

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.)

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:
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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

CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

**AGREEMENT
CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE"
UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY
ACT OF 1996 (HIPAA)**

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to, or creates Protected Health Information in order to provide those Services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("the Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 ("together, the "Privacy and Security Regulations").

The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Therefore, the parties agree as follows:

1.0 DEFINITIONS

- 1.1 "Disclose" and "Disclosure" means, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.
- 1.2 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.
- 1.3 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

- 1.4 “Individual” means the person who is the subject of Protected Health Information, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.5 “Protected Health Information” has the same meaning as the term “protected health information” in 45 C.F.R. § 164.503, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information, whether oral or recorded in any form or medium, that (i) relates to the past, present, or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. “Protected Health Information” includes Electronic Health Information.
- 1.6 “Required By Law” means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.
- 1.7 “Security Incident” means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.
- 1.8 “Services” has the same meaning as in the body of this Agreement.
- 1.9 “Use” or “Uses” mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate’s internal operations.
- 1.10 Terms used, but not otherwise defined, in this Paragraph shall have the same meaning as those terms in the HIPAA Regulations.

2.0 OBLIGATIONS OF BUSINESS ASSOCIATE

- 2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

- (a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sub-sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Agreement;
- (b) shall Disclose Protected Health Information to Covered Entity upon request;
- (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
 - (i) Use Protected Health Information; and
 - (ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

2.2 Adequate Safeguards for Protected Health Information. Business Associate:

- (a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.
- (b) effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information.

2.3 Reporting Non-Permitted Use or Disclosure and Security Incidents. Business Associate shall report to Covered Entity each Non-Permitted Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors, but is not specifically permitted by this Agreement, and effective as of April 20, 2005, shall report to Covered Entity each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to the Covered Entity's HIPAA Privacy Officer within forty-eight (48) hours from the time the Business Associate becomes aware of the Non-Permitted Use or Disclosure or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief Privacy Officer at:

Chief HIPAA Privacy Officer, County of Los Angeles
Kenneth Hahn Hall of Administration
500 West Temple St.
Suite 410
Los Angeles, CA 90012
(213) 974-2164

- 2.4 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph.
- 2.5 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.
- 2.6 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.
- 2.7 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.
- 2.8 Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform its Services if such Disclosures are for either payment or health care operations purposes, or both. Additionally, such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures that were made prior to the compliance date of the Privacy Rule, April 14, 2003) and shall be provided for as long as Business Associate maintains the Protected Health Information.

Any accounting provided by Business Associate under this Section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Sub-section 2.8, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Sub-section 2.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

3.0 OBLIGATION OF COVERED ENTITY

- 3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

4.0 TERM AND TERMINATION

- 4.1 Term. The term of this Paragraph shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.
- 4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
- (a) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or
 - (b) Immediately terminate this Agreement if Business Associate has breached a material term of this Paragraph and cure is not possible; or
 - (c) If neither termination or cure are feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.
- 4.3 Disposition of Protected Health Information Upon Termination or Expiration
- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or

created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

- (b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make it infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

5.0 MISCELLANEOUS

- 5.1 No Third Party Beneficiaries. Nothing in this Paragraph shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Agreement.
- 5.3 Relationship to Agreement Provisions. In the event that a provision of this Paragraph is contrary to any other provision of this Agreement, the provision of this Paragraph shall control. Otherwise, this Paragraph shall be construed under, and in accordance, with the terms of the Agreement.
- 5.4 Regulatory References. A reference in this Paragraph to a section in the Privacy or Security Regulations means the section as in effect or as amended.
- 5.5 Interpretation. Any ambiguity in this Paragraph shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.
- 5.6 Amendment. The parties agree to take such action as is necessary to amend this Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.

EXHIBIT N

CALIFORNIA LABOR CODE SECTIONS 1060 - 1065

**CALIFORNIA
LABOR CODE
SECTION 1060-1065**

1060. The following definitions shall apply throughout this chapter:

(a) "Awarding authority" means any person that awards or otherwise enters into contracts for janitorial or building maintenance services performed within the State of California, including any subcontracts for janitorial or building maintenance services.

(b) "Contractor" means any person that employs 25 or more individuals and that enters into a service contract with the awarding authority.

(c) "Employee" means any person employed as a service employee of a contractor or subcontractor who works at least 15 hours per week and whose primary place of employment is in the State of California under a contract to provide janitorial or building maintenance services. "Employee" does not include a person who is a managerial, supervisory, or confidential employee, including those employees who would be so defined under the federal Fair Labor Standards Act.

(d) "Person" means any individual, proprietorship, partnership, joint venture, corporation, limited liability company, trust, association, or other entity that may employ individuals or enter into contracts.

(e) "Service contract" means any contract that has the principal purpose of providing services through the use of service employees.

(f) "Subcontractor" means any person who is not an employee who enters into a contract with a contractor to assist the contractor in performing a service contract.

(g) "Successor service contract" means a service contract for the performance of essentially the same services as were previously performed pursuant to a different service contract at the same facility that terminated within the previous 30 days. A service contract entered into more than 30 days after the termination of a predecessor service contract shall be considered a "successor service contract" if its execution was delayed for the purpose of avoiding application of this chapter.

1061. (a) (1) If an awarding authority notifies a contractor that the service contract between the awarding authority and the contractor has been terminated or will be terminated, the awarding authority shall indicate in that notification whether a successor service contract has been or will be awarded in its place and, if so, shall identify the name and address of the successor contractor. The terminated contractor shall, within three working days after receiving that notification, provide to the successor contractor identified by the awarding authority, the name, date of hire, and job classification of each employee employed at the site or sites covered by the terminated service contract at the time of the contract termination.

(2) If the terminated contractor has not learned the identity of the successor contractor, if any, the terminated contractor shall provide that information to the awarding authority, which shall be responsible for providing that information to the successor contractor as soon as that contractor has been selected.

(3) The requirements of this section shall be equally applicable to all subcontractors of a terminated contractor.

(b) (1) A successor contractor or successor subcontractor shall retain, for a 60-day transition employment period, employees who have been employed by the terminated contractor or its subcontractors, if any, for the preceding four months or longer at the site or sites covered by the successor service contract unless the successor contractor or successor subcontractor has reasonable and substantiated cause not to hire a particular employee based on that employee's performance or conduct while working under the terminated contract. This requirement shall be stated by awarding authorities in all initial bid packages that are governed by this chapter.

(2) The successor contractor or successor subcontractor shall make a written offer of employment to each employee, as required by this section, in the employee's primary language or another language in which the employee is literate. That offer shall state the time within which the employee must accept that offer, but in no case may that time be less than 10 days. Nothing in this section requires the successor contractor or successor subcontractor to pay the same wages or offer the same benefits as were provided by the prior contractor or prior subcontractor.

(3) If at any time the successor contractor or successor subcontractor determines that fewer employees are needed to perform services under the successor service contract or successor subcontract than were required by the terminated contractor under the terminated contract or terminated subcontract, the successor contractor or successor subcontractor shall retain employees by seniority within the job classification.

(c) The successor contractor or successor subcontractor, upon commencing service under the successor service contract, shall provide a list of its employees and a list of employees of its subcontractors providing services at the site or sites covered under that contract to the awarding authority. These lists shall indicate which of these employees were employed at the site or sites by the terminated contractor or terminated subcontractor. The successor contractor or successor subcontractor shall also provide a list of any of the terminated contractor's employees who were not retained either by the successor contractor or successor subcontractor, stating the reason these employees were not retained.

(d) During the 60-day transition employment period, the successor contractor or successor subcontractor shall maintain a preferential hiring list of eligible covered employees not retained by the successor contractor or successor subcontractor from which the successor contractor or successor subcontractor shall hire additional employees until such time as all of the terminated contractor's or terminated subcontractor's employees have been offered employment with the successor contractor or successor subcontractor.

(e) During the initial 60-day transition employment period, the successor contractor or successor subcontractor shall not discharge without cause an employee retained pursuant to this chapter. Cause shall be based only on the performance or conduct of the particular employee.

(f) At the end of the 60-day transition employment period, a successor contractor or successor subcontractor shall provide a written performance evaluation to each employee retained pursuant to this chapter. If the employee's performance during that 60-day period is satisfactory, the successor contractor or successor subcontractor shall offer the employee continued employment. Any employment after the 60-day transition employment period shall be at-will employment under which the employee may be terminated without cause.

1062. (a) An employee, who was not offered employment or who has been discharged in violation of this chapter by a successor contractor or successor subcontractor, or an agent of the employee may bring an action against a successor contractor or successor subcontractor in any superior court of the State of California having jurisdiction over the successor contractor or successor subcontractor. Upon finding a violation of this chapter, the court shall award backpay, including the value of benefits, for each day during which the violation has occurred and continues to occur. The amount of backpay shall be calculated as the greater of either of the following:

(1) The average regular rate of pay received by the employee during the last three years of the employee's employment in the same occupation classification multiplied by the average hours worked during the last three years of the employee's employment.

(2) The final regular rate of pay received by the employee at the time of termination of the predecessor contract multiplied by the number of hours usually worked by the employee.

(b) The court may order a preliminary or permanent injunction to stop the continued violation of this chapter.

(c) If the employee is the prevailing party in the legal action, the court shall award the employee reasonable attorney's fees and costs as part of the costs recoverable.

(d) In the absence of a claim by an employee that he or she was terminated in violation of this chapter, an employee may not maintain a cause of action under this chapter solely for the failure of an employer to provide a written performance evaluation.

1063. (a) This chapter only applies to contracts entered into on or after January 1, 2002.

(b) Except for the obligations specified in subdivisions (a) and (b) of Section 1061, nothing in this chapter changes or increases the relationship or duties of a property owner or an awarding authority, or their agents, with respect to contractors, subcontractors, or their employees.

(c) Nothing in this chapter limits the right of a property owner or an awarding authority to terminate a service contract or to replace a contractor with another contractor or with the property owner's or awarding authority's own employees.

1064. Nothing in this chapter shall prohibit a local government agency from enacting ordinances relating to displaced janitors that impose greater standards than, or establish additional enforcement provisions to, those prescribed by this chapter.

1065. If any provision or provisions of this chapter or any application thereof is held invalid, that invalidity shall not affect any other provisions or applications of this chapter that can be given effect notwithstanding that invalidity.