COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION
"Parks Make Life Better!"

John Wicker, Director

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

28 June 28, 2016

LORI GLASGOW
EXECUTIVE OFFICER

June 21, 2016

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

Dear Supervisors:

APPROVAL OF A PARK MAINTENANCE SERVICES CONTRACT WITH CONEJO CREST LANDSCAPE, INC. FOR THE ALTADENA AREA PARKS (SUPERVISORIAL DISTRICT 5) (3 VOTES)

SUBJECT

Approval of the recommended actions will allow the Department of Parks and Recreation to award a Park Maintenance Services Contract to Conejo Crest Landscape, Inc. for the Altadena Area Parks.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the approval of the Park Maintenance Services Contract with Conejo Crest Landscape, Inc. is categorically exempt from the California Environmental Quality Act for the reasons stated herein and the reasons reflected in the record of the Contract.

2. Find that the recommended Park Maintenance Services Contract can be more economically performed by an independent contractor than by County of Los Angeles employees for the Altadena Area Parks.

3. Approve and instruct the Chair to sign a Park Maintenance Services Contract with Conejo Crest Landscape, Inc. for the Altadena Area Parks, for an annual base Contract cost of $245,723, for a term of five years with three one-year renewal options, for a maximum potential term of eight years, and an anticipated total maximum Contract cost of $1,965,784, effective August 1, 2016. This amount does not include the Cost of Living Adjustments, if any, to be exercised by the Director of the Department of Parks and Recreation.

4. Authorize the Director of the Department of Parks and Recreation to exercise three contract

renewal options, annually, if in the opinion of the Director, the Contractor has successfully performed the previous contract period and the services are still required and remain cost effective. Such renewal may include a Cost of Living Adjustment, per option year, subject to approval by the Chief Executive Office.

5. Authorize the Director of the Department of Parks and Recreation to increase the Altadena Area Parks, Park Maintenance Services Contract cost by ten percent, as needed, during each contract year, totaling up to $24,572, as a contingency amount, for unforeseen services/emergencies and/or additional work within the scope of the contract, which could increase the total annual contract amount to a maximum of $270,295.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended Park Maintenance Services Contract (Contract) with Conejo Crest Landscape, Inc. (Contractor) is for park maintenance services for the Altadena Area Parks, which expires on July 31, 2016. The private sector has been providing park maintenance services for the Altadena Area Parks since November 1987. This is part of the continuing effort on behalf of the Department of Parks and Recreation (Department) to provide the best possible service to the public in a cost-effective manner.

The Department's cost analysis shows that services can be performed more economically by an independent Contractor (Attachments I, II, III). The proposed contracted services will enable the Department to continue to provide park maintenance services at the present service level, which will ensure park patrons enjoyment of the Altadena Area Parks, upon expiration of the current term extension, resulting in continued savings to the County of Los Angeles (County).

Implementation of Strategic Plan Goals

The recommended Contract will further the County's Strategic Plan Goals of Operational Effectiveness/Fiscal Sustainability (Goal 1), by maximizing the effectiveness of park maintenance services, structure and operations to support timely delivery of customer-oriented and efficient public services. In addition, it will provide Community Support and Responsiveness (Goal 2), by strengthening and enhancing the County's capacity to sustain essential County services through proactive and prudent fiscal policies and stewardship.

FISCAL IMPACT/FINANCING

In accordance with County policy, the Contract contains a Cost of Living Adjustment (COLA) provision, based on an annual rate, as determined by the Chief Executive Office (CEO), whereby the Director of Parks and Recreation (Director), at his sole discretion, may increase the Contractor's compensation during the option years. The COLA rate is capped at the lesser of the most recently published percentage change in the Bureau of Labor Statistics, Los Angeles-Riverside-Orange County, Consumer Price Index for Urban Consumers for the 12-month period preceding the Contract anniversary date; or the general salary movement percentage for County employees for the 12-month period preceding the prior July 1st.

The decision to include the COLA is based on the Department's experience, that the Contractor may incur an increase in costs, such as insurance premiums, fuel, etc., during the option years, which could impact its performance. As a result, this provision allows the Director to review cost information, during the option years, to determine if the COLA is justified, subject to approval by the

CEO. The Department will comply with the newly adopted Board policy to exclude the cost of labor from the base upon which a COLA is calculated, unless the Contractor can show that its labor cost will actually increase.

The Proposition A cost analysis indicates that the recommended Contract for park maintenance services can be performed more economically by the private sector (Attachments I, II, III). The total County cost to provide park maintenance services at the Altadena Area Park, by County staff would be $538,747, annually. The recommended Contractor's direct cost to perform similar services is $245,723, annually. This reflects an annual savings of $293,024.

The following are the recommended potential maximum Contract costs for:
• Initial term of five years: $1,228,615.
• Initial term of five years, plus the three option years: $1,965,784.
• Initial term, plus the three option years, plus the annual 10 percent contingency: $2,162,362.

The Department will not request that the Contractor perform services that will exceed the approved maximum Contract amount, which may include the ten percent contingency fee or COLA increase, without the prior approval of the Board.

Operating Budget Impact

The recommended Contract will increase the current annual base Contract cost by $55,678, from $190,045 to $245,723. Sufficient funding is included in the Department's Operating Budget for this increase.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Proposition A cost analysis indicates that the recommended park maintenance services can be performed more economically by the private sector (Attachments I, II and III).

The Contractor has agreed to comply with the County's Living Wage Program and Proposition A requirements. The Contract complies with all of the requirements of the Los Angeles County Code, Section 2.201 and Chapter 2.121.

In compliance with the provisions of Los Angeles County Code Sections 2.121.250, through 2.121.420, the Department solicited proposals from private contractors for park maintenance services for the Altadena Area Parks.

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

The Proposition A cost analysis was performed internally, using the guidelines and methodologies consistent with the Auditor-Controller procedures.

The award of this Contract will not result in unauthorized disclosure of confidential information and will be in full compliance with Federal, State, and County regulations. This Contract contains terms and conditions supporting the Board's ordinances, policies, and programs, including but not limited to: County's Greater Avenues for Independence (GAIN) and General Relief Opportunities for Work (GROW) Programs, Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby

Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code Chapter 2.202; Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; Defaulted Property Tax Reduction Program Ordinance, Los Angeles County Code, Chapter 2.206; and the standard Board-directed clauses that provide for Contract termination or renegotiation.

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

The County maintains databases that track and monitor Contractor's performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a Contract term extension option. No negative information was found for this Contractor.

The Contractor has executed the attached Contract and will provide the required insurance policies prior to the start of this Contract naming the County and the Department as additional insured.

County Counsel has approved the Contract as to form.

ENVIRONMENTAL DOCUMENTATION

The proposed approval of the Park Maintenance Services Contract with Conejo Crest Landscape, Inc. is categorically exempt from the California Environmental Quality Act (CEQA). The Contract, which consists of park maintenance services for the Altadena Area Parks, is within certain classes of projects that have been determined not to have a significant effect on the environment in that it meets the criteria set forth in Section 15301 (h) of the State CEQA Guidelines and Class 1(j) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G, because the proposed Contract provides for the maintenance of and minor alterations to existing landscaping.

CONTRACTING PROCESS

On January 14, 2016, the Department posted the solicitation for park maintenance services with a notice for Request for Proposals (RFP) on the County's "Doing Business with Us" website and included a link to download the solicitation package and bilingual instructions on how to contact the Department regarding this RFP. Attachment IV is a listing of Contractors who are registered for park maintenance services on the County's website and whom received notification of this project. Prospective Contractors were additionally solicited by placing a legal ad in the Pasadena Star-News, a newspaper of general circulation on January 26, 2016.

On February 3, 2016, seven companies attended the Mandatory Proposers' Conference held at the Loma Alta Park and it was immediately followed by the mandatory site visits at Loma Alta Park, Charles S. Farnsworth Park, Charles White Park, and Monument Park. On February 22, 2016, the Department received five proposals. The proposals were reviewed to ensure compliance with mandatory minimum requirements outlined in the RFP. Four of the five proposals met the mandatory requirements and were evaluated by an Evaluation Committee.

The Evaluation Committee consisted of three Department employees. The Evaluation Committee

reviewed each proposal for business experience, qualifications, staffing plan requirements, compliance with the Living Wage Program requirements, quality control plan and the ability to accomplish the required park maintenance services.

Based on the evaluation of the proposals, it is recommended that this Contract be awarded to the incumbent, Conejo Crest Landscape, Inc., the highest-rated, most responsive, and responsible proposal as recommended above.

Attachment V reflects the Contractor's minority participation. It should be noted that upon final analysis and award, the Contractor was selected without regard to gender, race, creed, or color.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

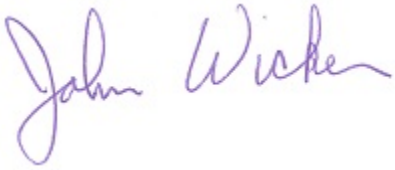
The award of this Contract will not infringe on the role of the County in its relationship to its residents, and the County's ability to respond to emergencies will not be impaired. In addition, the County has determined that it has alternative resources available in the event of a default. This Contract will not result in the displacement of any County personnel, as these services are currently being performed by the private sector. Therefore, there will be no negative impact to existing staff or service levels.

CONCLUSION

It is requested that two adopted copies of the action taken by the Board and two fully executed copies of the attached Agreement be forwarded to the Department of Parks and Recreation.

Should you have any questions please contact Humberto Chairez at (626) 821-4654 or hchairez@parks.lacounty.gov, Kandy Hays at (626) 821-4600 or khays@parks.lacounty.gov, Kasey Dizon at (213) 738-2986 or kdizon@parks.lacounty.gov, or Kaye Michelson at (213) 738-2955 or kmichelson@parks.lacounty.gov.

Respectfully submitted,



JOHN WICKER

Director

JW:RM:KEHSS:HC
:rc

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

County's Estimated Avoidable Costs Compared to Conejo Crest Landscape, Inc.'s for ALTADENA AREA PARKS PARK MAINTENANCE SERVICES

COUNTY COST

DIRECT

Salaries

Position	Salaries & Employee Benefits[1]	No. of Positions [2]	No. of Months	Total
Grounds Maintenance Supervisor	6,958.60	0.00	12	$ -
Senior Grounds Maintenance Worker	6,212.60	0.59	12	$ 43,985.18
Ground Maintenance Worker II	5,634.25	1.65	12	$ 111,558.19
Grounds Maintenance Worker I	5,037.62	3.54	12	$ 213,997.96
Irrigation & Lawn Sprinkler Fitter	7,462.53	0.59	12	$ 52,834.68
Agriculture Chemical Sprayer	7,511.24	0.07	12	$ 6,309.44
Custodian	4,198.08	0.00	12	$ -
Light Tractor Operator	6,091.85	0.39	12	$ 28,509.86
		6.83		**$ 457,195.31**

1. 5th Step Variance @ 94.6214%
2. Positions reflect annual Hours @ 1761

Vehicle Usage/Fixed Assets [3]	No. of Units	No. of Miles/Hrs	Cost Per Mile/Hour	Total
Vehicle/Equipment Usage				
1 Ton Dual Crew Cab Truck (46 miles/week)	0.33	1,978.00	0.6891	$ 449.80
3/4 ton crew cab (320 miles/week)	2.00	16,640.00	0.6433	$ 21,409.02
1/2 ton truck (320 miles/week)	1.00	9,360.00	0.5029	$ 4,707.14
Landscape trailer				$ -
				$ 26,565.97
Fixed Assets (Annualized 8 years)				
1 Ton Dual Crew Cab Pick-up Truck	0.33			$ 2,093.64
3/4 ton crew cab	2.00			$ 12,427.50
1/2 ton truck	1.00			$ 3,128.13
Landscape Equipment Trailer	0.33			$ 247.50
Toro 5900 Diesel Mower	0.33			$ 3,631.86
Toro 3280D (72") Diesel Mower	0.33			$ 920.87
				$ 22,449.49
Services & Supplies				
Equipment Supplies				$ 480.50
Grounds Maintenance				$ 26,690.15
Mowing Supplies				$ 5,365.50
				$ 32,536.15
Total Services and Supplies/Equipment				**$ 81,551.61**
Indirect Costs				
Avoidable Overhead Contract Admin.				$ -
Avoidable Overhead Agency Admin.				$ -
				$ -

TOTAL ESTIMATED COUNTY AVOIDABLE COSTS [4] **$ 538,746.92**

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

CONTRACTING COSTS

CONTRACTOR'S DIRECT COST

Employee Salaries and Benefits		$ 169,044.48
Services & Supplies and Equipment		$ 8,520.00
Overhead		$ 41,808.00
Profit		$ 26,350.52
TOTAL CONTRACTOR'S COST [5]		$ 245,723.00
COUNTY INDIRECT COST [6]		
Unavoidable Overhead Contract Admin.	$8,825 x 1=	$ -
Unavoidable Overhead Agency Admin.	$41,506 x 1=	$ -
TOTAL COUNTY INDIRECT COST		$ -

TOTAL CONTRACTING COST (direct cost +indirect cost) **$245,723.00**

ESTIMATED SAVINGS FROM CONTRACTING (TOTAL ESTIMATED COUNTY AVOIDABLE COSTS LESS TOTAL **$ 293,023.92**

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

Conejo Crest Landscape, Inc.'s Proposed Costs by Category
for Park Maintenance of the Altadena Area Parks

Employee Salaries and Benefits

Position	Full-Time Equivalent	Annual Hours	Hourly Rate	TOTAL
Foreman	1.04	2,076	$16.00	$33,216.00
Leadman	1.04	2,076	$15.87	$32,946.12
Mow Operator	1.04	2,076	$15.87	$32,946.12
Gardener #1	1.04	2,076	$15.87	$32,946.12
Gardener #2	1.04	2,076	$15.87	$32,946.12
Total	5.20	10,380		$165,000.48
Employee Benefits				$4,044.00
Total Employee Salaries and Benefits				**$169,044.48**

Services, Supplies, and Equipment

Equipment: Trucks, Boat, Mowers, Miscellaneous Hand tools, Ladders, Hoses	$2,100.00	
Supplies: Fuel, Trash bags, Cleaning Supplies, Round-up, Fertilizer	$1,920.00	
Services: (Trash pick up, Waste management, Pruning)	$4,500.00	
Total Services, Supplies and Equipment		**$8,520.00**

Overhead

Insurance, (General Liability, Worker's Comp, Auto, Umbrella)	$2,880.00	
Employee Taxes (Social Security, Medicare, State Disability)	$34,644.00	
Total Insurance/Employee Taxes	$37,524.00	
Administrative: (Accounting, Bookkeeping, Management, Office Equipment, Utilities, Telephone)	$4,284.00	
Total Overhead		**$41,808.00**

Profit

	$26,350.52	
Total Profit		**$26,350.52**
TOTAL CONTRACTOR'S COSTS		**$245,723.00**

Schedule of Difference Between County and Conejo Crest Landscape, Inc. Costs by Category for Park Maintenance Services of the Altadena Area Parks

Costs by Category	County	Contractor	Difference	Remarks
Staffing				{A}
Senior Grounds Maint. Worker	0.59		0.59	
Grounds Maint. Worker II	1.65		1.65	
Grounds Maint. Worker I	3.54		3.54	
Irrigation & Lawn Sprinkler Fitter	0.59		0.59	
Agriculture Chemical Sprayer	0.07		0.07	
Light Tractor Operator	0.39		0.39	
			0.00	
Foreman		1.04	(1.04)	
Leadman		1.04	(1.04)	
Mow Operator		1.04	(1.04)	
Gardener		2.08	(2.08)	
TOTAL	**6.83**	**5.20**	**1.63**	
Salary Costs (County Salaries include 5th Step Variance of 94.6214%)	$457,195.31	$165,000.48	$292,194.83	{B}
Employee Benefits Included with Salary Costs	$0.00	$4,044.00	($4,044.00)	{C}
Equipment, Services & Supplies	$81,551.61	$8,520.00	$73,031.61	{D}
Taxes & Insurance	$0.00	$37,524.00	($37,524.00)	
Indirect Costs	$0.00	$4,284.00	($4,284.00)	{E}
TOTAL Costs (Less Profit)	$538,746.92	$219,372.48	$319,374.44	
Contractor Profit	$0.00	$26,350.52	($26,350.52)	
TOTAL Costs	$538,746.92	$245,723.00	$293,023.92	
Unavoidable Contracting Costs	$0.00	$0.00	$0.00	
TOTAL County vs. Contracting Costs	**$538,746.92**	**$245,723.00**	**$293,023.92**	

{A} The contractor has indicated that they can perform the services with less full-time equivalent staff since they are performing similar services in the area. The number of County positions is based on the total number of hours divided by the annual County productive hours of 1,761.

{B} The County's and contractor's salary costs are based on full-time staff as well as a percentage of staff's time. In addition, the contractor's employees are paid more than $5 less per hour than the County items. The contractor's salary costs are approximately 68.79% of the contract costs.

{C} Contractor will not be providing health benefits to those hourly employees providing services under this contract. Therefore, as required by the Living Wage Ordinance, contractor will pay its hourly employees at least $13.25 per hour per employee. Contractor provides health car benefits to supervisors.

{D} As indicated on Attachment II, the Contractor's total costs for services, supplies, and equipment are approximately 3.47% of the contract costs.

{E} Contractor's indirect costs (overhead) are approximately 17.01% of the contract costs and are associated with the cost of insurance premiums, employee taxes, management, telephone, utilities, office equipment and bookkeeping. For this contract, County's indirect costs are unavoidable and are associated with contract administration and monitoring.

LIST OF VENDORS

Sub-Class #	Description
988-36	GROUNDS MAINTENANCE: MOWING, EDGING, PLANT (NOT TREE) TRIMMING, ETC.

Vendor ID	Company Name	Phone
16508901	A1 SERVICE SOLUTIONS INC CUSTOM AGRONOMIC SOLUTIONS, 2787 DEL MONTE ST., WEST SACRAMENTO, CA, 95691	(916) 277-8090
13576201	ABRAHAM CASTELLON 732 NORTH ELSPETH WAY, COVINA, CA, 91722-3244	(626) 488-8077
52640201	AC HORTICULTURE MANAGEMENT P.O. BOX 33311, GRANADA HILLS, CA, 91394	(818) 895-5559
11464601	ACCENT LANDSCAPE, INC. 15808 S BROADWAY, GARDENA, CA, 90248	(310) 324-1706
15503901	ACCESS PACIFIC, INC. 28 N. MARENGO AVENUE, PASADENA, CA, 91101	(626) 792-0616
13353401	ALD LANDSCAPE & MAINTENANCE 1350 W. 228TH ST. #6, TORRANCE, CA, 90501	(310) 834-5768
14518501	ALPHA SCAPES, INC. ALPHA LANDSCAPE, 42529 8TH STREET EAST, LANCASTER, CA, 93535-5237	(661) 940-1670
14634701	AMERICAN CAPITAL ACQUISITIONS 15937 FREMONT AVE, ADELANTO, CA, 92301	(310) 622-4447
15545101	AMERICAN FAMILY HOUSING PINE HILL LANDSCAPING 7162 KERMORE LANE, STANTON, CA, 90680	(714) 229-0585
50873801	AMERICAN GOLF CORPORATION DIAMOND BAR GOLF COURSE, 22751 GOLDEN SPRINGS DR., DIAMOND BAR, CA, 91765-2218	(909) 861-5757
50873802	AMERICAN GOLF CORPORATION 2951 28TH STREET, SANTA MONICA, CA, 90405	(310) 503-9026
50873803	AMERICAN GOLF CORPORATION 27943 VIA DEL AGUA, LAGUNA NIGUEL, CA, 92677-7354	(916) 715-1494
50873804	AMERICAN GOLF CORPORATION CHESTER WASHINGTON GOLF COURSE, 1930 W 120TH STREET, LOS ANGELES, CA, 90047	(916) 715-1494
50873805	AMERICAN GOLF CORPORATION MAGGIE HATHAWAY GOLF COURSE, 9637 S. WESTERN AVENUE, LOS ANGELES, CA, 90047	N/A
50873806	AMERICAN GOLF CORPORATION KNOLLWOOD COUNTRY CLUB, 12040 BALBOA BLVD., GRANADA HILLS, CA, 91344	(818) 360-2101
50873807	AMERICAN GOLF CORPORATION LA MIRADA GOLF COURSE, 15501 E. ALICANTE ROAD, LA MIRADA, CA, 90638	N/A
50873808	AMERICAN GOLF CORPORATION LAKEWOOD COUNTRY CLUB, 3101 CARSON STREET, LAKEWOOD, CA, 90712	(562) 421-0550
50873809	AMERICAN GOLF CORPORATION LOS VERDES GOLF COURSE, 7000 W. LOS VERDES DRIVE, RANCHO PALOS VERDES, CA, 90275	N/A
50873810	AMERICAN GOLF CORPORATION MOUNTAIN MEADOWS GOLF COURSE, 1875 FAIRPLEX DRIVE, POMONA, CA, 91768	N/A
50873811	AMERICAN GOLF CORPORATION BROOKSIDE GOLF CLUB, 1133 N ROSEMONT AVE, PASADENA, CA, 91103	(626) 577-4497 Ext:226
15358901	AMERICAN HERITAGE LANDSCAPE LP 7013 OWENSMOUTH AVENUE, CANOGA PARK, CA, 91303	(818) 999-2041 Ext:252
15358902	AMERICAN HERITAGE LANDSCAPE LP AMERICAN HERITAGE GROWERS, 7013 OWENSMOUTH AVE, CANOGA PARK, CA, 91303	(818) 999-2041 Ext:254

Vendor ID	Company Name	Phone
15017201	AMERICAN LANDSCAPE, INC. 7949 DEERING AVENUE, , CANOGA PARK, CA, 91304	(818) 999-2041
15017202	AMERICAN LANDSCAPE, INC. 7013 OWENSMOUTH AVE, CANOGA PARK, CA, 91303	(818) 999-2041
16001601	AZTEC LANDSCAPING, INC. 7980 LEMON GROVE WAY, LEMON GROVE, CA, 91945	(619) 464-3303 Ext:110
04916501	AZTECA LANDSCAPE 1027 E. ACACIA STREET, ONTARIO, CA, 91761	(909) 673-0889 Ext:101
15542901	BAG SNAGGERS, INC. 101 74TH STREET, SUITE 4, NORTH BERGEN, NJ, 07047-5894	(201) 854-7483
10502201	BECHTEL PROPERTY SERVICES,INC. 20724 PALOMAR ST., WILDOMAR, CA, 92595-9274	(951) 245-2778
05416401	BENNETT ENTERPRISES INC BENNETT LANDSCAPE, 25889 BELLE PORTE AVENUE, HARBOR CITY, CA, 90710	(310) 534-3543 Ext:107
05416402	BENNETT ENTERPRISES INC 25889 BELLE PORTE AVE., HARBOR CITY, CA, 90710-3393	(310) 534-3543
14697301	BIG STAR MAINTENANCE 301 S. NEW AVE., MONTEREY PARK, CA, 91755	(626) 573-8487
14905301	BLACKSTONE CONSULTING, INC. 11726 SAN VICENTE BLVD., SUITE 550, LOS ANGELES, CA, 90049	(310) 826-4389
16477201	BLSD INC BEST LANDSCAPING, 2101 W MONTEREY AVE, BURBANK, CA, 91506	(619) 335-7500
15595801	BMC LANDSCAPE MANAGEMENT INC 13438 HALLDALE AVE, GARDENA, CA, 90249	(323) 770-2440
15145901	BRANDON'S LANDSCAPES INC 24 W MIRA MONTE AVE UNIT C, SIERRA MADRE, CA, 91024	(626) 836-7703
13276101	BRIGADIER CORP. 915 W. FOOTHILL BL. #C-403, CLAREMONT, CA, 91711	(951) 805-3005
51433701	CACHO LANDSCAPE 711 TRUMAN ST, SAN FERNANDO, CA, 91340	(818) 365-0773
50918101	CAL ARBORIST COMPLETE TREE CA RE INC 14068 LAMBERT RD, WHITTIER, CA, 90605	(562) 698-3280
51988101	CALIFORNIA CONSERVATION CORPS 11401 BLOOMFIELD AVE., BOX 9, NORWALK, CA, 90650-2015	(213) 744-2254
51988103	CALIFORNIA CONSERVATION CORPS 1719 24TH ST., SACRAMENTO, CA, 95816-7114	(916) 341-3122
05314001	CAM SERVICES 5664 SELMARAINE DR., CULVER CITY, CA, 90230-6120	(310) 390-3552 Ext:31
15026601	CAMPESINOLANDSCAPEINC. 13023 THICKET PL, CORONA, CA, 92883	(951) 674-6600
16039501	CASA VERDE LANDSCAPE MAINTENANCE CORPORATION 7090 ARCHIBALD AVE., ALTA LOMA, CA, 91701	(909) 483-2494
16124701	CASTANEDA'S TREE TRIMMING 8955 GREENWOD AVE, SAN GABRIEL, CA, 91775	(626) 831-1258
15717401	CBJ BUILDING MAINTENANCE P.O. BOX 1778, DANVILLE, CA, 94526	(510) 755-4279
15277901	CHARLES T ANDREWS CTAI PACIFIC GREENSCAPE, 23520 KETTLE RD, MURRIETA, CA, 92562-4707	(951) 453-3519
14843001	CONEJO CREST LANDSCAPE 16435 HART ST., VAN NUYS, CA, 91406	(818) 988-9696
16532201	CONTRACTORS ALLIANCE, INC. 5942 EDINGER AVE, STE 113-239, HUNTINGTON BEACH, CA, 92649	(567) 215-0901
11166301	CREATIVE CONCEPTS LANDSCAPE 4118 LA CRESCENTA AVE., LA CRESCENTA, CA, 91214-3809	(818) 248-7436

Vendor ID	Company Name	Phone
50649201	CUT N EDGE INC. PO BOX 4457, VALLEY VILLAGE, CA, 91617-0457	(818) 769-8948
14196001	DAN WISHARD 14971 FOOTHILL BLVD., SYLMAR, CA, 91342	(818) 833-1231
16086301	DANA HASSON 13124 MAGNOLIA AVE, CHINO, CA, 91710	(714) 240-8175
14020801	DANIEL B BROWN 5116 W. AVE. L-8, LANCASTER, CA, 93534	(661) 943-4654
10296101	DANIEL DELGADILLO PO BOX 787, POMONA, CA, 91769-0787	(909) 464-8024
14822501	DIVERSIFIED LANDSCAPE 33801 WASHINGTON STREET, WINCHESTER, CA, 92596	(951) 926-7444
05109901	DIVERSIFIED MAINTENANCE 417 E. HUNTINGTON DRIVE, MONROVIA, CA, 91016	(626) 305-8500
14195401	DOUGLAS L RICHAN 23870 PINE STREET, NEWHALL, CA, 91321	(661) 255-3119
14694501	ECOLOGICAL LLC 7223 #B CANOGA AVE, CANOGA PARK, CA, 91303	(818) 645-8100
13708001	EDGAR N ROBLEDO P.O. BOX 1862, GLENDORA, CA, 91740	(626) 483-7312
14698501	ELITE LANDSCAPING, INC. 2972 LARKIN AVE, CLOVIS, CA, 93612	(559) 292-7760 Ext:13
04894901	ENVIRONMENTAL MAINTENANCE CO 10950 SOUTH CENTRAL AVENUE, LOS ANGELES, CA, 90059	(323) 563-5642
15689501	EQUERY INC ECCONO TREE CARE, 15332 ANTIOCH ST. #115, PACIFIC PALISADES, CA, 90272	(310) 980-1956
13123601	ERIC W PIVOVAROFF 16202 ALPINE PLACE, LA MIRADA, CA, 90638	(562) 882-3743
14647801	ERIC WHIPP 144 W. ALLEN AVE, SAN DIMAS, CA, 91773	(909) 773-8676
16347601	FAIRWAY LANDSCAPE & IRRIGATION INC. 4223 ALAMO STREET, RIVERSIDE, CA, 92501	(951) 778-4142
05188101	FAR-EAST LANDSCAPE & MAINTENANCE INC 27118 COLEBROOK PL, VALENCIA, CA, 91354	(661) 297-0918
05188102	FAR-EAST LANDSCAPE & MAINTENANCE INC 146 RAILROAD AVE., MONROVIA, CA, 91016-4642	(805) 297-0918
05188103	FAR-EAST LANDSCAPE & MAINTENANCE INC PO BOX 950351, MISSION HILLS, CA, 91395-0351	(800) 887-3227
05411101	FELIX MIRAMONTEZ 24885 SAN FERNANDO RD., UNIT. B, , NEWHALL, CA, 91321-1513	(661) 255-9227
16502301	FRANK MANQUEROS PO BOX 3598, , BIG BEAR LAKE, CA, 92315-3598	(909) 584-8645
11642301	FRANK MATTISON 43759 15TH ST. W., STE. 217, LANCASTER, CA, 93534-4754	(661) 940-6069
11632001	FYR LANDSCAPING, INC. DBA 612 SOUTH MYRTLE AVENUE. SUITE 100, MONROVIA, CA, 91016	(818) 679-7742
15876101	GARY RIPLING 24071 REGENTS PARK CIRCLE, VALENCIA, CA, 91355	(661) 808-4006
02700201	GENERAL SECURITY SERVICE INC 14009 CRENSHAW BLVD., # D, HAWTHORNE, CA, 90250-7816	(323) 772-7377
16605801	GEORGE I HAVAI 7013 OWENSMOUTH AVE, CANOGA PARK, CA, 91303	(818) 999-2045 Ext:215
13909001	GHARMONY, INC. PO BOX 3333, SAN DIMAS, CA, 91773	(626) 633-6620

Vendor ID	Company Name	Phone
15679301	GOLDEN WEST ARBOR SERVICES INC. 1568 E. GRAND AVENUE, POMONA, CA, 91766	(909) 623-8226
13082901	GOMEZ LANDSCAPE DESIGN 23932 CLARINGTON DR., WEST HILLS, CA, 91304	(818) 535-4654
10489601	GOODWILL INDUSTRIES OF SOUTHERN CALIFORNIA 342 N SAN FERNANDO RD, LOS ANGELES, CA, 90031-1730	(818) 782-2520 Ext:200
10489602	GOODWILL INDUSTRIES OF SOUTHERN CALIFORNIA 14565 LANARK ST., PANORAMA CITY, CA, 91402-4903	(323) 997-3086
10489603	GOODWILL INDUSTRIES OF SOUTHERN CALIFORNIA 342 N SAN FERNANDO RD, LOS ANGELES, CA, 91307	(626) 222-6879
10489604	GOODWILL INDUSTRIES OF SOUTHERN CALIFORNIA 342 SAN FERNANDO RD, WCD DEPARTMENT, LOS ANGELES, CA, 90031-1730	(323) 223-1211 Ext:2165
51387001	GRANDVIEW TREE SURGERY CO 819 S. MAGNOLIA AVE., STE. D, MONROVIA, CA, 91016-6831	(626) 358-7875
14328901	GREEN LEAF GTH 5632 VAN NUYS BLVD SUITE 485, VAN NUYS, CA, 91401	(818) 788-1235
15386001	GREENTECH LANDSCAPE INC 13560 E TELEGRAPH RD, WHITTIER, CA, 90605	(562) 360-4000
51754901	GROUNDWORKS LANDSCAPE INC 111 EAST 220TH ST, CARSON, CA, 90745	(310) 518-6267
50909601	GUS MARQUEZ 13128 TELEGRAPH RD., STE. G1, SANTA FE SPRINGS, CA, 90670-6638	(562) 777-1962
15091901	HARMIN SERVICES NO 1 INC HART EMPLOYMENT SERVICES, 220 SO KENWOOD ST STE 320, GLENDALE, CA, 91205	(626) 405-0778
14632101	HB DIAMOND SERVICES, INC. 29773 GIFHORN ROAD, MENIFEE, CA, 92584-8615	(888) 208-3220
15042301	HUNT IRRIGATION INC 2600 WEST L STREET, LINCOLN, NE, 68522	(402) 438-8151
14475201	IGI'S LANDSCAPE SERVICES 313 S ANDRES PLACE, SANTA ANA, CA, 92704	(714) 418-1667
11617401	ISS GROUNDS CONTROL INC 23236 LYONS AVE STE. 209, NEWHALL, CA, 91321	(661) 259-9067
10125201	J. OROZCO ENTERPPRISES, INC. OROZCO LANDSCAPE AND TREE COMPANY, 1419 EAST END AVENUE, POMONA, CA, 91766	(909) 623-8287
10125202	J. OROZCO ENTERPPRISES, INC. 11194 PIPELINE AVE., POMONA, CA, 91766-4056	(909) 623-8287
16687701	JAIME SANCHEZ 17112 LANARK ST, LAKE BALBOA, CA, 91406	(818) 610-9999
15391201	JIMMIE'S TREE SERVICE 6773 OLIVE AVE, LONG BEACH, CA, 90805	(562) 423-6202
15365901	JMJ INTNL. GREENFIELDLANDSCAPING & MAINT 3129 S. HACIENDA BLVD. SUITE # 384, HACIENDA HEIGHTS, CA, 91745	(626) 926-2221
15110901	JN LANDSCAPING & MAINTENANCE 12335 SANTA MONICA BLVD STE 301, LOS ANGELES, CA, 90025	(310) 577-9378
50886701	JOHN GARDNER 10552 CHESTNUT AVE., STANTON, CA, 90680-2441	(714) 527-6830
11373501	JOHNSON CONTROLS INC 7315 N. ATLANTIC AVE., CAPE CANAVERAL, FL, 32920-3721	(321) 784-7708
12928301	JOSE TORIBIO 1638 SUNFLOWER AVE, GLENDORA, CA, 91740	(626) 230-4532
13976401	JOSUA D POWERS 6026 VIA MONTANEZ, CAMARILLO, CA, 93012	(805) 205-4509

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12918801	JUAN MUNOZ JM LANDSCAPING, P.O. BOX 2073, BURBANK, CA, 91507	(818) 621-2839
15915701	KAREN BRAGG 4830 SOUTH CRENSHAW BLVD, LOS ANGELES, CA, 90043	(323) 299-3710
15249401	KARRY R WENDEL CLEAN CUT LANDSCAPE, 8406 N. ARMSTRONG, CLOVIS, CA, 93619	(559) 322-2041
11207201	KATRINA MOSS PO BOX 5795, BEVERLY HILLS, CA, 90209-5795	(310) 712-2684
13992901	KEITH B YORK 8255 JOHNSON LANE, GRANITE BAY, CA, 95746	(916) 797-4020
50551601	L. BARRIOS & ASSOCIATES, INC. 302 E. FOOTHILL BLVD., STE. 101, SAN DIMAS, CA, 91773-1259	(909) 592-5893
15678001	LA LOMA DEVELOPMENT COMPANY 556 S. FAIR OAKS AVE, SUITE 101 #323, PASADENA, CA, 91105	(626) 421-6185
15678002	LA LOMA DEVELOPMENT COMPANY 1355 LINCOLN AVENUE, PASADENA, CA, 91103	(626) 421-6185
13104101	LAND CREATIONS 15267 COBALT ST, SYLMAR, CA, 91342	(818) 833-7172
15112401	LAND MECHANICS, INC. PO BOX 17521, ANAHEIM, CA, 92817-7521	(714) 516-9555
13081901	LANDSCAPE ASSOCIATES INC 16251 N. FILBERT STREET, SYLMAR, CA, 91342	(818) 891-0398
14380701	LANDSCAPE CONSERVATION SOLUTIONS INC, PO BOX 12700, WESTMINISTER, CA, 92685	(949) 292-5668
13926201	LEANNE DAVID 2821 E. WHITE STAR AVE., UNIT A, ANAHEIM, CA, 92806	(714) 271-8314
10955601	LIMCO 412 DE LA VINA ST., SANTA BARBARA, CA, 93101-3418	(805) 884-4648
14533701	LNL CORPORATION 2183 FAIRVIEW ROAD STE 216, COSTA MESA, CA, 92627	(949) 646-7441 Ext:101
16225801	LOS ANGELES INFRASTRUCTURE ACADEMY 700 N. ALAMEDA ST. FL 4 #570, LOS ANGELES, CA, 90012	(213) 687-0781 Ext:1
15381701	LOS GATOS INC. 3026 HALLADAY ST, SANTA ANA, CA, 92705	(714) 546-0681
16613301	LUPE PEREZ GREEN SPLENDOR LANDSCAPING, INC., 1963 SANTA ROSA AVE., PASADENA, CA, 91104	(626) 710-2227
13131001	MANUEL G GONZALEZ 1436 ORCHARD ST. #A, SANTA PAULA, CA, 93060	(805) 797-2525
15758201	MARCELLO R MOSCOZO 19685 E GOLDEN BOUGH DR., COVINA, CA, 91724	(626) 484-5046
15322801	MARIA MUNOZ 15735 MAPLEGROVE ST, LA PUENTE, CA, 91744	(626) 917-4321
14507401	MARINA LANDSCAPE, INC. 1900 S. LEWIS STREET, ANAHEIM, CA, 92805	(949) 614-9148
50312901	MARIPOSA LANDSCAPES, INC. 15529 ARROW HWY., IRWINDALE, CA, 91706-2002	(626) 960-0196
16900401	MARK L PELLETIER 25401 PARKWOOD LN, SANTA CLARITA, CA, 91350	(661) 312-6452
16916401	MARK L PELLETIER PELLETIER BRUSH CLEARANCE & TREE SERVICE, 25401 PARKWOOD LN, SANTA CLARITA, CA, 91350	(661) 312-6452
05148401	MARTINEZ LANDSCAPING CO INC 14862 RYAN ST., SYLMAR, CA, 91342-3958	(818) 364-9188

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05148402	MARTINEZ LANDSCAPING CO INC 14862 RYAN ST., , SYLMAR, CA, 91342-3958	(818) 364-9188
15220601	MERCHANTS LANDSCAPE 11220 1/2 PEORIA ST, SUN VALLEY, CA, 91352	(714) 972-8200
16178201	MERIAM DJELIDI PO BOX 1803, AVALON, CA, 90704	(310) 701-5397
03162201	MIDORI GARDENS 3231 S. MAIN STREET, SANTA ANA, CA, 92707	(714) 751-8792
16331201	MIHYUN NO I CARPET & UPHOLSTERY CLEANING, 3921 WILSHIRE BLVD., LOS ANGELES, CA, 90010	(323) 534-5012
15228201	MILLENNIUM MAINTENANCE SYSTEMS 26007 HUNTINGTON LANE STE 11, VALENCIA, CA, 91355	(661) 645-7199
52357701	MUNOZ LANDSCAPE INC MONICA'S NURSERY, 266 CLOVERLEAF DR, BALDWIN PARK, CA, 91706-6505	(626) 369-8097
10434401	NATURES IMAGE, INC. 20361 HERMANA CIRCLE, LAKE FOREST, CA, 92630	(949) 705-5800 Ext:114
10847701	NEW GENERATION 16042 BASSETT ST., VAN NUYS, CA, 91406-4805	(818) 909-9299
15524201	NEW IMAGE LANDSCAPING INC. 554 PRESCOTT ST., PASADENA, CA, 91104	(626) 421-6270
15092401	NICK ANDERSON 1003 SPRINGOAK WAY, STOCKTON, CA, 95209	(209) 565-2845
14952901	NMS MANAGEMENT, INC. 155 WEST 35TH STREET, SUITE A, NATIONAL CITY, CA, 91950	(619) 425-0440
13161001	NOON PRODUCTIONS, LLC P. O. BOX 802874, SANTA CLARITA, CA, 91380	(661) 313-4227
16350101	NORVELL THOMAS 1652 N HOOVER ST, LOS ANGELES, CA, 90027	(323) 309-9937
14525101	OAK SPRINGS NURSERY INC P.O. BOX 922906, SYLMAR, CA, 91342	(818) 367-5832
13339701	OAKRIDGE LANDSCAPE INC 28064 AVENUE STANFORD UNIT K, VALENCIA, CA, 91355	(661) 295-7228
15279801	OC SEVEN INC PRUNIN ARBORICULTURE & MAINTE, 23052 ALICIA PKWY H-218, MISSION VIEJO, CA, 92692	(714) 822-3982
15434701	ORBITAL MAINTENANCE ANDCONSTRUCTION, INC. P.O. BOX 2342, CULVER CITY, CA 90231, 7417 W. 82ND ST., WESTCHESTER, CA, 90045-2307	(310) 710-6028
11090301	PANAMERICAN LANDSCAPING 11261 BLIX STREET, NORTH HOLLYWOOD, CA, 91602	(818) 535-9391
14171101	PANTERA ENTERPRISES INC 28007 ALTA VISTA AVE, VALENCIA, CA, 91355	(213) 598-6544
50704901	PARKWOOD LANDSCAPE MAINT., INC 16443 HART ST., VAN NUYS, CA, 91406	(818) 988-9677
14845401	PBMS INC PREMIER BUILDING MAINT SERV., 1909 WILSHIRE BLVD., LOS ANGELES, CA, 90057	(213) 386-2552
14947001	PERFECT PLANTS LANDSCAPE MANAGEMENT INC., 20700 VENTURA BLVD., SUITE 234, WOODLAND HILLS, CA, 91364	(818) 981-0810
50889101	PESTMASTER SERVICES, INC. 137 E. SOUTH ST., BISHOP, CA, 93514-3545	(775) 358-5966
50889102	PESTMASTER SERVICES, INC. 42717-6TH STREET EAST, LANCASTER, CA, 93535	(775) 358-5966

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50889103	PESTMASTER SERVICES, INC. 137 E SOUTH ST, BISHOP, CA, 93514	(775) 358-5966
15299401	PINNACLE HOLDINGS GROUPDBA PINNACLE LANDSCAPE COMPANY 2200 S. FAIRVIEW ST., SANTA ANA, CA, 92704	(714) 856-8279
05171401	PLANT TERRA LANDSCAPE INC 13913 LA CASCADA CT., BAKERSFIELD, CA, 93314-8354	(661) 588-6127
14499401	POIEMA LANDSCAPE INC. 732 N. DIAMOND BAR BLVD., SUITE 110, DIAMOND BAR, CA, 91765	(909) 444-2249
02870001	POWERLAND EQUIPMENT, INC. 27943 VALLEY CENTER RD., VALLEY CENTER, CA, 92082-6547	(760) 749-1271
52514001	PREMIER BUILDING MAINTENANCE 1909 WILSHIRE BLVD, LOS ANGELES, CA, 90057	(213) 386-2552
13696801	PRIDE INDUSTRIES 10030 FOOTHILLS BLVD., ROSEVILLE, CA, 95747-7102	(916) 788-2136
13763701	QQEST ASSET MANAGEMENT LLC 9350 SOUTH 150EAST SUITE 130, SANDY, UT, 84070	(801) 265-9500 Ext:2215
15527501	R&C TREE COMPANY 8335 WINNETKA AVE #457, WINNETKA, CA, 91306	(818) 775-1918
16403101	RALPH MOSLEY JR 2422 W 6TH STREET, SAN BERNARDINO, CA, 92410	(909) 512-2284
16461401	RAMOS LANDSCAPING, INC. 18761 CHASE STREET, NORTHRIDGE, CA, 91324	(818) 519-7079
16804601	RAYMOND EALY PO BOX 6024, , ALTADENA, CA, 91003-6024	(626) 676-5123
12426901	REAL ESTATE CONSULTING & SERVICES, INC., 635 E. 1ST ST., # 418, TUSTIN, CA, 92780-3417	(714) 720-3187
01427301	REGENTS OF UC UCLA REMITTANCE CENTER, 10920 WILSHIRE BLVD, STE 107, LOS ANGELES, CA, 90024-6503	(310) 206-0265
01427302	REGENTS OF UC 10990 WILSHIRE BLVD, SUITE 1450, LOS ANGELES, CA, 90024	(310) 312-9315
01427303	REGENTS OF UC UCLA - DFH PARAMEDIC EDUCATION, 333 N. PRAIRIE AVE., INGLEWOOD, CA, 90301	(310) 680-1100
01427304	REGENTS OF UC UCLA CPHD, 1145 GAYLEY AVE STE 304, LOS ANGELES, CA, 90024	(310) 794-0864
01427305	REGENTS OF UC UCLA CAREER CENTER, 501 WESTWOOD PLAZA, LOS ANGELES, CA, 90095-1573	(310) 206-1901
01427306	REGENTS OF UC UCLA ANDERSON FORECAST, 110 WESTWOOD PLAZA STE B302 - BOX 951481, LOS ANGELES, CA, 90095-1481	(310) 825-1623
01427307	REGENTS OF UC PHOTOGRAPHIC SERVICES, 10833 LE CONTE DRIVE, 62-073 CHS, LOS ANGELES, CA, 90095	(310) 825-7725
01427308	REGENTS OF UC LIBRARY, 405 HILGARD AVENUE, LOS ANGELES, CA, 90095	(310) 206-9363
01427309	REGENTS OF UC UCLA MEDICAL CENTER, 10990 WILSHIRE BLVD SUITE 1450, LOS ANGELES, CA, 90024	(310) 267-5959
01427310	REGENTS OF UC 760 WESTWOOD PLZ., RM. B7-357, LOS ANGELES, CA, 90024-5055	(310) 794-5537
01427311	REGENTS OF UC UCLA-LOSH, 10945 LE CONTE AVE. UEBERROTH BLDG., STE 2107, LOS ANGELES, CA, 90095	(310) 794-5959
01427312	REGENTS OF UC 601 S. WOODS AVE., LOS ANGELES, CA, 90022-3221	(310) 206-8883

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01427313	REGENTS OF UC UCLA ISAP, 1640 S SEPULVEDA BLVD STE 320, LOS ANGELES, CA, 90025-7535	(310) 267-5399
01427314	REGENTS OF UC SCHOOL OF THEATER, FILM & TV, 1449 MELNITZ HALL BOX 951622, LOS ANGELES, CA, 90095-1622	(310) 267-4419
01427315	REGENTS OF UC 10920 WILSHIRE BLVD., STE. 500, CONTRACTS & GRANTS ADMIN., LOS ANGELES, CA, 90024-6502	(310) 794-2838
01427316	REGENTS OF UC UCLA CENTER FOR COMMUNITY LEARNING, A265 MURPHY HALL, LOS ANGELES, CA, 90095-1571	(310) 825-7867
01427317	REGENTS OF UC SCHOOL OF LAW, PO BOX 951476, LOS ANGELES, CA, 90095-1476	(310) 206-9155
01427318	REGENTS OF UC 10945 LE CONTE AVE., STE. 2339, LOS ANGELES, CA, 90095	(310) 312-0531
01427319	REGENTS OF UC UCLA DEPT OF SURGERY DIV OF CARDIOTHORACIC, 72-131 CTR FOR THE HEALTH SCIENCE BOX 951749, LOS ANGELES, CA, 90095-6902	(310) 825-9820
01427320	REGENTS OF UC UCLA MEDICAL CENTER, FILE 2009, LOS ANGELES, CA, 90074-2009	(310) 825-8021
01427321	REGENTS OF UC JULES STEIN INST-UCLA RM 2-142, 100 STEIN PLAZA, LOS ANGELES, CA, 90095	(310) 206-6641
01427322	REGENTS OF UC UCLA CHILDRENS DENTAL CLINIC, 10833 LE CONTE AVENUE, 20-137, LOS ANGELES, CA, 90095-3075	(310) 825-5619
01427323	REGENTS OF UC UCLA MEDICAL CTR-PERINTAL UNIT, BOX 951701 14176 CHS, LOS ANGELES, CA, 90095	(213) 825-1542
01427324	REGENTS OF UC UCLA TIES FOR FAMILIES, 1000 VETERAN AVENUE, LOS ANGELES, CA, 90095-7142	(310) 794-2460
01427325	REGENTS OF UC C/O UCLA EMERGENCY MEDICINE, 924 WESTWOOD BLVD SUITE 300, LOS ANGELES, CA, 90024-1777	N/A
01427326	REGENTS OF UC DEPT OF INFOMATION STUDIES-UCLA GSEIS, BOX 951520, LOS ANGELES, CA, 90095	(310) 206-2962
01427327	REGENTS OF UC DEPARTMENT K, PO BOX 24901, LOS ANGELES, CA, 90024-0901	(310) 206-2962
01427328	REGENTS OF UC HUMANITIES SCIENCE & SOCIAL, 10995 LE CONTE AVENUE ROOM 731, LOS ANGELES, CA, 90024	N/A
01427329	REGENTS OF UC UCLA IMMUNOGENETICS CENTER, 1000 VETERAN AVE., ROOM 1-520, LOS ANGELES, CA, 90095-1652	(310) 794-4448
01427330	REGENTS OF UC UCLA-DIV OF EMERGENCY MEDICINE, BOX 951778, LOS ANGELES, CA, 90095-1778	(310) 625-4350
01427331	REGENTS OF UC 110 WESTWOOD PLAZA D304A, , LOS ANGELES, CA, 90095-1481	(310) 825-1879
01427332	REGENTS OF UC UCLA PROSTHO/MAX FAC, 10833 LE CONTE AVE A0-156B CHS, LOS ANGELES, CA, 90095	(310) 206-8775
01427333	REGENTS OF UC CA CTR FOR COMMUNITY SCHOOL PARTNERSHIP, 2020 ACADEMIC SURGE BLGD, DAVIS, CA, 95616-8729	(530) 754-6343
01427334	REGENTS OF UC UCLA TRAVEL STUDY PROGRAM, 1332 MURPHY HALL BOX 951418, LOS ANGELES, CA, 90095-1418	N/A

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01427335	REGENTS OF UC UCLA MEDICAL CENTER, 10833 LE CONTE AVENUE, LOS ANGELES, CA, 90095-1730	(310) 825-5041
01427336	REGENTS OF UC UCLA EDUCATION AND RESEARCH CTR, 650 CHARLES YOUNG DR CHS56-071, LOS ANGELES, CA, 90095	(310) 206-2304
01427337	REGENTS OF UC UCLA LABOR CENTER, 675 SOUTH PARK VIEW STREET 1ST FLOOR, LOS ANGELES, CA, 90057-3306	(213) 480-4155
01427338	REGENTS OF UC UCLA ORTHODONTIC CLINIC, PO BOX 951668, CHS 20-140, LOS ANGELES, CA, 90095-1668	(310) 825-4705
01427339	REGENTS OF UC UCLA EXTENSION PUBLIC POLICY DEPT., 10995 LE CONTE AVENUE ROOM 613, LOS ANGELES, CA, 90024	(310) 825-1545
01427340	REGENTS OF UC HOUSING ACCTS RECEIVABLE OFFICE, 360 DE NEVE DRIVE, BOX 951383, LOS ANGELES, CA, 90095	N/A
01427341	REGENTS OF UC UCLA CENTER FOR HEALTH POLICY RESEARCH, 10960 WILSHIRE BOULEVARD, SUITE 1550, LOS ANGELES, CA, 90024	(310) 794-0909
01427342	REGENTS OF UC CASHIER OFFICE, UC DAVIS, PO BOX 989062, WEST SACRAMENTO, CA, 95798-9062	(530) 757-8529
01427343	REGENTS OF UC UC DAVIS CENTER FOR HUMAN SERVICES, 1632 DAVINCI COURT, DAVIS, CA, 95616	(530) 757-8643
01427344	REGENTS OF UC LIBRARY BUSINESS SERVICES PAYMENT PROC UNIT, BOX 951575, LOS ANGELES, CA, 90095-1575	(310) 825-4055
01427345	REGENTS OF UC DEPARTMENT OF MEDICINE, 11301 WILSHIRE BLVD ROOM 3206, LOS ANGELES, CA, 90073	(310) 268-3034
01427346	REGENTS OF UC UCLA FOUNDATION, 3250 PUBLIC AFFAIRS BUILDING, LOS ANGELES, CA, 90095-1656	(310) 206-7571
01427347	REGENTS OF UC UCLA FAMILY MED/P.DOWLINGMD, 10833 LE CONTE AV 50-074 CHS, LOS ANGELES, CA, 90095-1683	(310) 825-4824
01427348	REGENTS OF UC UCLA OFFICE OF CONTRACT & GRANT ADMIN, 11000 KINROSS AVE., SUITE 102, LOS ANGELES, CA, 90095-1406	(310) 794-0619 Ext:243
01427349	REGENTS OF UC UCLA PEDIATRIC DENTISTRY, PO BOX 951668 CHS 20-137, LOS ANGELES, CA, 90095	(310) 825-8755
01427350	REGENTS OF UC HOUSING OFFICE, 3200 S. SAWTELLE BLVD, LOS ANGELES, CA, 90066	(310) 398-4692
01427351	REGENTS OF UC RONALD REAGAN UCLA MEDICAL CENTER, Box 951432, 1125 Murphy Hall, 405 Hilgard Avenue, LOS ANGELES, CA, 90095-9000	(310) 267-7529
01427352	REGENTS OF UC 1111 FRANKLIN STREET 11TH FLOOR, , OAKLAND, CA, 94607	(510) 987-9071
01427353	REGENTS OF UC 10833 LECONTE AVE., ROOM 72-125 CHS CHS, LOS ANGELES, CA, 90095-1749	(310) 206-6131
01427354	REGENTS OF UC UCLA POLICE DEPARTMENT, 11000 KINROSS AVE SUITE 104, LOS ANGELES, CA, 90024	(310) 206-8883

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01427355	REGENTS OF UC UCLA INSTITUTE OF ENVIRONMENT, 619 CHARLES E YOUNG LA KRETZ HALL STE 300, LOS ANGELES, CA, 90095-1496	(310) 825-5008
01427356	REGENTS OF UC UCLA STUDENT ACCOUNTS, 1121 MURPHY HALL, LOS ANGELES, CA, 90095	(626) 229-3634
01427357	REGENTS OF UC SCHOOL OF PUBLIC AFFAIRS, 337 CHARLES E YOUNG DR. EAST, LOS ANGELES, CA, 90095-4656	(310) 794-5152
01427358	REGENTS OF UC 760 WESTWOOD AVE, (ROOM C8-887), LOS ANGELES, CA, 90024	(310) 825-1479
01427359	REGENTS OF UC UCLA INTEGRATED SUBSTANCE ABUSE PROGRAMS, 1640 S. SEPULVEDA #200, LOS ANGELES, CA, 90025	(310) 267-5398
01427360	REGENTS OF UC 10920 WILSHIRE BOULEVARD, SUITE 300, , LOS ANGELES, CA, 90024-6502	(310) 794-3718
01427361	REGENTS OF UC UCLA REMITTANCE CNTR BOX 951432, 1125 MURPHY HALL 405 HILGARD AVENUE, LOS ANGELES, CA, 90095-9000	(310) 206-3216
01427362	REGENTS OF UC 10945 LE CONTE AVENUE, SUITE 3119, LOS ANGELES, CA, 90095-6980	(310) 267-2579
01427363	REGENTS OF UC UCLA POLICE DEPARTMENT, 601 WESTWOOD PLAZA, LOS ANGELES, CA, 90095	(310) 825-1632
01427364	REGENTS OF UC UCLA CENTRAL TICKET OFFICE, P.O. BOX 24607, LOS ANGELES, CA, 90024-0607	(310) 206-4497
01427365	REGENTS OF UC CARDIOLOGY, 10833 LE CONTE AVE 17-178 CHS / MC 690418, LOS ANGELES, CA, 90095	(310) 794-1844
01427366	REGENTS OF UC RONALD REAGAN UCLA MEDICAL CENTER, 10920 WILSHIRE BLVD STE 1700, LOS ANGELES, CA, 90024-6502	(310) 794-8401
01427367	REGENTS OF UC LOS ANGELES SCHOOL OF PUBLIC HEALTH, 650 CHARLEES YOUNG DRIVE, LOS ANGELES, CA, 90095-6900	(310) 794-0622
01427368	REGENTS OF UC DEPT OF ORTHOPAEDIC SURGERY, 10833 LECONTE AVE 76-119 CHS, LOS ANGELES, CA, 90095-6902	(310) 825-5680
01427369	REGENTS OF UC UCLA FACILITIES MANAGEMENT, 731 CHARLES E. YOUNG DRIVE SOUTH, SUITE 3102, LOS ANGELES, CA, 90095-1526	(310) 206-6647
01427370	REGENTS OF UC INTEGRATED SUBSTANCE HOUSE, 11075 SANTA MONICA BLVD STE 100, LOS ANGELES, CA, 90025	(310) 267-5397
01427371	REGENTS OF UC UC REGENTS - UCLA CAREER PLAZA, 501 WESTWOOD PLAZA - BOX 951573, LOS ANGELES, CA, 90095-1573	(310) 206-1901
01427372	REGENTS OF UC UCLA VENICE DENTAL CENTER, VENICE, CA, 90291-2843	(310) 825-9805
01427373	REGENTS OF UC UNIVERSITY OF CALIF AT DAVIS - CASHIER OFFICE, 1200 DUTTON HALL, DAVIS, CA, 95616	(800) 553-6878
01427374	REGENTS OF UC CONTINUING EDUCATION OF THE BAR, 2100 FRANKLIN STREET SUITE 500, OAKLAND, CA, 94612-3098	(510) 381-1736
01427376	REGENTS OF UC RONALD REAGAN UCLA MEDICAL CENTER, 757 WESTWOOD PLAZA STE B790A, LOS ANGELES, CA, 90095	(310) 267-9582

Vendor ID	Company Name	Phone
14395501	RICHARD C JEWETT 36200 PARADISE RANCH SUITE 105, CASTAIC, CA, 91384	(661) 775-3791
11897501	RMT GOLF & SPORT 26517 CALLE LORENZO, SAN JUAN CAPO, CA, 92675-1672	(949) 218-7674
14710201	ROCK BOTTOM, INC. 2724 LANDCO DRIVE, BAKERSFIELD, CA, 93308	(661) 859-1700
14319401	ROLEY ASSOCIATES, INC. 1405 BARNHART LANE, NORCO, CA, 92860	(951) 279-6096
11104401	RON WILKES PO BOX 2387, NORTH HILLS, CA, 91393	(818) 893-6360
15184001	ROSE TERRONES 511 S FIRST STE 304, ARCADIA, CA, 91006	(626) 254-0200
10042601	S.C. YAMAMOTO, INC. 2031 EMERY AVENUE, LA HABRA, CA, 90631	(714) 992-5783
14286501	SAFETY ZONE WEED AND BRUSH CONTROL, 23843 BESSEMER STREET, WOODLAND HILLS, CA, 91367	(818) 322-4646 Ext:2
14821701	SALINAS LANDSCAPING AND TREE PRESERVATION, INC., 2001 PREUSS ROAD, LOS ANGELES, CA, 90034-1205	(310) 204-1730
51299701	SEPCO EARTHSCAPE INC 120 WEST 127TH STREET, LOS ANGELES, CA, 90061	(323) 242-0700
51134101	SIAPIN HORTICULTURE 9103 PERKINS ST., PICO RIVERA, CA, 90660-4512	(562) 801-9722
11512901	SIGMA SERVICES INC 2140 EASTMAN AVE STE 200, VENTURA, CA, 93003	(805) 642-8377
12722801	SIMON'S POWER EQUIPMENT, INC. 12117 VANOWEN ST., NORTH HOLLYWOOD, CA, 91605-5652	(818) 982-6131
14152501	SOUTHERN CALIFORNIA TREE & LANSOUTHERN CALIFORNIA GARDEN SOUTHERN CALIFORNIA GARDEN, PO BOX 3395, TORRANCE, CA, 90510	(310) 326-9994
12858601	SPRAGUE CONSULTANTS, INC. 30251 GOLDEN LANTERN, SUITE E##90, LAGUNA NIGUEL, CA, 92677-5993	(949) 903-0793
16615601	STACY L KONIER 3628 COUNTY ROAD, CHINO, CA, 91710	(909) 627-7507
12432101	STAY-GREEN, INC. 26415 SUMMIT CIRCLE, SANTA CLARITA, CA, 91350	(661) 291-2800 Ext:302
50455701	STEVENS TREE EXPERTS 2570 E. WALNUT ST., STE. A, PASADENA, CA, 91107-3722	(626) 794-6911
16539701	STRATEGIC FACILITY SOLUTIONS, INC. 28 SALT SPRAY DRIVE, LAGUNA NIGUEL, CA, 92677	(714) 293-9147
15027701	SUMAK, INC. P.O. BOX 1534, AGOURA HILLS, CA, 91376	(818) 388-4621
14144701	SWAYZER'S INC. 1663 E. DEL AMO, CARSON, CA, 90746	(323) 979-7223
51890301	SYSTEMS MANAGEMENT, INC. 1635 N. LAKE AVE., PASADENA, CA, 91104-2321	(626) 791-1388
15088201	T.G. DESIGNSCAPES 594 CEDAR CREST AVE, CLAREMONT, CA, 91711	(909) 367-3497
15390501	TANIA GYBELSENVIRONMENTAL CONCEPT 16140 SATICOY, VAN NUYS, CA, 91406	(818) 787-7329
10946701	THE CHRYSALIS CENTER 1853 LINCOLN BLVD, SANTA MONICA, CA, 90404	(310) 401-9382
10946702	THE CHRYSALIS CENTER 522 S. MAIN ST., LOS ANGELES, CA, 90013	(213) 806-6368

Vendor ID	Company Name	Phone
13952501	THE ORIGINAL MOWBRAYS 171 S WATERMAN AVE, SAN BERNARDINO, CA, 92408	(909) 915-5762
14282001	THE PAR 3 GROUP 101 ATLANTIC AVE., STE. 104, LONG BEACH, CA, 90802	(562) 537-7528
16860301	TOTAL RESOURCES INC. DBA TOTAL CONSTRUCTION RESOURCES 13507 TELEGRAPH ROAD, UNIT C, WHITTIER, CA, 90605	(562) 204-0319
15950301	TRANSFORMED CONSTRUCTION INC 14301 VENTURA BLVD, SHERMAN OAKS, CA, 91423	(818) 441-4632
14689801	TREE PRESERVATION COMPANY 430 N. CHESTER AVE., STE. 106, PASADENA, CA, 91106	(626) 628-5224
13312601	TREE PRESERVATION, INC. 9722 MARCUS AVE, TUJUNGA, CA, 91042	(818) 353-8733
13848501	TRI VALLEY LANDSCAPE 7 DUESENBERG DRIVE, WESTLAKE VILLAGE, CA, 91362	(805) 494-7160
11263101	TROPICAL CREATIONS, INC. 14560 CALVERT STREET, VAN NUYS, CA, 91411	(818) 782-0005 Ext:202
52607901	TRUGREEN LANDCARE 1323 W. 130TH ST., GARDENA, CA, 90247-1503	(310) 354-1520
52607902	TRUGREEN LANDCARE 1367 W. 9TH ST., UPLAND, CA, 91786-5712	(626) 357-2481
52607903	TRUGREEN LANDCARE 7755 DEERING AVE., CANOGA PARK, CA, 91304-5653	(818) 346-7552 Ext:222
52607904	TRUGREEN LANDCARE 1150 W. TRENTON AVENUE, ORANGE, CA, 92867	(714) 628-1010
52607905	TRUGREEN LANDCARE MIRAMAR WHOLESALE NURSERIES, 5400 GOVERNOR DRIVE, SAN DIEGO, CA, 92122-2851	(858) 552-0658 Ext:115
52607906	TRUGREEN LANDCARE DEPT 34680, PO BOX 39000, SAN FRANCISCO, CA, 94139	(310) 719-1008
52607907	TRUGREEN LANDCARE 1315 WEST 130TH STREET, GARDENA, CA, 90247	(310) 719-1008
52887901	UNITED PACIFIC SERVICES 120 E. LA HABRA BLVD., STE 107, LA HABRA, CA, 90631-2310	(562) 691-4600 Ext:225
52887902	UNITED PACIFIC SERVICES 120 EAST LA HABRA BOULEVARD, SUITE 107, LA HABRA, CA, 90631-2310	(562) 691-4600
13811401	UNIVERSO CLEANING INC. 111 S. GARFIELD BLVD., STE 101-A, MONTEBELLO, CA, 90640	(323) 574-0089
16535901	URBAN HABITAT ENVIRONMENTAL LANDSCAPES PO BOX 803036, SANTA CLARITA, CA, 91380	(661) 310-0405 Ext:701
13133801	VALLEY LIGHT INDUSTRIES INC 5358 IRWNDALE AVE, UNIT B, BALDWIN PARK, CA, 91706	(626) 337-6200
16144801	VENCO WESTERN 2400 EASTMAN AVE, OXNARD, CA, 93030	(805) 431-7194
15012201	VERONICA MEJIA 1240 E ONTARIO AVE #102, CORONA, CA, 92881	(951) 278-3801
52439101	VILLA ESPERANZA SERVICES 2116 E. VILLA ST., PASADENA, CA, 91107-2435	(805) 446-1939 Ext:205
16497901	WALTON FACILITIES MANAGEMENT 6860 CANBY AVENUE, #102, RESEDA, CA, 91335	(310) 295-2067
10894101	WD ENTERPRISE, INC PO BOX 8804, WICHITA, KS, 67208-0804	(316) 686-0069
16091601	WE SERVICE AMERICA, INC. 10311 S. LA CIENEGA BLVD., LOS ANGELES, CA, 90045	(310) 743-3000 Ext:293

Vendor ID	Company Name	Phone
16082601	WIEDMANN BROS. DISTRIBUTING CO., LLC 3940 LAUREL CANYON BLVD., STE. 1457, STUDIO CITY, CA, 91604	(623) 934-8973 Ext:10
16024901	WILLOWBROOK LANDSCAPE INC. 14930 FARMINGTON ST., HESPERIA, CA, 92345	(760) 713-5686
05696501	WOODS MAINTENANCE SERVICES INC HYDRO PRESSURE SYST & GRAFFITI CONTROL SYST, 7260 ATOLL AVE, NORTH HOLLYWOOD, CA, 91605-4104	(818) 503-8240 Ext:105
05696502	WOODS MAINTENANCE SERVICES INC HYDRO PRESSURE SYST & GRAFFITI CONTROL SYST, 7260 ATOLL AVENUE, NORTH HOLLYWOOD, CA, 91605-4104	(818) 764-2515
50314701	WURZEL LANDSCAPE 3214 OAKDELL RD., STUDIO CITY, CA, 91604-4221	(818) 762-8653
14807101	Z&T VENTURES, INC. SERVICE-SCAPE, 9716 COTTONWOOD WAY, ALTA LOMA, CA, 91737	(909) 702-1045

Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form

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

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: Conejo Crest Landscape, Inc.
COUNTY VENDOR NUMBER: 14843001

- ☐ As a Local SBE, certified by the County of Los Angeles, Department of Consumer and Business Affairs, I request this proposal/bid be considered for the Local SBE Preference.
- ☒ Attached is my Local SBE Certification letter issued by the County

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

Business Structure: ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Non-Profit ☐ Franchise ☐ Other (Please Specify) _____

Total Number of Employees (including owners): 200

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino			4		191	3
Asian or Pacific Islander	1					
American Indian						
Filipino						
White				1		

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

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	100 %	%	%	%
Women	%	%	%	%	%	%

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

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date
N/A					

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

Print Authorized Name	Authorized Signature	Title	Date
David L. Melito	David L. Melito	Operations Manager	2/19/2016

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND CREATION

78509

AND

CONEJO CREST LANDSCAPE, INC.

FOR THE

PARK MAINTENANCE SERVICES

AT THE

ALTADENA AREA PARKS

SAMPLE CONTRACT PROVISIONS
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STANDARD EXHIBITS

A STATEMENT OF WORK
B PRICING and BILLING SCHEDULE and PERFORMANCE FREQUENCIES
C CONTRACTOR'S QUALITY CONTROL PLAN
D CONTRACTOR'S EEO CERTIFICATION
E COUNTY'S ADMINISTRATION
F CONTRACTOR'S ADMINISTRATION
G CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
H PREVAILING WAGE DETERMINATIONS
I PUBLIC WORKS PAYROLL REPORTING FORM
J INTERNAL REVENUE SERVICE NOTICE NO. 1015
K JURY SERVICE ORDINANCE
L SAFELY SURRENDERED BABY LAW
M LIVING WAGE ORDINANCE
N LIVING WAGE RATES ANNUAL ADJUSTMENTS
O PAYROLL STATEMENT OF COMPLIANCE
P EMPLOYEE NOTICE OF LIVING WAGE HANDOUT (Eng/Span)
Q COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM
R CERTIFICATION OF COMPLIANCE WITH GREEN INITIATIVES
S COUNTY'S SMOKING BAN ORDINANCE

CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
CONEJO CREST LANDSCAPE, INC.
FOR
PARK MAINTENANCE SERVICES AT
ALTADENA AREA PARKS

This Contract ("Contract") made and entered into this 28th day of June, 2016 by and between the County of Los Angeles, hereinafter referred to as County and Conejo Crest Landscape, Inc., hereinafter referred to as "Contractor".

RECITALS

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

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

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

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

78509

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K L, M, N, O, P, Q, R, S, T, U and V 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 terms and conditions of the Contract and then to the Exhibits according to the following priority:

1.1 EXHIBIT A - Statement of Work

1.2 EXHIBIT B - Pricing and Billing Schedule and Performance Frequencies

1.3 EXHIBIT C - Contractor's Quality Control Plan

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 - Contractor Acknowledgement and Confidentiality Agreement

1.8 EXHIBIT H - Prevailing Wage Determinations

1.9 EXHIBIT I - Public Works Payroll Reporting Form

1.10 EXHIBIT J - Internal Revenue Service Notice No. 1015

1.11 EXHIBIT K - Jury Service Ordinance

1.12 EXHIBIT L - Safely Surrendered Baby Law

1.13 EXHIBIT M - Living Wage Ordinance

1.14 EXHIBIT N – Living Wage Rates Annual Adjustments

1.15 EXHIBIT O - Payroll Statement of Compliance

1.16 EXHIBIT P - Employee Notice of Living Wage Handout (Eng/Span)

1.17 EXHIBIT Q - County's Defaulted Property Tax Reduction Program

1.18 EXHIBIT R - Certification of Compliance with Green Initiatives

1.19 EXHIBIT S - County's Smoking Ban Ordinance

This Contract constitutes 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 subparagraph 8.1 – Change Notices and 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 **Board of Supervisors**: The Board of Supervisors of the County of Los Angeles acting as governing body or their designee.

2.2 **Contract:** this agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work including the Statement of Work, Exhibit A.

2.3 **Contractor:** The sole proprietor, partnership, corporation or other person or entity that has entered into this Contract with the County to perform or execute the work covered by this Contract.

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

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

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

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

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

2.9 **Monthly Contract Sum:** The amount of one-twelfth (1/12) of the total annual amount of compensation, or a prorated monthly amount, to be paid by the

County for services rendered by the Contractor under the terms and conditions of this Contract.

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

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

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

3.0 CONTRACTOR SERVICES

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

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 for five (5) years commencing on August 1, 2016, following the Board of Supervisors' approval, unless terminated sooner 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 three (3) additional one-year periods. Each such option year shall be exercised at the sole discretion of the Director, which may include a cost of living adjustment (COLA) per option year as provided for in Paragraph 5.7, hereinafter.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

4.3 The Contractor shall notify the Department when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the Department at the address herein provided in Paragraph 8.34, Notices, of this Contract.

5.0 CONTRACT SUM

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

5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or 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 not occur except with the County's express prior written approval.

5.3 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 sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Department at the address herein provided in Paragraph 8.34, Notices, of this Contract.

5.4 In no event shall the Contractor be entitled to compensation exceeding the total contract amount unless the Contract is amended in writing pursuant to Section 8.1, Change Notices and Amendments.

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

The Contractor shall have no claim against 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 County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from 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 and Billing Schedule and Performance Frequencies, 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 and Billing Schedule and Performance Frequencies.

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 O - Payroll Statement of Compliance**

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

Attention: Mr. Bill Hottran
County of Los Angeles, Department of Parks and Recreation
East Agency
265 Cloverleaf Drive
Baldwin Park, CA 91706

5.6.6 **County Approval of Invoices**

All invoices submitted by the Contractor for payment must have the written approval of the County's 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.

No invoice will be approved for payment unless the required subject documents identified hereinabove are included with the invoice.

5.6.7 Local Small Business Enterprises – Prompt Payment Program

Certified Local Small Business Enterprises (LSBEs) 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.

5.7 Cost of Living Adjustments (COLA's)

If requested by the Contractor, the contract (hourly, daily, monthly, etc.) amount may at the sole discretion of the County, be increased annually based on the most recent published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding the contract anniversary date, which shall be the effective date for any Cost of Living Adjustment (COLA). However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Where the County decides to grant a COLA pursuant to this paragraph for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this Contract) from the base upon which a COLA is calculated, unless the Contractor can show that his/her labor cost will actually increase. Further, before any COLA increase shall take effect and become part of this Contract, it shall require a written amendment to this Contract first, that has been formally approved and executed by the parties

6.0 ADMINISTRATION OF CONTRACT - COUNTY

<u>COUNTY ADMINISTRATION</u>

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

6.1 COUNTY'S PROJECT MANAGER

The role of the County's Project Manager is authorized to 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; however, in no event shall

Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

The County's 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 County in any respect whatsoever.

6.2 COUNTY'S CONTRACT PROJECT MONITOR

The role of the County's Contract Project Monitor is to oversee the day-to-day administration of this Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The County's Contract Project Monitor reports to the County's Project Manager.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

A listing of all of Contractor's Administration referenced in the following subparagraphs are designated in Exhibit F - Contractor's Administration. The Contractor will notify the County in writing of any change in the names or addresses shown.

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 meet and coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis.

7.2 APPROVAL OF CONTRACTOR'S STAFF

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

7.3 CONTRACTOR'S STAFF IDENTIFICATION

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

7.4 BACKGROUND AND SECURITY INVESTIGATIONS

7.4.1 Each of Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

7.4.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation

7.4.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

7.4.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.4 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 CONFIDENTIALITY

7.5.1 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.

7.5.2 Contractor shall indemnify, defend, and hold harmless 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 Sub-Contractors, to comply with this Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 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 to 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 make any admission, in each case, on behalf of County without County's prior written approval.

7.5.3 Contractor shall inform all of its officers, employees, agents and Sub-Contractors providing services hereunder of the confidentiality provisions of this Contract.

7.5.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G.

8.0 STANDARD TERMS AND CONDITIONS

8.1 CHANGE NOTICES AND AMENDMENTS

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

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

8.1.2 For any change which affects any other term or condition included in his Contract, or any changes in the Contractor's service requirements as set forth in Exhibit A that exceeds the annual contract amount plus ten percent (10%), excluding the provisions of Paragraph 5.7 (COLA) hereinabove, an Amendment shall be prepared therefore, executed by the Contractor, and thereafter by the County's Board of Supervisors.

8.1.3 The County's Board of Supervisors or Chief Executive Officer 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 County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Director.

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 County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this subparagraph, 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 delegatee or assignee on any claim under this Contract shall be deductible, at 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 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 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 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 person or 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 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, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by 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 County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

8.5 COMPLAINTS

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

8.5.1 Within ten (10) business days after the Contract 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's 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's Project Manager within five (5) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

8.6.1 In the performance of this Contract, 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 Contractor shall indemnify, defend, and hold harmless 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 Sub-Contractors, 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 to 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 K 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 subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of fifty thousand dollars ($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) 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 Sub-Contractor to perform services for the County under the Contract, the Sub-

Contractor shall also be subject to the provisions of this subparagraph. The provisions of this subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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

4. Contractor's violation of this subparagraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, 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 subparagraph 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 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. Contractors shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.

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

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 Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.

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

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

8.12.5 **Sub-Contractors of Contractor**

These terms shall also apply to Sub-Contractors of County 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 Sub-Contractors, if any, to post this poster in a prominent position in the Sub-Contractor'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 contracts 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 Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors.

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

8.16 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, County may make any necessary repairs. All costs incurred by County, as determined by 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 Change Notices and Amendments prepared pursuant to subparagraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of “original” versions of such documents.

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 Sub-Contractors), 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 subparagraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a Sub-Contractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor

and such Sub-Contractor, 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 Sub-Contractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term “Sub-Contractor” and “Sub-Contractors” mean Sub-Contractors 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 subparagraph 7.5 - Confidentiality.

8.23 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") 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 and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.24 GENERAL PROVISIONS FOR All INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.1 Evidence of Coverage and Notice to County

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

- Renewal Certificates shall be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall

match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000.00) dollars, and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Parks and Recreation
Attention: Contracts and Golf Division
301 N. Baldwin Avenue
Arcadia, CA 91007-2697

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

8.24.2 **Additional Insured Status and Scope of Coverage**

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

Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.3 **Cancellation of or Changes in Insurance**

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.4 **Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.24.5 **Insurer Financial Ratings**

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

8.24.6 **Contractor's Insurance Shall Be Primary**

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

8.24.7 **Waivers of Subrogation**

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

8.24.8 **Sub-Contractor Insurance Coverage Requirements**

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

8.24.9 **Deductibles and Self-Insured Retentions (SIRs)**

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

8.24.10 **Claims Made Coverage**

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

8.24.11 **Application of Excess Liability Coverage**

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

8.24.12 **Separation of Insureds**

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

8.24.13 **Alternative Risk Financing Programs**

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County Indemnities shall be designated as an Additional Covered Party under any approved program.

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

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

8.25 INSURANCE COVERAGE

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

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

8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than $1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos and the transport of mobile equipment pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If Contractor will provide leased employees, or,

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

8.25.4 **Unique Insurance Coverage**

- **Property Coverage**

  Contractors given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County Indemnities shall be named as an Additional Insured and Loss Payee on Contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

8.26 LIQUIDATED DAMAGES

8.26.1 If, in the judgment of the Director, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, 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. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If the Director, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Director, or his/her designee, deems are correctable by the Contractor over a certain time span, the Director, 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 Director, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b)

Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars ($100) per day per infraction, or as specified in the Pricing and Billing Schedule and Performance Frequencies, Exhibit B, 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 (c) 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 subparagraph 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 subparagraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or subparagraph 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 Sub-Contractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, 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 County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this subparagraph 8.28 when so requested by the County.

8.28.7 If the County finds that any provisions of this subparagraph 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 and Housing 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.

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 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, as set forth in Paragraph 8.34, Notices, and by facsimiles, electronic mail and telephone call as set forth herein:

	Notice to the County:	**Notice to the Contractor:**
Name:	Mr. Bill Hottran	Mr. David L. Melito
Phone:	(626) 369-1910	(818) 988-9696
Fax:	(626) 968-1372	(818) 988-4934
Email:	bhottran@parks.lacounty.gov	dmelito@conejocrest.com

8.31 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County's Project Manager any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager is not able to resolve the dispute, the Director, or his/her designee shall resolve it.

8.32 NOTICE TO EMPOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each Sub-Contractor 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 Sub-Contractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit L 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. The address to be used for any given notice served by mail upon the Contractor shall be: **Conejo Crest Landscape, Inc.,** Attention: **David L. Melito, 16435 Hart Street, Van Nuys, CA 91406**. Any notice served by mail upon the County shall be addressed to the **County of Los Angeles Department of Parks and Recreation,** Attention: **Contracts and Golf Division, 301 North Baldwin Avenue, Arcadia, CA 91007-2697**, or such other place as may hereinafter be designated in writing to the Contractor by the Director. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director, 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 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 subparagraph 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 Director. The County shall not unreasonably withhold written consent.

8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this subparagraph 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 subparagraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

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: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.38.4 In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this subparagraph relative to 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 of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 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 Sub-Contractor;
- 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, defend, and hold the County harmless with respect to the activities of each and every Sub-Contractor in the same manner and to the same degree as if such Sub-Contractor(s) were the 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 Sub-Contractor employees, providing services under this Contract. The Contractor is responsible to notify its Sub-Contractors of this County right.

8.40.6 The Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Sub-Contractor 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 Sub-Contractors 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 Sub-Contractor maintains all the programs of insurance required by the County from each approved Sub-Contractor. The Contractor shall ensure delivery of all such documents to:

County of Los Angeles
Department of Parks and Recreation
Attention: Contracts and Golf Division
301 N. Baldwin Avenue

Arcadia, CA 91007-2697

before any Sub-Contractor 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 subparagraph 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 subparagraph 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 subparagraph 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 the Director:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- 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 subparagraph 8.43.1, 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 subparagraph.

8.43.3 Except with respect to defaults of any Sub-Contractor, the Contractor shall not be liable for any such excess costs of the type identified in subparagraph 8.43.2 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 Sub-Contractor, and if such default arises out of causes beyond the control of both the Contractor and Sub-Contractor, 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 Sub-Contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the

required performance schedule. As used in this subparagraph, the term "Sub-Contractor(s)" means Sub-Contractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of this subparagraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this subparagraph 8.43, or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to subparagraph 8.42 - Termination for Convenience.

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

8.48 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 subparagraph 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.

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

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

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

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may

terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.53 TIME OFF FOR VOTING

The Contractor shall notify its employees, and shall require each Sub-Contractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every Contractor and Sub-Contractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

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 M 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 in Exhibit N, for the Employees' services provided to the County, including, without limitation, "Travel Time" as defined below at subsection 5 of this Subparagraph 9.1.2 under the Contract:

2. For purposes of this subparagraph, "Contractor" includes any Sub-Contractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any Sub-Contractor to perform services for the County under the Contract, the Sub-Contractor shall be subject to the provisions of this subparagraph. The provisions of this subparagraph shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of the

Contractor under the laws of California, and who is providing full-time or part-time services to the Contractor, which are provided to the County under the Contract. "Full-time" means a minimum of forty (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 thirty-five (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 the 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 the 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 and, the hourly wage rate paid, for each of its Employees. All certified monitoring reports shall be submitted on forms provided by the County (Exhibit O), 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 subparagraph, the County shall have the rights and remedies described in this subparagraph in addition to any rights and remedies provided by law or equity.

1. Remedies For Submission of Late or Incomplete Certified Monitoring Reports. If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

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

    b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that

the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of one hundred dollars ($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 fifty dollars ($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 subparagraph, 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 subparagraph 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 TERMINATION UPON TRANSFER OF TITLE, MAINTENANCE RESPONSIBILITY OR PARK CLOSURE

9.2.1 Notwithstanding any other provision of this Contract, the County reserves the right to transfer title, maintenance responsibility or close one or more of the facilities described in Section 2.0, "Facilities to be Maintained" of the Statement of Work, Exhibit A of this Contract (hereinafter, "Exhibit A, Section 2.0, Facilities to be Maintained").

9.2.2 In the event the County transfers title of the facilities described in Statement of Work, Exhibit A, Section 2.0, Facilities to be Maintained, to a governmental agency (assignee), the County reserves the right to:

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

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

9.2.3 In the event the County transfer's maintenance responsibility for all or a portion (s) of the facility(ies) described in Statement of Work, Exhibit A, Section 2.0 Facilities to be Maintain, the County reserved the right to:

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

2. Delete the transferred facility(ies) from the Contract or, provided there is consent by assignee, assign those portion(s) of the Contract dealing with the transferred facility(ies) to said assignee and reduce the sum of the Contract pro tanto. The County shall provide the Contractor with notice of deletion or assignment of said facility(ies) pursuant to this provision from this Contract; or

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

9.2.4 In the event the County closes one or more of the facilities described in Exhibit A, Section 2.0, "Facilities to be Maintained", the County reserves the right to:

1. Terminate this Contract upon the effective date of such closure(s). Upon the effective date of park closures(s), the Contractor shall immediately cease its operations, and within fifteen (15) days therefrom remove all items of its personal property, equipment and inventory. The County shall provide advance notice to the Contractor of such park closure(s); or

2. Delete the facility (ies) to be closed from the Contract and reduce the Contract sum pro tanto. Upon the effective date of park closure(s), the Contractor shall immediately cease its operations at said facility(ies), and within fifteen (15) days therefrom remove all items of its personal property, equipment and inventory. The County shall provide advance notice to the Contractor of such park closure(s).

9.3 EXTRAORDINARY INCIDENTS, ACTS OF GOD, THIRD PARTY NEGLIGENCE

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

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

9.4 PREVAILING WAGES

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

9.5 RIGHT OF ENTRY

In the event this Contract is suspended or terminated in whole or in part, by the Board of Supervisors, the Board of Supervisors may instruct the Director to assume the responsibility of said Contract, employ the necessary workers, purchase materials and supplies as may be necessary for the proper performance of the work contracted. For the purpose of satisfying and/or mitigating damages arising from a breach of this Contract, any excess costs as determined by the Director, arising therefrom over and above the compensation set forth within this Contract, may be charged against the Contractor.

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

If in the sole discretion or judgment of the Director, and in accordance with Paragraph 8.26, Liquidated Damages, of this Contract, the Contractor and/or its employee(s) are not properly performing the services required under this Contract, then the Contractor and/or all of its employees may be temporarily replaced by County personnel and payment to be made by the County may be suspended while the matter is being investigated. In addition, the total cost as determined by the Director, incurred by County personnel shall be deducted and forfeited from the monthly payment to the Contractor from the County.

9.6 COMPLIANCE WITH THE COUNTY'S SMOKING BAN ORDINANCE

This Agreement is subject to the provisions of the County's ordinance entitled Los Angeles County Code Title 17, Parks, Beaches, and Other Public Places, prohibiting smoking at County Parks ("Smoking Ban Ordinance") as codified in Sections 17.04.185 through 17.04.650 of the Los Angeles County Code.

10.0 ENFORCEMENT OF CONTRACT

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

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

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

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

11.0 ENTIRE CONTRACT

This document and the Exhibit(s) attached hereto constitute the entire contract between County and Contractor and its Sub-Contractors, if any for the park maintenance services to be provided for the Altadena Area Parks. All other agreements, promises and representations with respect thereto, other than those contained herein, are expressly revoked, as it has been the intention of the parties to provide for a complete integration within the provisions of this document, and the Exhibit(s) attached hereto, the terms, conditions, promises and covenants relating to the park maintenance services of the Altadena Area Parks. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render the other provisions thereof unenforceable, invalid or illegal. No change to this Contract shall be valid unless prepared pursuant to Section 8.1, Changes Notices and Amendments, and signed by both parties.

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

COUNTY OF LOS ANGELES

By _____
Hilda L. Solis
Chair, Board of Supervisors

ATTEST: LORI GLASGOW
EXECUTIVE OFFICER
CLERK OF THE BOARD OF SUPERVISORS
By _____, Deputy

CONTRACTOR

By _____
Conejo Crest Landscape, Inc.

78509

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

LORI GLASGOW
Executive Officer
Clerk of the Board of Supervisors
By _____
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____

Christina A. Salseda
Principal Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#28 JUN 28 2016

LORI GLASGOW
EXECUTIVE OFFICER

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On May 2, 2016, before me, **Dean C. Logan, the Registrar-Recorder/County Clerk of the County of Los Angeles**, personally appeared David Melito who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

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

By _____
Deputy County Clerk

EXHIBIT A

STATEMENT OF WORK
ALTADENA AREA PARKS
PARK MAINTENANCE SERVICES SPECIFICATIONS

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I. ADMINISTRATIVE SPECIFICATIONS

1.0 GENERAL REQUIREMENTS

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

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

1.3 The Contractor is hereby required to render and provide building and grounds maintenance services including, but not limited to the maintenance of turf, groundcover, shrubs, and trees; maintenance; repair and preparation of athletic areas; the pruning of trees and shrubs; providing weed and pest control; providing specified building custodial services; operating, repairing and maintaining irrigation systems and the maintenance of any appurtenant structures and equipment pursuant to specifications and frequencies established by the County of Los Angeles Department of Parks and Recreation, as set forth herein or revised by the County. The specific frequencies per site are identified in Exhibit B, Pricing and Billing Schedule and Performance Frequencies and govern the Contractors' completion of required operations.

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

1.5 The Contractor recognizes, that during the course of this Contract, other activities and operations may be conducted by County work forces and other contracted parties. These activities may include, but not be limited to, landscape refurbishment, irrigation system modification or repair, construction and/or storm related operations. The Contractor may be required to modify or curtail certain tasks and operations and shall promptly comply with any request therefor by the Director or designee.

1.6 The Contractor shall, during the hours and days of maintenance service, as identified in Section 7.0, Hours and Days of Maintenance Services, respond to all emergencies within two (2) hours of notification.

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

2.0 FACILITIES TO BE MAINTAINED

2.1 The facilities to be maintained under the provisions of this Contract are as follows and are specifically located at the addresses identified below:

Charles Farnsworth Park, 568 East Mount Curve Avenue, Altadena, CA 91001
Loma Alta Park, 3330 North Lincoln Avenue, Altadena, CA 91001
Charles White Park, 77 Mountain View Street, Altadena, CA 91001
Monument Park (Altadena Triangle), SW Corner Lake Ave. & Altadena Drive, Altadena, CA 91001

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

2.2 The Contractor acknowledges personal inspection of the facilities and the surrounding areas and has evaluated the extent to which the physical condition thereof will affect the services to be provided. The Contractor accepts the premises in its present physical condition, and agrees to make no demands upon the County for any improvements or alterations thereof.

3.0 CERTIFICATIONS/REPORTS

3.1 Payroll and Prevailing Wage Report

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

3.2 Maintenance Function Report

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

3.3 Certification of Specialty Type Maintenance

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

a. Quantity and complete description of all commercial and organic fertilizer(s) used.

b. Quantity and label description of all grass seed used.

c. Quantity and complete description of all soil amendments used.

d. A valid licensed California Pest Control Advisor's recommendations and copies of corresponding Agricultural Commissioner's Pesticide Use Reports signed by a licensed California Pest Control Operator for all chemical, disease and pest control work performed. The report shall be accompanied by a listing of each material used, quantity used, the location of use, the date used, the person responsible for the report, the applicator's name and the license number under which the applicator was operating.

3.4 Certified Monitoring Reports for Living Wage Program

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 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.

4.0 ADDITIONAL WORK

4.1 As authorized in Section 8.1, of the Contract, Change Notices and Amendments, the Director or designee may at his discretion, modify the Contractor's On-Going Maintenance Task and Schedule when such work arises out of extraordinary incidents such as vandalism, Acts of God, and third party negligence; or services required due to new or the modification of existing facilities or recreation programs.

4.2 Prior to performing any additional work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. No work shall commence without a written authorization from the Director or designee.

4.3 Notwithstanding the above authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the Director or designee may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. However, within twenty-four (24) hours after receiving a verbal authorization, the Contractor shall submit a written estimate to the Director or designee for approval.

5.0 SAFETY

5.1 The Contractor agrees to perform all work outlined in this Contract in such a manner as to meet all accepted standards for safe practices during the maintenance operations and to safely maintain stored equipment, machines, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all local, County, State or other legal requirements including but not limited to, full compliance with the terms of the applicable O.S.H.A. and CAL-O.S.H.A, and Safety Orders at all times so as 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 date inspected and action taken.

5.2 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 Director or designee shall be notified immediately of any unsafe condition(s) that requires major correction. The Contractor shall be responsible for making minor corrections including, but not limited to; filling holes in turf areas and paving, using barricades or traffic cones to alert patrons of the existence of hazards, replacing valve box covers, and securing play apparatus so as 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 the County in the investigation of any accidental injury or death occurring on the premises, including a complete written report thereof to the Director or designee within five (5) days following the occurrence.

6.0 CONTRACTOR’S STAFF

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

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

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

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

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

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

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

7.0 HOURS AND DAYS OF MAINTENANCE SERVICES

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

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

7.2 The Contractor shall provide adequate staffing to perform the required maintenance services during the prescribed hours, seven (7) days per week. Any changes in the days and hours of operation prescribed above shall be subject to approval by the Director or designee.

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

8.0 MAINTENANCE SCHEDULES

8.1 The Contractor shall, within ten (10) days after the effective date of this Contract, submit a facility work schedule to the Director or designee for review and approval. Said work schedule shall be set on an annual calendar identifying and delineating the time frames for the required functions by the day of the week, morning and afternoon. In addition, the Contractor shall notify the Director or designee, in writing, at least two (2) weeks prior to the scheduled date and time for the eradication of rodents pursuant to Section 36 of the Statement of Work.

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

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

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

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

9.0 INTERPRETATION OF MAINTENANCE SPECIFICATIONS

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

9.2 The Disputes Review Panel will be appointed by the Director or designee and will be composed of not less than three (3) County personnel having experience in the administration of park maintenance services contracts. The panel will convene within one (1) week of appointment in order to hear all matters related to the dispute. The hearing will be informal and formal rules of evidence will not apply. The Panel will submit its recommendation to the Director or designee, for his consideration, within one (1) week following the conclusion of the hearing. The Director or designee shall render an interpretation based upon his review of the Panel's recommendation.

10.0 SIGNS/IMPROVEMENTS

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

11.0 UTILITIES

The County shall pay for all utilities with the exception of the telephone. However, water usage shall not exceed an amount required to comply with irrigation schedules established by the Director or designee. 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 Director or designee prior to actual deduction to allow for explanations.

12.0 RESPONSES, INQUIRIES, AND COMPLAINTS

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

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

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

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

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

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

13.0 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.

14.0 USE OF CHEMICALS

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

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

14.1.2 If the Contractor does not possess a valid Pest Control Advisor's License with appropriate categories, the Contractor, upon written consent of the Director or designee per Paragraph 8.40, Subcontracting, of the Contract, may subcontract this service.

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

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

14.1.5 In addition to the remedies provided heretofor, this Contract may be terminated per paragraph 8.43, Termination for Default, of the Contract upon the Contractor's failure to correct deficiencies in a timely manner.

14.2 A listing of proposed chemicals to be used including: commercial name, application rates, and type of usage shall be submitted to the Director or designee for approval at the commencement of the Contract. No work

shall begin until written approval of use is obtained from the Director or designee.

14.3 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.

14.4 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 three (3) years. The Contractor shall provide a chemical use report (site specific) with monthly billing. A copy of the Pest Control Advisor recommendation for each application (site specific) shall be provided to the County Contract Project Monitor and applicator prior to each application. This shall be in addition to the copy of the usage summary that is provided to the Agricultural Commissioner.

14.5 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 of Los Angeles Department of Parks and Recreation.

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

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

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

15.0 NOISE ORDINANCE

Contractor shall not prepare for or initiate any operations or use any equipment before 7:00 a.m. that would violate local noise ordinances or noise reduction needs.

16.0 GREEN INITIATIVES

Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits. Contractor shall purchase, store and use environmentally and human friendly products that are compatible with products used by County. County shall determine compatibility and approve Contractor's products prior to their use.

17.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.15, County's Quality Assurance Plan.

17.1 Contract Discrepancy Report (SOW Technical Exhibit 1 of Appendix B)

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. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Project Monitor within five (5) calendar 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 five (5) calendar days.

17.2 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.

PART II. ON-GOING MAINTENANCE TASKS

The specific frequencies per site are identified in Exhibit B of the Contract, Pricing and Billing Schedule and Performance Frequencies, and govern the Contractor's completion of required operations.

<u>GROUP I - MOWING</u>

18.0 MOWING

18.1 Mowing operations shall be performed in a workmanlike manner that ensures a smooth surface appearance without scalping or allowing excessive cuttings to remain. This includes the safe operation of equipment as determined by the Director or designee and within the manufacturer's guidelines.

18.2 Turf shall be mowed with a reel-type mower equipped with rollers or a rotary-type deck and shall be configured so that the outer edges of the blade shall extend 18" to 24" beyond the outer edge of the wheel. The mower shall be equipped with mulching blades.

18.3 All equipment shall be adjusted to the proper cutting heights and shall be adequately sharpened.

18.4 Mower blades shall be sharpened weekly.

18.5 Mowing height shall be no less than ¾ inch and may be set as high as 4 inches with normalcy based upon turf species and site conditions. Mowing heights may vary for special events and conditions. Heights shall be determined by the Director or designee.

18.6 Mowing operation shall be on a schedule that is acceptable to the Director or designee.

18.7 Walkways shall be cleaned immediately following each mowing so that no clippings create a hazardous condition.

18.8 Mowing of turf at each park facility shall be completed in one operation.

19.0 GROUP I SITE INSPECTION AND REPORTING - MOWING

19.1 Prior to initiating a mowing operation, the site is to be inspected by a knowledgeable and responsible employee, who will determine the practicality of initiating the operation. Litter is not to be shredded by mowers, glass bottles are not to be driven over and broken, and excessively wet turf areas are not to be driven across. Damaged sprinkler heads and valve box covers are to be immediately responded to.

19.2 If a mowing 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.

20.0 GROUP I MANAGEMENT/SUPERVISION - MOWING

20.1 The Contractor has the responsibility of providing fully trained and qualified personnel as well as mowing and transport equipment that is properly maintained.

20.2 This staff's activity is to be closely monitored to detect operational irregularities and non-compliance with contractual requirements. It is the Contractor's executive, management, and supervisory staff's responsibility to see that the organization daily oversees the activities of its staff, throughout the range of its activities, and does not delay, ignore, or otherwise limit contractual obligations to a task, site, or operational request from the Director or designee or his agents.

20.3 The Contractor's crew leader and operational staff, as well as their supervisory and management staff, shall be fully versed in the operational mandates and time lines. An outline of the task requirements, schedule, and time lines shall be kept with each operating crew.

GROUP II – GENERAL LANDSCAPE MAINTENANCE

21.0 MECHANICAL EDGING

21.1 All turf edges, including designed edges in flowerbeds, shall be kept neatly edged and all grass invasions must be eliminated.

21.2 All turf edges, including but not limited to: sidewalks, patios, drives, curbs, shrub beds, flower beds, groundcover beds, around tree bases, and along lakes and streams shall be edged to a neat and uniform line.

21.3 Mechanical edging of turf shall be completed as one operation in a manner that results in a well-defined, V-shape edge that extends into the soil. Such edging shall be done with a power edger with a rigid blade.

21.4 All turf edges shall be trimmed or limited around: sprinklers to provide optimum water coverage, valve boxes, meter boxes, backflow devices, park equipment and other obstacles.

21.5 All groundcover and flower bed areas where maintained next to turf areas shall be kept neatly edged and all grass invasions eliminated.

21.6 Walkways shall be cleaned immediately following each mechanical edging to remove accumulated debris and limit hazardous conditions.

22.0 WEED REMOVAL

22.1 All grass-like type weeds, morning glory or vine-weed types, ragweed or other underground spreading weeds shall be kept under strict control.

22.2 Methods for removal of weeds can incorporate one or all four of the following:

a. Hand removal (Mechanical)
b. Cultivation
c. Chemical Eradication
d. Mulching

22.3 Remove or control all weeds and grasses from the following areas: beds, planters, walkways, ball diamonds, hard court areas, picnic pavilions, drainage areas, play areas, patios, expansion joints in all hard surface areas, driveways, roadways, parking lots, drainage areas, slopes and hillsides, bare areas, and undeveloped areas.

22.4 Remove all weeds, mechanically, from shrub beds, planters, and other cultivated areas.

22.5 Weeds treated with a contact weed chemical shall be left in place for a minimum of seven (7) days. If kill is not complete, additional application(s) shall be made, at no additional cost to the County, until target species are eliminated.

22.6 Weeds treated using a systemic chemical shall be left in place per manufacturer's recommendation. If kill is not complete by the time specified in the manufacturer's recommendation a second application, at no additional cost, shall be made.

22.7 After complete kill, all dead weeds shall be removed from the areas.

22.8 Spot treat with a portable sprayer or wick wand using an effective herbicide applied per manufacturer's recommendation. Water shall not be applied to treated areas for forty-eight (48) hours after each application.

23.0 LITTER CONTROL

23.1 Complete policing and litter pickup to remove paper, rocks, glass, trash, undesirable materials, including fallen tree branch(es) that could fit in the bed of a mini-truck and be handled by one person, without reduction, siltation and other accumulated debris upon the hard surfaces, developed, bare and undeveloped areas to be maintained, including but not limited to: walkways, roadways, service yards, between and around planted areas, steps, planters, drains, stream beds, areas on slopes from the toe or top of slope to ten feet up or down the slope adjacent to developed areas, catch basins, play equipment, sand/woodchips areas and turfed areas.

23.2 Complete policing, litter pickup and supplemental hand sweeping of parking lot corners and other parking lot areas inaccessible to power equipment shall be accomplished to ensure a neat appearance.

23.3 Complete removal of floating debris and litter in lakes and/or streams.

23.4 Litter pickup shall be completed as early in the day as possible, but in no case later than 10:00 a.m.

23.5 Litter shall be removed from all riding and hiking trails and ten feet (10') on either side of trails.

23.6 Litter shall be removed from developed irrigated slope areas and undeveloped areas (10 feet out, up or down) adjacent to developed areas or roadways.

23.7 Litter picked up on site shall be placed in trash bins and not in trash containers.

24.0 TRASH CONTAINERS

24.1 Exterior trash containers shall be emptied prior to 10:00 a.m. and all materials shall be placed in appropriate trash bin(s).

24.2 Receptacles shall be conveniently located for public use, and returned daily to such locations if receptacles are displaced by third parties.

24.3 Containers or related appurtenances shall be cleaned, and painted to avoid concentrations of insects and not detract from the overall appearance of the area.

24.4 Containers shall be painted and stenciled as needed.

24.5 Containers shall be fifty-five (55) gallon drums.

25.0 TRASH BIN REMOVAL

25.1 All trash and accumulated debris shall be placed in appropriate designated trash bin(s) daily at the trash bin(s) at Charles Farnsworth Park.

25.2 A designated storage area will be provided for the trash bin(s).

25.3 Contractor shall be responsible for providing all necessary trash bins; and off-site removal of all trash and accumulated debris to an approved disposal site.

25.4 Trash trucks shall not be permitted on park turf areas.

26.0 RAKING

Accumulation of leaves shall be removed from all landscaped areas including beds, planters, and turf areas under trees and placed in appropriate trash bin(s).

27.0 PRUNING AND HEDGE TRIMMING

27.1 <u>Clearance</u>

a. Maintain trees to achieve an eight foot (8’) clearance for all branches within the developed park area and fifteen feet (15’) clearance for branches overhanging beyond curb line into the paved section of roadways and hiking and riding trails. Prune all plant materials where necessary to maintain access and safe vehicular and pedestrian visibility and clearance and to prevent or eliminate hazardous situations.

b. All wounds one inch (1”) in diameter or over shall be painted with asphaltic base tree paint immediately after pruning.

c. Shear fence lines to limit growth to just outside of chain link fabric.

27.2 Trim designated formal plant materials to maintain formal hedges and topiary work.

27.3 Plant ties shall be checked frequently and either retied to prevent girdling or removed along with the stakes when no longer required.

27.4 Remove all new growth on trees up to the appropriate height clearances.

27.5 Remove all dead shrubs and trees. Trees to be removed shall have a caliper of three inches (3") or less measured six inches (6") above the ground level.

27.6 Staking and tying

a. Replacement of missing or damaged stakes where the tree diameter is less than three inches (3").

b. Stake in those cases where tree has been damaged and requires staking for support.

c. Stake new trees or recently planted trees which have not previously been staked.

d. Materials

1. Tree stakes, two (2) per tree, shall be pentachlorophenol treated lodge pole pine, not less than eight feet (8')in length for five (5) gallon size trees, not less than ten feet (10') for fifteen (15) gallon trees.

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

3. Hose for covering wire shall be either new or used garden hose at least one-half inch (1/2") in diameter (hose ties should allow for minimum of three additional inches (3") of clearance beyond the diameter of the branch or trunk being secured).

4. Stakes will not be placed closer than eight inches (8") from the bark.

27.7 Groundcover

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

27.8 Damaged trees shall be staked and tied within twenty-four (24) hours. Replacement stakes or new staking shall be completed within five (5) days.

27.9 Remove and place in appropriate trash bin(s) all clippings the same day that plant materials are pruned or trimmed.

28.0 SWEEPING

28.1 Check concrete areas for cracks, crevices and deterioration and notify the Director or designee in writing within twenty-four (24) hours. Contractor shall take immediate action to place barricade(s) or other device to eliminate entry to the hazard area.

28.2 Walkways, steps, hard court areas, picnic pads, picnic shelters and patios shall be swept, including but not limited to: the removal of all foreign objects from surfaces such as gum, grease, paint, graffiti, broken glass, etc.

28.3 Methods for sweeping of designed areas can require one or all of the following:

a. Power pack blowers
b. Vacuums
c. Brooms
d. Push power blowers

28.4 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. The Contractor shall not use any power equipment prior to 7:00 a.m. Further, any schedule of such operations may be modified by the Director or designee in order to insure that the public is not unduly impacted by the noise created by such equipment.

28.5 Supplemental hand sweeping of parking lot corners and other parking lot areas are required in those areas inaccessible to power equipment.

28.6 Sweeping operation of the hard court areas, including, but not limited to tennis courts, in conjunction with washing, shall not be performed on the same day. One operation shall be performed at the beginning of the week and the other operation at the end of the week (i.e. sweeping performed on Monday or Tuesday and washing performed on Thursday or Friday.)

29.0 WASHING

29.1 Tennis Courts/Hard Court Areas/Walk Ways

Washing operation of the hard court areas and walk ways, including but not limited to tennis courts, in conjunction with sweeping shall not be performed on the same day. One operation shall be performed at the beginning of the week and the other operation at the end of the week (i.e. sweeping performed on Monday or Tuesday and washing performed on Thursday or Friday.)

29.2 Picnic Table Pads, Shelters, Patios and Designated Hard Surface Areas.

The above shall be thoroughly washed (cleaned) to remove accumulated materials.

29.3 Patio Areas used for Food Service

Patio Areas used for food service shall be washed (cleaned) to remove accumulated materials before 10:00 a.m.

29.4 In case of drought, as instructed by the Director or designee, Contractor shall use water broom to wash tennis courts/basketball courts, picnic table pads, shelters, kitchen, and patio areas used for food service.

30.0 GRAFFITI ERADICATION AND CONTROL

30.1 Graffiti eradication and control shall include all surfaces to the following areas as noted:

Exterior

a. All exterior wall surfaces
b. Park signs and park fountains
c. Wooden bridges and play structures
d. Picnic pavilions, patios, tables and slabs
e. Restrooms and comfort stations – all exterior walls, window and door surfaces
f. County Service Yard and buildings
g. Concrete and block walls
h. Concrete walks throughout the park
i. Curbs in parking lots and on streets and driveways
j. Trash containers
k. Doors
l. Other surfaces within the park

Interior

a. Park offices, meeting rooms, and storage rooms.

b. Restrooms and comfort stations – all interior walls, doors, cabinets and windows.

30.2 All materials and processes used in graffiti eradication shall be non-injurious to surfaces and adjacent park property, and approved by CAL-O.S.H.A.

30.3 Appropriate surface preparation shall be made on painted walls, and paint applied shall be the exact shade of color as existing paint, unless otherwise specifically approved by the Director or designee.

30.4 The Contractor shall use special care and attention when removing graffiti from treated or sealed surfaces. Such surfaces shall not be painted. The Contractor shall use materials, and methods of application, as provided and approved by the Director or designee.

30.5 The Contractor is not required to sandblast walls or walkways.

30.6 The Contractor shall clean spills, spatters, and runs from graffiti removal operations as part of each operation.

31.0 SAND/WOODCHIPS PLAY AREAS/PLAYGROUND EQUIPMENT

31.1 All playground sites and equipment shall be inspected at the start of each workday and before 8:00 a.m. The Contractor shall complete a daily written report as prescribed by the County for each play area on a Daily Facility/Equipment Inspection Report form provided by the Director or designee.

31.2 The Contractor shall sign, date, and send, via facsimile, each Daily Facility/Equipment Inspection Report to the Director or designee prior to 2:00 p.m. on the date of the actual inspection.

31.3 Any play area component (condition or portion of a play area) showing signs of wear, fatigue, or otherwise presenting an unsafe condition shall be reported immediately to the Director or designee upon detection. Written comments describing unsafe conditions shall also be included in the Daily Facility/Equipment Inspection Report.

31.4 All playground sites and equipment shall be neatly groomed at the start of each workday and before 8:00 a.m.

31.4.1 The entire sand/woodchips area shall be cleaned, raked to a depth of five inches (5”) and raked level. All foreign and hazardous materials shall be removed. All sand/woodchips play

areas shall be maintained free of weeds, litter, cans, pop tops, broken glass, and other harmful and unsightly debris.

31.4.2 Special attention shall be made to low and “dished out” sand/woodchips areas around play equipment. These sand/woodchips areas shall be leveled by distributing sand/woodchips from high areas to low areas.

31.4.3 During the leveling and distribution of sand/woodchips, no concrete footing shall be exposed. Each footing shall be covered to provide adequate cushioning and prevent tripping.

31.4.4 During regular maintenance, the raking and filling of depressions shall be done in a manner to prevent material compaction.

31.4.5 The sand/woodchips fall zone areas are considered to be locations eight feet (8’) around and below the play area. These areas shall have a cushioning potential of twelve inches (12”). In order to achieve this cushioning requirement, the Contractor shall provide roto-tilling in all fall zone areas. The Contractor shall notify the Director or designee as soon as possible if the twelve inch (12”) cushioning cannot be achieved.

31.4.6 Cushioning to twelve inches (12”) means the loosening of surface material to absorb the shock from play activity.

31.5 Equal access play areas and their resilient surfaces shall be thoroughly swept to remove sand/woodchips, silt and debris following each litter and debris removal. Any cracks, tears, rips or holes shall be reported immediately to the Director or designee upon detection. Written comments describing unsafe conditions shall also be included in the Daily Facility/Equipment Inspection Report.

32.0 PICNIC AREAS/SHELTERS

Daily Operations

32.1 Picnic tables, benches, slabs, braziers, and trash containers and receptacles shall be spot cleaned and sanitized to ensure safe use by the public.

32.2 Picnic tables and benches shall be checked for graffiti, carvings, looseness of planks or braces, cleanliness and general need of repair.

32.3 Picnic tables, cooking grills, braziers, fireplaces, sinks, food preparation surfaces and fire rings shall be inspected for safety hazards and general need of repair.

32.4 The Contractor's observation of safety hazards or the general need of repair of braces, braziers, picnic tables, cooking grills, fireplaces, sinks, food preparation surfaces and fire rings shall be immediately reported to the Director or designee.

32.5 Ashes, partially burned charcoal, garbage and leftover food in and around cooking and picnic facilities and fire rings shall be removed.

32.6 The entire picnic area, including shelters, shall be kept free of broken glass, can, pop-tops, paper, etc.

32.7 Empty all trash containers.

32.8 Sweep entire floor.

Weekly Operations

32.9 Clean and sanitize all pads, benches, walls, splashboards, cupboard doors, stoves, dispensers, sinks, trash containers and food preparation surfaces. Note that special care is to be taken in the selection of products used in the food preparation areas. Remove all tacks, staples, strings, and other objects.

32.10 Thoroughly clean, wet mop, and disinfect floors taking care to clean corners and around other obstacles.

33.0 DRINKING FOUNTAIN MAINTENANCE

33.1 The Contractor shall maintain all interior and exterior drinking fountains by performing the following daily operations:

a. Drinking fountains shall be cleaned and disinfected

b. Leaking fixtures, clogged or stopped up drains and damaged fountains that cannot be repaired by tightening the fixture to stop the leak, unclogged by using a "plumber's helper" or a short snake to clear the drain, shall immediately be reported to the Director or designee orally and thereafter in writing. For leaking fixtures that cannot be stopped as indicated in this Subparagraph, the water valve shall be turned off.

33.2 The County shall be responsible for the repair or replacement of drinking fountains and fixtures. Additional compensation may be authorized, at the discretion of the Director or designee, for the Contractor to perform said work.

34.0 AERIFICATION

34.1 Aerate all turf areas by using a device that removes cores to a depth of two (2) inches at not more than six (6) inch spacing.

34.2 Turf aerification shall be accomplished during the period of April through November, at the frequency established in the Pricing and Billing Schedule and Performance Frequencies, Exhibit B to the Contract.

35.0 FERTILIZATION

35.1 All fertilizer/micronutrients shall be approved by the Director or designee prior to application.

35.2 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.

35.3 All turf areas shall receive no 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 4-1½ -2.

35.4 Application of topdressing shall proceed after the shatter tine aeration.

35.5 Areas shall be fertilized utilizing ratios and mixtures recommended by the Director or designee at the rate of application per the manufacturer's recommendation.

35.6 Fertilization to occur as scheduled by the Director or designee for the period following broadleaf eradication.

36.0 RODENT CONTROL

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

36.2 Effects of rodent activity: holes, mounds, etc. shall be backfilled, removed or raked level before mowing the facilities.

36.3 Infestation eradication means the elimination of all rodents present at the time of treatment. If the kill is not complete within forty-eight (48) hours, the area shall be retreated, at the Contractor's expense, until eradication is complete.

37.0 SWALES AND DRAINS

37.1 The Contractor shall maintain all swales and drains in an operable condition, and free of siltation and debris so that water will have an unimpeded passage to its outlet, by performing the hereinafter specified operation and all other work incidental thereto.

37.2 Swales shall be inspected and kept clear of all silt, debris and litter.

37.3 Drains and collection boxes shall be cleaned and cleared of all debris.

37.4 Drain grates shall be inspected to restrict hazards. The Contractor shall immediately inform the Director or designee of any broken or missing grates, and secure same to keep area safe for public use.

38.0 SERVICE YARD AND STORAGE AREA

38.1 Service yard and storage areas must be swept daily and kept clean of all debris.

38.2 Undesirable materials, including but not limited to trash, accumulated debris, equipment that is no longer usable for the purpose it was intended for, shall be removed from the service yard and storage area(s).

38.3 The County, at its discretion, may provide storage and office facilities for the Contractor's use within the premises. In such case, the Contractor is prohibited from use of said facility for the conduct of any of its business interests that are outside the scope of this contract.

a. The storage area or office facility shall not be used for human habitation, other than a night watchman or patrolman as specifically approved by the Director or designee.

b. The Contractor, at its own risk, may store equipment and materials required for maintenance of the premises in said facility. However, the Contractor must, at all times, employ the use of safety standards and handling procedures as are applicable to such equipment and materials.

38.4 The Contractor shall not dispose of hazardous materials on the premises. All such hazardous materials collected on the premises shall be properly stored on a temporary basis, thereafter to be disposed of by the Contractor at an approved disposal site.

38.5 Damage or loss to the Contractors equipment, materials and/or personal property shall be at the Contractor's sole risk and expense. The Contractor hereby agrees to hold the County harmless and waive any claims for damage for loss of use of any equipment, materials and/or property that may occur at County provided storage facilities.

39.0 DOG WASTE STATIONS

39.1 The Contractor shall maintain dog waste stations by performing the following daily operations:

a. Dog waste stations shall be cleaned and disinfected.

b. The Contractor shall replenish dog waste bags prior to 8:00 a.m.; County will provide the dog waste bags.

c. The Contractor shall empty the Dog waste receptacles prior to 8:00 a.m. Trash can liners/trash bags are to be provided by the contractor.

39.2 The County shall be responsible for the repair or replacement of dog waste stations and fixtures. Additional compensation may be authorized, at the discretion of the Director or designee, for the Contractor to perform said work.

40.0 GROUP II SITE INSPECTION AND REPORTING – GENERAL LANDSCAPE MAINTENANCE

40.1 Prior to proceeding with any Group II tasks, the site is to be inspected by a knowledgeable and responsible employee, who will determine the practicality of initiating the operation.

40.2 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.

41.0 GROUP II MANAGEMENT/SUPERVISION – GENERAL LANDSCAPE MAINTENANCE

41.1 The Contractor has the responsibility of providing fully trained and qualified personnel as well as appropriate materials, supplies and equipment.

41.2 This staff's activity is to be closely monitored to detect operational irregularities and non-compliance with contractual requirements. It is the Contractor's executive, management, and supervisory staff's responsibility to see that the organization daily oversees the activities of its staff, throughout the range of its activities, and does not delay, ignore, or otherwise limit contractual obligations to a task site or operational request from the Director or designee or his agents.

41.3 The Contractor's crew leader and operational staff, as well as their supervisory and management staff, shall be fully versed in the operational mandates and time lines. An outline of the task requirements, schedule, and time lines for each facility shall be kept with each operating crew.

41.4 The Contractor's executive, management, or supervisory staff 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 staff.

GROUP III – SPORTS FIELD MAINTENANCE

42.0 SPORTS FIELD MAINTENANCE

All ball field areas within the premises shall be maintained at a level that insures a safe playing condition. Said ball fields, including appurtenant backstops, fencing, bleachers and walkways shall be inspected daily and the Director or designee informed immediately thereafter, of any hazardous conditions thereat, or of any supplemental needs therefore.

42.1 On-Going Ball Field Preparation

The following progression is necessary to prepare a ball field for each day's play:

a. The home plate, pitchers mound, 1st, 2nd, and 3rd base areas surface materials shall be loosened, raked, shaped, and the areas leveled. The surface material that has worked away from these areas must be replaced and tamped down firmly.

b. All other depressions in the skinned area should be graded level and tamped down firmly.

c. Lightly water the skinned portion of the infield and the drag and level with a Maxwell Steel Planner Drag or its equal, to break the crust and regrade the infield.

d. Give the skinned areas a finished surface with a drag mat. Said drag, similar to a metal foot scraper constructed of heavy interwoven metal squares, is used to provide a finished surface. If a vehicle is used to tow the drag mat, a light utility vehicle must be use, make sure that the speed is low enough to prevent the surface material from being thrown into the outfield grass or out of the skinned areas. Particular care shall be given to the transition zone between grass and skinned area surface so that it is smooth.

e. After smoothing the surface with the drag mat, small pebbles and other debris, shall be removed.

f. The skinned portion of the diamond shall be thoroughly watered with the proper amount of water to provide a suitable condition for play. As a rule, after about ½ hour of watering, the appearance of small water bubbles should indicate sufficient watering. In the watering of the diamond, the

correct procedure is to water away from the body with the hose to the rear. Do not walk on the watered areas.

g. As the field dries, clean and wash down dugouts, bleachers, concrete pads, and walks around the diamond. Make sure that the runoff from this operation does not create hazardous or unplayable conditions in the area.

h. Make sure that the base pegs, pitching rubber, quick couplers, valve box covers and sprinkler heads are visible.

42.2 Periodic Maintenance Operations

a. The berm buildup that is created from play and the dragging operations shall be regularly raked level to ensure a smooth transition between the skinned portion of the infield and the grass portion of the outfield.

b. Turf and weed encroachment shall be prevented within the skinned portion of the ballfield.

c. A smooth line shall be kept between the turf grass and skinned portion of the ballfield by either mechanically edging or chemical application.

d. Seasonally excessively wet diamonds may require the working of the skinned area until it is dry enough to prepare for play. Acceptable techniques shall be utilized to provide a playable diamond. If rain has stopped, and water is standing on the diamonds, Contractor shall broom, squeegee, absorb, or otherwise remove standing water from the skinned portion of the diamond to help dry it for play.

e. A soil sterilant or herbicide shall be applied under all the fencing that does not have concrete mow strips.

f. Foul lines and out-of-bound lines that extend into turf areas shall be burnt in on a regular basis to ensure their visibility.

42.3 Scheduling of Maintenance Operations

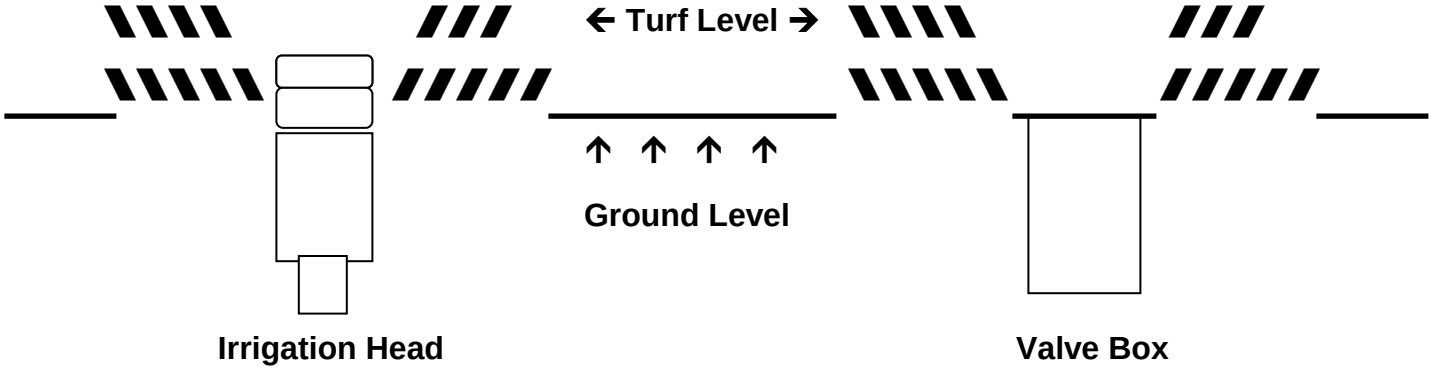
Ball field shall be prepared daily in compliance with the schedule of recreation use as set forth by the Director or designee. Said schedule shall be prepared by the appropriate recreation staff and forwarded by the County Contract Project Monitor to the Contractor.

42.4 In the event that the Contractor elects to use power equipment to complete such operations, the Contractor shall be subject to local ordinances regarding noise levels. The Contractor shall not use any power equipment prior to 7:00 a.m. Further, any schedule of such operations may be modified by the Director or designee in order to insure

that the public is not unduly impacted by the noise created by such equipment.

42.5 Detailing Sports Field Areas

Sports fields shall be mechanically detailed with a weed eater or similar device on a weekly basis. The grass shall be trimmed even with the top of the sprinkler head or waive box so that the soil is not “dished” around the heads or boxes and no hazard is created or allowed to exist. Detailing should be done according to the following illustrations:



42.6 Horseshoe Pit Maintenance

Horseshoe Pits shall have their pegs properly oriented and placed. Eroded pit materials shall be returned to the pit and graded so that water applied to its surface will run away from the pit. Ball diamond “mound mix” only will be used as pit material.

42.7 Equestrian Arena Maintenance Operations

42.7.1 Daily Operations

a. All areas shall be maintained at a level that ensures a safe condition. Equestrian Arena includes all wood and metal fencing, surrounding turf, trees, shrubs, groundcover, irrigation system, horse-drinking troth, entrance arena, and all surface areas of dressage, exercise, groom, and congregation of horses. Inspections shall be made daily prior to 7:00 AM, and the Director or designee shall be informed immediately thereafter of any hazardous conditions thereat, or any supplemental needs thereof. Unless otherwise specified, all contract specifications of this contract which govern the contractor’s completion of required obligations shall apply to Equestrian Arena maintenance.

b. All horse feces shall be scooped-up, placed into a double-plastic bag, tied closed, and disposed of with normal trash

dumpster waste. This shall be accomplished prior to 8:00 AM and again before 1:30 PM.

c. Fifty-five (55) gallon trash cans shall be emptied and placed outside of all perimeter fence areas of the Equestrian Arena.

d. Fill the horse-water troth 1/3 of the way from the bottom of troth.

e. Lightly water all surface areas of the dressage, exercise, groom, and congregation of horses, and then drag and level with a steel drag mat acceptable to the Director or designee. A light utility vehicle must be use, acceptable to the Director or designee, such as a John Deere Gator, shall be used to drag the surfaces.

f. After smoothing the surface with the drag mat, small pebbles and other debris shall then be removed.

g. Special attention shall be given to the metal fence railing that surrounds the large interior oval ring. The build-up of sand at the base and under said railing is to be leveled with the use of an aluminum landscape rake.

h. It is important to note that once the leveling process described in subsections (e), (f), and (g) above is completed, the interior and exterior of the fence and arena areas should be at the same flat surface level.

i. Low spots or locations of surface indentation shall be leveled using hand tools, such as shovels, aluminum landscape rakes, steel-bow rakes, etc.

j. The Contractor shall make every effort to keep all areas in the Equestrian Arena in a level condition.

k. No pesticide use is permissible within the areas designated for dressage, exercise, and congregation of horses.

42.7.2 Weekly Operations

a. The Contractor shall mechanically remove all weeds in all surface areas of dressage, exercise, groom and congregation of horses.

b. The Contractor shall clean the horse water troth and remove all leaves, debris, and any other foreign matter. Cleaning solvents or cleansers are not permissible.

c. The Contractor shall check and inspect all irrigation components to ensure proper coverage and operability.

d. The Contractor shall monitor the irrigation-watering schedule as follows, unless otherwise instructed by the Director or designee:

- Watering shall be seven (7) days per week
- Twice per day: first watering 6:00 AM, second watering 1:00 PM.
- Cycle run time: four (4) minutes per station.

43.0 GROUP III SITE INSPECTION AND REPORTING – SPORTS FIELD MAINTENANCE

43.1 Prior to proceeding with sports field maintenance operations, the site is to be inspected by a knowledgeable and responsible employee, who will determine the practicality of initiating the operation.

43.2 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.

44.0 GROUP III MANAGEMENT/SUPERVISION – SPORTS FIELD MAINTENANCE

44.1 The Contractor has the responsibility of providing fully trained and qualified personnel as well as appropriate materials, supplies, and equipment.

44.2 This staff's activity is to be closely monitored to detect operational irregularities and non-compliance with contractual requirements. It is the Contractor's executive, management, and supervisory staff's responsibility to see that the organization daily oversees the activities of its staff, throughout the range of its activities, and does not delay, ignore, or otherwise limit contractual obligations to a task, site, or operational request from the Director or designee or his agents.

44.3 The Contractor's crew leader and operational staff, as well as their supervisory and management staff, shall be fully versed in the operational mandates and time lines. An outline of the task requirements, schedule, and time lines for each facility shall be kept with each operating crew.

44.4 The Contractor's executive, management, or supervisory staff 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 staff.

GROUP IV – BUILDING MAINTENANCE

45.0 INTERIOR BUILDING MAINTENANCE

45.1 Pickup debris, trash, and remove cobwebs and other foreign materials from doors, walls, ceilings, partitions, vents, etc.

45.2 Dust counter tops and other horizontal surfaces.

45.3 Remove, empty, clean and disinfect all trash receptacles.

45.4 Stack chairs on tables and clear floor area.

45.5 Inspect and replace burnt out lights and tubes.

45.6 Remove all graffiti using graffiti removal materials, scrubbing techniques or paint when applicable.

45.7 Clean doors, door frames, light switches, kick and push plates and handles.

45.8 Clean and disinfect top and sides of drinking fountains and scrub and dry fixtures.

45.9 Sweep and dust mop floors taking care to clean corners and around obstacles.

45.10 Spot mop around entryways and all stains and spills.

45.11 Replace chairs, tables and containers, etc.

45.12 Deodorize room.

45.13 Immediately notify the Director or designee of any irregularities of hazards.

45.14 All areas shall be left clean and free, of streaks, stains, film, debris, water spots and odors.

45.15 Thoroughly vacuum carpeted floors, taking care to clean corners and around obstacles.

45.16 Clean and disinfect all furniture including desks, chairs and tables.

45.17 Dust all exposed cabinets, bookcases, shelves and legs.

45.18 Empty, clean and sanitize all kitchen trash containers.

45.19 Thoroughly mop and disinfect kitchen floors, taking care to clean corners and around other obstacles.

45.20 Inspect and refill all kitchen dispensers.

45.21 Wash and sanitize all kitchen walls, splashboards, cupboard doors and dispensers.

45.22 Clean and sanitize stoves, ovens, refrigerators, other appliances and food preparation surfaces. Note that special care is to be taken in the selection of products used in the food preparation areas.

45.23 Sweep and dust wood floors with commercial sweeping material daily.

45.24 Spot clean and remove foreign materials form the wood floors daily as necessary. Damp mop to remove spills and soiled spots only.

45.25 Buff the wood floors with a No. 2 steel wool pad or equivalent.

46.0 PERIODIC INTERIOR BUILDING MAINTENANCE

Weekly

46.1 Dust and disinfect all telephones.

46.2 Machine buff resilient floors.

Monthly

46.3 Wash all windows and glass doors.

46.4 Strip, clean, refinish, and machine polish (Director or designee shall approve the type of non-skid wax) resilient floors.

46.5 Dust venetian blinds.

47.0 GYMNASIUM FLOOR MAINTENANCE

47.1 The Contractor shall maintain the gymnasium floor by performing the following operations. All phases of these procedures will be followed to ensure the complete cleaning and removal of fine debris from the floors.

47.1.1 Where applicable, walk-off mats will be removed to outside where they will be swept with a corn broom to remove as much dirt and abrasive particles as possible. This must be done to enhance the mats protective potential.

47.1.2 The entire floor will be swept, including under bleachers, with soft bristle Tampico brooms or approved equal. Remove all trash and debris that is collected. Any spots of gum must be removed with a plastic putty knife. Any spills of soda will be spot damp mopped as well as around drinking fountains and bleacher areas. Use a small amount of Hil-Shine or approved equal in a mop bucket. Scuff marks may be removed with damp fine steel wool by scrubbing lightly.

47.1.3 A previously prepared (treated) dust mop will be used each day following the brooming of the floor. Following the dust mopping of the floor, the dust mop will be prepared (shaken out and treated with a product appropriate to sealed-wood gym floors) for use the following morning.

47.1.4 A complete damp mopping will be done twice a week or more frequently if warranted due to excessive use of gym.

47.1.5 Turkish towels or approved equal will be immersed completely in mopping solution then wrung out thoroughly to allow dampness but not excessive solution on floors. Towels should be rinsed frequently to ensure a clean and thorough job. After each use, towels will be wrung out and hung up dry. A thirty (30) inch stiff bristle push broom or proper broom handle and frame should be use dot drape the Turkish towels over to utilize widest possible coverage of the floor. Both sides of the towels should be used during mopping procedures. If possible, gym should remain closed for approximately an hour to allow complete drying of the floor.

47.2 Alternate patterns will be used in mopping to ensure even coverage. Patterns should always allow persons to mop away from rear of the gym toward an exit.

47.3 Walk-off mats will be replaced when floor is dry and before activity is allowed to resume.

47.4 The Contractor shall provide appropriate gym floor products necessary to maintaining sealed-wood gymnasium floor, and submit to the Director or designee a copy of the floor care program contractor proposes to follow.

48.0 SECURITY LIGHTS

Check security lights around building and comfort stations to ensure that they are functioning. Replace light bulbs as needed. Report any lights not working.

49.0 HOSE-OFF BUILDING EXTERIOR AND ADJACENT PLANTS

Hose-off exterior of building and adjacent plant materials to remove accumulated dust and grime and accumulated foreign materials.

50.0 STORAGE AND MAINTENANCE ROOMS

50.1 Dust, clean, and sweep all storage and maintenance rooms.

50.2 Storage and maintenance rooms utilized by the Contractor for storing the Contractor's equipment and supplies shall be arranged in an organized and neat manner.

50.3 Clean storage, maintenance, and mechanical rooms located in restrooms.

51.0 RESTROOM MAINTENANCE – DAILY OPERATION

51.1 All restrooms shall be cleaned thoroughly once per day in accordance with the following tasks; all tasks shall be completed and restrooms opened for public use prior to 8:00 a.m. unless otherwise specifically authorized by the Director or designee. Restrooms shall be thoroughly cleaned a second time daily, after 1:00 p.m., but prior to 2:30 p.m.

51.2 Pick up debris and trash, and sweep floors. Removed materials are not to be swept to the outside of the restroom.

51.3 Empty trash and napkin receptacles, replace liners as needed.

51.4 Check and refill all dispensers as needed.

51.5 Replace burnt out light bulbs or tubes, inside of restroom.

51.6 Remove all graffiti using graffiti removal materials or other scrubbing techniques.

51.7 Remove spitballs, cobwebs, and other foreign materials from doors, walls, ceiling, partitions, vents, etc.

51.8 Do high and low dusting of ledges, tops of partitions, etc. using a dampened cloth or other device.

51.9 Disinfect the inside of urinals and toilets.

51.10 Disinfect the top and bottom of toilet seats, fixtures, and surfaces of and surrounding each fixture.

51.11 Disinfect stall walls and other areas where hands are normally placed. Clean doors, door frames, and door handles.

51.12 Disinfect around urinals, under sinks, around floor drains, and other areas where bacteria might breed.

51.13 Disinfect sinks, dispensers, receptacles, trash containers, and walls around such areas.

51.14 Clean mirrors.

51.15 Scrub sinks and wipe dry. Use a small scrub brush to clean corners, cracks, and narrow areas.

51.16 Scrub inside surfaces of toilets and urinals. Be sure to scrub upper lip. Do not flush.

51.17 Scrub outside of toilets, urinals, and rear wall.

51.18 Wipe toilet seats, toilet bowls, urinals, and fixtures until dry.

51.19 Spot clean walls and scrub handprints, etc. from walls and partitions and wipe dry.

51.20 Disinfect and mop floors, making sure that corners, drains, areas around toilets, and feet of partitions are thoroughly cleaned and there is no accumulation of dirt or other matter. Leave the floor as dry as possible.

51.21 Wipe off cove base and remove mop strands caught around posts, etc.

51.22 Replace receptacles and trash containers following their cleaning.

51.23 Deodorize the restrooms.

51.24 Immediately notify the Director or designee of any irregularities or hazards.

51.25 If running water, broken fixtures, or plugged sewer lines cannot be normalized or isolated, the restroom is to be locked and the Director or designee immediately notified.

51.26 Remove graffiti from the outside of the restroom building and wash off any other dirt clods, mud, or foreign materials.

51.27 Clean top and sides of drinking fountains outside of restrooms and clear drains.

51.28 Disinfect drinking fountains, scrub the fixture, and dry it.

51.29 All areas are to be left clean and free of streaks, stains, film, debris, water spots, and odors. All fixtures shall be clean, including piping.

51.30 Make sure that supplies are in their appropriate dispensers and in adequate amounts to meet the demands.

51.31 All leaking fixtures, clogged drains, stopped up or damaged basins, toilets, or urinals; and damaged or inoperable lighting fixtures that cannot be repaired by the following shall be reported to the Director or designee: a) tightened to stop leaks; b) unclogged by using a “plumber’s helper” and short snake.

52.0 RESTROOM MAINTENANCE – WEEKLY OPERATION

The following tasks shall be completed the day prior to the scheduled inspection date:

52.1 Perform the following tasks prior to commencing the daily task identified in paragraph 51.9:

a. By using a plumber's help (plunger), lower water levels in the toilet bowls below water line and use a bowl cleaner to descale and dissolve water rings on the bowls and under the flushing rims. Allow the bowl cleaner to soak for 20 to 30 minutes. Do not flush.

b. Using a bowl cleaner, descale and dissolve water rings on urinal surfaces and under the flushing rim allowing the bowl cleaner to soak for 20 to 30 minutes. Do not flush.

c. Following the soaking period, scrub the bowls and urinals to remove deposits and stains and then flush the toilet bowls and urinals.

52.2 Perform the following task prior to commencing the daily task identified in paragraph 51.14:

a. Wash all windows.

52.3 Perform the following task prior to commencing the daily task identified in paragraph 51.15:

a. Scrub underneath sink and disinfect.

52.4 Perform the following task prior to commencing the daily task identified in paragraph 51.19:

a. Disinfect and completely wipe dry all partitions, doors, door frames, metal plates, handles and hinges.

52.5 Perform the following task prior to commencing the daily task identified in paragraph 51.20:

a. Scrub and clean all base molding and "hard to get at" areas.

52.6 Use only materials that are not caustic or damaging to the fixtures being cleaned.

52.7 Clean light fixture covers.

53.0 RESTROOM MAINTENANCE – MONTHLY OPERATION

The following tasks shall be completed on a monthly basis prior to the scheduled daily and/or weekly operational tasks:

53.1 Scrub/clean walls and partitions from floor to ceiling and wipe dry.

53.2 Immediately notify the Director or designee of any irregularities or hazards.

54.0 GROUP IV SITE INSPECTIONS AND REPORTING – INTERIOR BUILDING MAINTENANCE

54.1 Prior to proceeding with any Group IV task, the site is to be inspected by a knowledgeable and responsible employee, who will determine the practicality of initiating the operation.

54.2 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.

55.0 GROUP IV MANAGEMENT/SUPERVISION – INTERIOR BUILDING MAINTENANCE

55.1 The Contractor has the responsibility of providing fully trained and qualified personnel as well as appropriate materials, supplies and equipment.

55.2 This staff's activity is to be closely monitored to detect operational irregularities and non-compliance with contractual requirements. It is the Contractor's executive, management, and supervisory staff's responsibility to see that the organization daily oversees the activities of its staff, throughout the range of its activities, and does not delay, ignore, or otherwise limit contractual obligations to a task, site, or operational request from the Director or designee or his agents.

55.3 The Contractor's crew leader and operational staff, as well as their supervisory and management staff, shall be fully versed in the operational mandates and time lines. An outline of the task requirements, schedule, and time lines for each facility shall be kept with each operating crew.

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

GROUP V – CHEMICAL EGDING/DETAILING

56.0 CHEMICAL EDGING/DETAILING

56.1 Chemical application may be used in and around areas such as planters, areas adjacent to buildings, 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.

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

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

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

56.5 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 inch (6”) barrier width shall be considered normal.

56.6 Weeds treated with a contact weed chemical shall be left in place for a minimum of seven (7) days. If kill is not complete, additional application(s) shall be made, at no additional cost to the County, until target species are eliminated.

56.7 Weeds treated using a systemic chemical shall be left in place per manufacturer's recommendation. If kill is not complete by the time specified in the manufacturer's recommendation a second application, at no additional cost, shall be made.

56.8 Immediately after complete kill, all dead weeds shall be removed from the area.

57.0 BROADLEAF CONTROL

57.1 The product to be used for broadleaf control is Trimec, Turf Ester Herbicide, by Gordon’s or approved substitute. This product must be used with precaution and the manufacturer’s label must be strictly adhered to.

57.2 For optimum results, the application for broadleaf control or eradication shall be accomplished in early spring, subject to weather conditions and as scheduled by the Director or designee.

57.2.1 In the event that weather conditions delay application of chemicals for broadleaf control, this task may be eliminated and billing adjusted accordingly.

58.0 GROUP V SITE INSPECTION AND REPORTING – CHEMICAL EDGING/DETAILING

58.1 Prior to proceeding with any Group V task, the site is to be inspected by a knowledgeable and responsible employee, who will determine the practicality of initiating the operation.

58.2 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.

59.0 GROUP V MANAGEMENT/SUPERVISION – CHEMICAL EDGING/DETAILING

59.1 The Contractor has the responsibility of providing fully trained and qualified personnel as well as appropriate materials, supplies, and equipment.

59.2 This staff's activity is to be closely monitored to detect operational irregularities and non-compliance with contractual requirements. It is the Contractor's executive, management, and supervisory staff's responsibility to see that the organization daily oversees the activities of its staff, throughout the range of its activities, and does not delay, ignore, or otherwise limit, contractual obligations to a task, site, or operational request from the Director or designee or his agents.

59.3 The Contractor's crew leader(s) and operational staff, as well as their supervisory and management staff, shall be fully versed in the operational mandates and time lines. An outline of the task requirements, schedule, and time lines for each facility shall be kept with each operating crew.

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

GROUP VI - WATERING AND IRRIGATION SYSTEM MANAGEMENT

60.0 WATERING AND IRRIGATION SYSTEM MANAGEMENT

60.1 Since water requirements by plants vary according to the season and a particular year, extremely close attention shall be paid 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 schedule 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.

60.2 To provide adequate soil moisture, consideration must be given to the soil conditions, humidity, minimizing runoff and the relationship of conditions that 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 a depth of twelve inches (12”) to determine the water penetration by random testing of the root zones.

60.3 Watering shall be regulated to avoid interference with any use of the facility's roadways, paving, walkways, or areas designated for scheduled special events.

60.4 In the areas where wind creates problems of spraying water onto private property or road right-of-ways, the controllers shall be set to operate during the period of lowest wind velocity which would normally occur at night or early morning hours.

60.5 Irrigation system will be controlled in such a way as not to 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.

60.6 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.

60.7 All groundcover areas shall be watered as needed to maintain a healthy condition, with appropriate care being taken not to over water in shady areas.

60.8 The Contractor shall be responsible for the operation of the automatic controllers, valves, and sprinkler heads, in managing the overall irrigation water delivery system of the area. All irrigation systems shall be regularly inspected and tested in accordance with the specifications and frequencies specified herein.

60.9 The Contractor shall insure that all personnel 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 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.

60.10 The Contractor is responsible for maintenance of the irrigation system by performing the following tasks:

a. Monitoring all irrigation controllers.

b. Inspecting and reporting of irrigation system status.

c. Adjusting and cleaning of sprinkler heads (may require the removal of the sprinkler head for this function).

d. Repair or replacement of sprinkler heads having a ½" inlet.

e. Locate and inform the Director or designee of malfunctioning and/or inoperable sprinkler heads having a ¾" or larger inlet. Remove such heads and replace same with heads as provided by, and instructed by, the Director or designee.

f. Providing all nipples, caps, plugs, elbows, couplings, etc.

g. Providing replacements of all risers and swing joints due to normal wear.

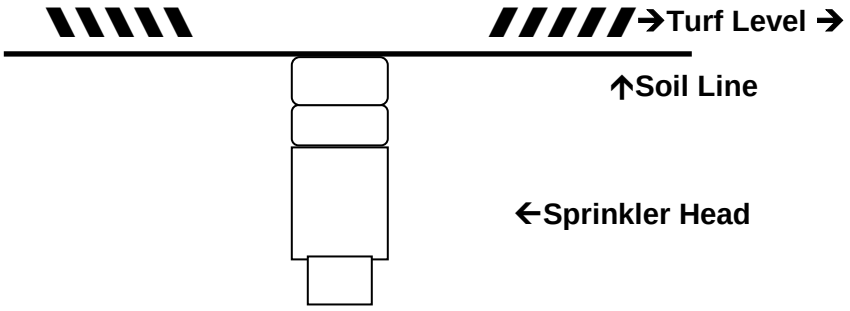
h. Flushing irrigation pipelines following repairs and replacements.

i. Replacement of valve box covers due to normal wear.

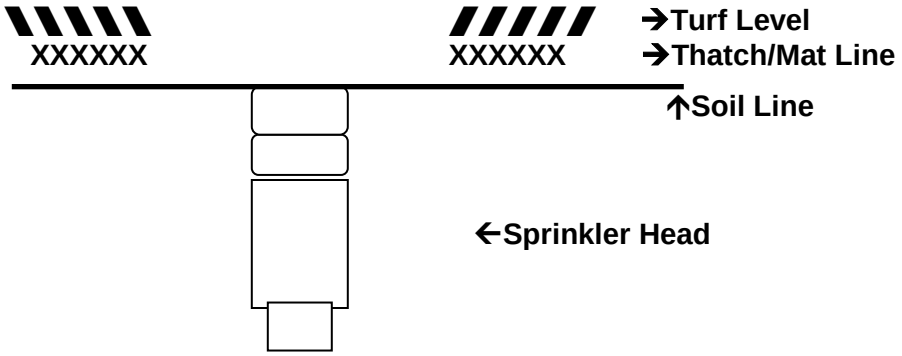
j. The Contractor shall confer with the Director or designee regarding the need for replacement or relocation of inoperable sprinkler heads. The County may require the Contractor, at no additional cost, to exchange operable with inoperable sprinkler head(s) to priority areas within the facility, as identified by the Director or designee.

k. Following the repair or exchange of sprinkler heads in turf areas, the sprinkler heads shall be returned to grade per the following illustrations:

1. Standard sprinkler head installation without consideration for the thatch and mat accumulation:



2. Standard sprinkler head installation with consideration for the thatch and mat accumulation:



l. Providing 1" x 1¼" inch angle iron, thirty inches (30”) in length for supporting risers on slopes and in beds.

m. Providing ½" worn drive clamps for securing risers to stake.

60.11 The County is responsible for providing to the Contractor sprinkler heads with a ¾ inch inlet or greater.

60.12 The County is responsible for the following components of the irrigation system: quick couplers, remote control valves, gate valves, automatic controller repairs, and backflow devices. The Contractor shall notify the Director or designee, of any damaged or inoperable major irrigation components, indicating the problem, location, size and type of irrigation equipment.

60.13 Replacement by the Contractor of all irrigation components provided by the County to the Contractor shall be completed within twenty-four (24) hours upon receiving the component from the County.

60.14 Complete piping replacement of the irrigation system is not required by the Contractor. The County is responsible for the repair or replacement of leaking main and lateral irrigation lines.

60.15 Replacement of irrigation components that are identified as the Contractor's responsibility shall be completed within one (1) watering cycle of determining damaged or inoperable irrigation component.

60.16 Replacements for the irrigation system shall be with originally specified equipment of the same size and quality or substitutes approved by the Director or designee prior to any installation thereof.

61.0 IRRIGATION SYSTEM OPERABILITY AND TESTING

61.1 In order to insure the operability of the irrigation system, the Contractor shall cycle controller(s) through each station manually and automatically to check the function of all facets of the irrigation system and report any damage or incorrect operation to the Director or designee.

61.2 During the testing the Contractor shall:

a. Adjust all sprinkler heads for correct coverage, to prevent excessive runoff and/or erosion and to prevent the spread of water onto roadways, sidewalks, hard surface areas and private property.

b. Unplug clogged heads and flush lines to free lines of rocks, mud and debris.

c. Record and report all system malfunctions, damage and obstructions to the Director or designee and take corrective action.

d. Replace or repair inoperable irrigation equipment identified as Contractor's responsibility.

e. Inspect valve boxes for safety and security purposes.

61.3 In addition to regular testing, all irrigation systems shall be tested and inspected as necessary when damage is suspected, observed or reported.

61.4 Repair/replace malfunctioning sprinkler heads within one (1) watering cycle.

61.5 Correct malfunctioning irrigation systems and equipment that are identified as the Contractor's responsibility within two (2) hours of identification or following verbal notification.

61.6 Control the irrigation system during inclement weather conditions and limit the use of water concurrent with the weather situation to the satisfaction of the Director or designee.

61.7 Irrigate to maintain adequate growth and appearance as needed by hand watering, operation of manual valves, proper utilization and scheduling of controllers to comply with watering requirements of the premises and the bleeding of valves.

61.8 Flush irrigation pipeline after repair or replacement of irrigation components.

61.9 If an automatic irrigation system, or a portion of a system malfunctions, the contractor, when authorized by the Director or designee, is

responsible for the manual manipulation of that system for a period of thirty (30) days from the date of the authorization. If the system requires manual manipulation for a greater period, the Director or designee may opt to pay the contractor supplementally to continue the manual manipulation, or he may decide to terminate the supplemental irrigation.

62.0 GROUP VI SITE INSPECTION AND REPORTING - WATERING AND IRRIGATION SYSTEM MANAGEMENT

62.1 Each facility shall be checked, on each day that a facility normally receives service, 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 shall be done by a knowledgeable and responsible employee.

62.2 The reporting of malfunctions, hazards, and emergencies shall be done in accordance with instructions received from County Contract Project Monitor(s).

62.3 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.

62.4 Every crew or supervisor arriving upon a site has the responsibility of reporting malfunctions or emergencies and to mitigate hazards.

63.0 GROUP VI MANAGEMENT/SUPERVISION - WATERING AND IRRIGATION SYSTEM MANAGEMENT

63.1 Contractor has the responsibility of providing fully trained and qualified personnel as well as appropriate materials, supplies, and equipment.

63.2 This staff's activity is to be closely monitored to detect operational irregularities and non-compliance with contractual requirements. It is the Contractor's executive, management, and supervisory staff's responsibility to see that the organization daily oversees the activities of its staff, throughout the range of its activities, and does not delay, ignore, or otherwise limit contractual obligations to a task, site, or operational request from the Director or designee or his agents.

63.3 Contractor's crew leader and operational staff, as well as their supervisory and management staff, shall be fully versed in the operational mandates and time lines. An outline of the task requirements, schedule, and time lines for each facility shall be kept with each operating crew.

63.4 Contractor executive, management, or supervisory staff shall provide on-going follow up behind operations to insure compliance. Neither County's

deficiency notifications, imposed deductions, nor inspections shall be utilized as substitutions for on-going direction and management of Contractor's staff.

III. SEASONAL SPECIALTY TASKS

The following Seasonal Specialty Tasks are to be performed at the request of the Director or designee for which the Contractor will be compensated per the identified cost in accordance with Section 4, Additional Work, of the Statement of Work.

64.0 SHRUB AND TREE CARE/PRUNING

64.1 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 at the point of breaking.

c. All trees shall be trimmed to prevent encroachment on private property.

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

64.3 <u>Pruning Procedures</u>

a. Rapid healing of pruning wounds is dependent upon where the cut is made when removing limbs. <u>Never Leave Short Stubs</u>. Some trees produce a corky ring of growth where a limb originates. The pruning cut should be made toward the outside portion of this "collar". If a tree does not produce this characteristic collar, then make the cut flush to the limb where it is growing.

b. All limbs one and a half inches (1 ½”) 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 half inch (½”) 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.

64.4 Pruning Criteria

a. The initial step of pruning shall be the removal of all deadwood, weak, diseased, insect infested and damaged limbs.

b. All trees shall be pruned for vertical and horizontal clearance. Such clearances are: eight feet (8') for pedestrian areas and walkways; fifteen feet (15') 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 inches (12") or twenty-four inches (24") 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 the species.

f. All suckers and sprouts shall be cut flush with the trunk or limb.

g. No stubs will be permitted.

64.5 All structural weaknesses such as split crotch or limbs, diseased or decayed limbs, or severe damage shall be reported to the Director or designee.

64.6 Special emphasis shall be placed upon public safety during pruning operations, particularly when adjacent to roadways.

64.7 All trimming and debris shall be removed and disposed of offsite at the end of each day's work.

64.8 All trees which are downed by either natural or unnatural causes shall be removed and disposed offsite. Where possible stumps shall be removed to twelve inches (12”) below grade and wood chips removed and hole backfilled to grade.

65.0 CULTIVATING

Cultivate beds and planter areas to ensure a neat appearance using appropriate equipment designed to loosen the soil to a depth of three inches (3”). Care shall be taken so as not to disturb plant materials, or their roots in accomplishing this operation.

66.0 RENOVATION/VERTICAL MOWING

66.1 Care shall be taken to avoid unnecessary or excessive injury to the turf grass.

66.2 Sweep or rake the dislodged thatch from the turf areas and place in appropriate trash bin(s).

66.3 Standard renovating or vertical mowing type equipment shall be used.

66.4 Vertical Mowing-Turf

Vertical mow to remove thatch in turf areas, to encourage healthy growth and to maintain acceptable appearance.

66.5 Renovation-Turf

a. Renovate or blade to the soil line, level and remove all excessive thatch in turf area. Sprinkler heads are to remain one inch (1”) below the final grade.

b. After thatch is removed and upon completion of turf renovation all turf areas shall be seeded, mulched, fertilized and watered.

c. Areas to be overseeded will be seeded utilizing blends or mixtures at the rate application recommended by the Director or designee.

d. Mulch shall be spread evenly over the entire area to a uniform depth.

67.0 TURF RESEEDING/RESTORATION OF BARE AREAS

67.1 Overseed all damaged, vandalized, or bare areas to reestablish turf to an acceptable quality.

67.2 Areas to be overseeded will be seeded utilizing blends or mixtures at the rate of application identified by the Director or designee.

68.0 DISEASE/INSECT CONTROL

68.1 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, groundcover and turf.

68.2 The Director or designee shall be notified immediately of any disease, insects or unusual conditions that might develop.

68.3 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.

69.0 PLANT MATERIALS

69.1 Plant materials shall be replaced if plants become dead and diseased and all dirt or vacant areas missing plants shall also be planted according to the Pricing and Billing Schedule and Performance Frequencies, Exhibit B of the Contract. Plant materials shall conform to the requirements of the Landscape Plan of the area and to "Horticultural Standards" of American Association of Nurserymen as to kind, size, age, etc. Plans of record and specifications should be consulted to insure correct identification of species. Plant material larger than those specified may be supplied if complying in all other respects.

69.2 Substitutions may be allowed, but only with prior written approval by the Director or designee.

69.3 Nomenclature - Plant names used in the landscape plan of the area conform to "Standardized Plant Names" by American Joint Committee on Horticultural Nomenclature. In those cases not covered therein, the custom of the nursery trade shall be followed.

69.4 Prior to initiating a planting operation, the site is to be inspected by a knowledgeable and responsible employee, who will determine and oversee the planting area to be prepared and planted only after the approval of the Director or designee.

69.5 Quality

a. Plants shall be sound, healthy, 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.

b. All trees shall be measured six inches (6") above the ground surface.

c. 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 must be sturdy enough to stand safely without staking.

d. Shape and Form: Plant materials shall be symmetrical, and/or typical for variety and species and conform to measures specified in the Plant List.

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

69.6 Plant Materials Guarantee - All shrubs shall be guaranteed to live and remain in healthy condition for no less than thirty (30) days from the date of acceptance of the job by the Director or designee.

IV. SPECIFIC REQUIREMENTS

70.0 COUNTY PROVIDED MATERIALS

70.1 The County shall supply the Contractor with the following materials for which the Contractor will provide the labor at no additional cost to County:

a. Paint and/or graffiti removal material, when applicable.

b. Paper products for all restrooms.

c. Light bulbs and tubes for interior and exterior lighting of park building(s) and restrooms.

d. Fifty-five (55) gallon trash containers.

e. Dog waste bags

f. Dog waste receptacles (11.5 inches diameter X 23 inches height) trash containers.

g. Office - Five (5) to seven (7) gallon trash containers.

71.0 CONTRACTOR PROVIDED MATERIALS

71.1 The Contractor shall supply the following materials:

a. Trash can liners/trash bags for the fifty-five (55) gallon trash containers.

b. Trash can liners/trash bags for the dog waste receptacles - trash containers.

c. Trash can liners/trash bags for the office – five (5) to seven (7) gallon trash containers.

72.0 LOCKS AND KEYS

72.1 The County may develop an initial chain and lock system with a specific number of replacement locks for trash containers, restrooms, gates and valve/pump cover boxes during the term of this Contract. The Contractor shall be responsible for purchasing similar locks upon loss of any County-owned locks initially provided to the Contractor. The County shall provide the Contractor on a one for one exchange, locks that have been vandalized or are inoperable.

72.2 The Contractor may provide a chain and lock system, at the Contractor's expense, for trash containers located throughout the park for the purposes of securing and limiting the removal or tipping of the containers.

72.3 Key Control

a. The Contractor shall be responsible for the series of keys assigned to them and will in turn assign these keys to their personnel for use in maintaining these facilities.

b. The Contractor will be held responsible for the proper use and safe keeping of all keys issued by the County to the Contractor.

c. The Contractor shall report all lost or stolen keys to the Director or designee within twenty-four (24) hours of discovery of the loss. The Contractor shall reimburse the County for the cost as determined by the Director or designee, of rekeying the facility or duplicating additional keys.

d. Upon termination, cancellation of expiration of this Contract all keys received by the Contractor shall be returned to the Director or designee.

e. California law stipulates that it is unlawful for a person to duplicate any keys without the permission by the owner. The penalty for violation of this law is either six (6) months imprisonment or a Five Hundred Dollar ($500) fine or both.

TECHNICAL EXHIBIT 1

CONTRACT DISCREPANCY REPORT

TO: _____

FROM: _____

DATES: **Prepared:** _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

_____

_____

_____

_____ _____

Signature of County Representative Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

_____

_____

_____

_____ _____

Signature of Contractor Representative Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE:_____

_____

_____

_____

_____ _____

Signature of County Representative Date

COUNTY ACTIONS:_____

_____

_____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date_____

EXHIBIT B
PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

FACILITY: **CHARLES FARNSWORTH PARK**
568 East Mount Curve Avenue
Altadena, CA 91001

SOW		Annual Frequency	Cost Per Frequency**	Annual Cost
	GROUP I			
18	1. Mowing			
	a. General Turf Areas * (April thru Nov., once per week (35); December thru March, once every 2 weeks (8))	43	$905.00	$38,915.00
	b. Specialized Areas	N/A		
19	2. Group I - Site Inspection and Reporting *	43		
	Per Requirements specified in Section 19 of SOW		$2.00	$86.00
20	3. Group I - Management/Supervision*	43		
	Per requirements specified in Section 20 of SOW		$2.00	$86.00
	Group I Total On-Going Costs Per Year			$39,087.00
SOW	**GROUP II**			
21	4. Mechanical Edging			
	a. Turf Areas (Tasks performed with mowing servces)	43	$16.00	$688.00
	b. Ground Cover Areas (Once per month)	12	$13.00	$156.00
22	5. Weed Removal in areas where it is impractical to use chemicals			
	a. Walks, Beds, Planters, Hardscape (Once per week)	52	$9.00	$468.00
	b. Bare Areas (Once per month)	12	$14.00	$168.00
	c. Undeveloped Areas (Once per month)	12	$12.00	$144.00
23	6. Litter Control			
	a. Developed Areas (Daily)	364	$8.00	$2,912.00
	b. Undeveloped Areas (Once per week)	52	$5.00	$260.00
24	7. Trash Containers			
	a. Empty Exterior Trash Containers (Daily)	364	$6.00	$2,184.00
25	8. Trash Bin Removal From Site (Once per week)	52	$345.00	$17,940.00
26	9. Raking			
	a. Turf Under Trees * (Once per month)	12	$14.00	$168.00
	b. Planter Beds and Planters (Once per week)	52	$12.00	$624.00

*Frequency may be reduced if further reduction is necessary.
**Cost per frequency must be a reasonable representation of the hours and cost to complete the required task.

EXHIBIT B
PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

FACILITY: **CHARLES FARNSWORTH PARK**

SOW	**GROUP II (continued)**	**Annual Frequency**	**Cost Per Frequency****	Annual Cost
27	10. Pruning and Hedge Trimming			
	a. Tree Clearance (Once per month)	12	$43.00	$516.00
	b. Shrub Pruning * (Once per month)	12	$31.00	$372.00
	c. Hedge Shaping and Trimming * (Once per month)	12	$22.00	$264.00
	d. Ground Cover Pruning * (Once per month)	12	$19.00	$228.00
28	11. Sweeping			
	a. Hard Surfaces, Walks, Steps, Parking Lot Corners, Tennis Courts, Basketball Courts (Daily)	364	$4.00	$1,456.00
	b. Picnic Table Pads * (Daily)	364	$3.00	$1,092.00
	c. Picnic Shelters * (Daily)	364	$3.00	$1,092.00
29	12. Washing			
	a. Tennis Courts * Per requirements specified in Section 29.1 of SOW. (Once per week)	52	$5.00	$260.00
	b. Picnic Table Pads * Per requirements specified in Section 29.2 of SOW. (Once per week)	52	$3.00	$156.00
	c. Patio/Designated Areas Used for Food Service * Tasks performed on Monday, Wednesday, and Friday. Once per day, before 10am	N/A		
	d. Picnic Shelters * Tasks performed on Monday, Wednesday, and Friday. Once per day, before 10am	156	$6.00	$936.00
30	13. Graffiti Eradication and Control			
	a. Exterior Per requirements specified in Section 30.1 of SOW. (Daily)	364	$2.00	$728.00
	b. Interior Per requirements specified in Section 30.1 of SOW. (Daily)	364	$2.00	$728.00
31	14. Sand/Woodchips Play Area/Playground Equipment			
	a. Inspect Playground Site and Equipment for Safety * (Daily)	364	$2.00	$728.00
	b. Maintain Sand/Woodchips Play Area(s) Tasks performed as specified In section 31 of SOW on a daily basis	364	$3.00	$1,092.00
	c. Sweep Walks Around Play Area & Return Sand/Woodchips to Play Area (Daily)	364	$3.00	$1,092.00

* Frequency may be reduced if further reduction is necessary.
**Cost per frequency must be a reasonable representation of the hours and cost to complete the required task.

EXHIBIT B
PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

FACILITY: **CHARLES FARNSWORTH PARK**

SOW	GROUP II (continued)	Annual Frequency	Cost Per Frequency**	Annual Cost
32	15. Picnic Areas/Shelters			
	a. Daily Operations *	364	$3.00	$1,092.00
	b. Weekly Operations	52	$5.00	$260.00
33	16. Drinking Fountains Maitenance			
	a. Interior and Exterior Driking Fountains * (Daily)	364	$3.00	$1,092.00
34	17. Aerification *			
	a. Per Specification - Section 34 (Three per year, April thru November, as directed by Director)	3	$5.00	$15.00
35	18. Fertilization*			
	a. Per SOW Specification - Section 35 (Three per year, April thru November, as directed by Director)	3	$340.00	$1,020.00
36	19. Rodent Control*			
	a. Per Specification - Section 36.1 (Once per Week)	52	$850.00	$44,200.00
	b. Per Specification - Section 36.2 (Tasks performed prior to each mowing operation)	43	$4.00	$172.00
37	20. Swales and Drains			
	a. Per Specification - Section 37 (Once per month)	12	$5.00	$60.00
38	21. Service Yards and Storage Areas			
	a. Per Specification - Section 38 (Once per week)	52	$11.00	$572.00
39	22. Dog Waste Stations (Daily; prior to 8:00am)	364	$6.00	$2,184.00
40	23. Group II - Site Inspection and Reporting Per Requirements specified in Section 40 of SOW	364	$2.00	$728.00
41	24. Group II - Management/Supervision Per Requirements specified in Section 41 of SOW	364	$2.00	$728.00
	Group II Total On-Going Costs Per Year			$88,575.00
SOW	**GROUP III**			
42	25. Sports Field Maintenance			
	a. Ballfield Preparation for each Diamond Per Recreation Schedule (2x364)* (As directed each diamond)	728	$10.00	$7,280.00
	b. Periodic Preparations for each Diamond (2x12)* (Once per month each diamond)	24	$16.00	$384.00

* Frequency may be reduced if further reduction is necessary.

**Cost per frequency must be a reasonable representation of the hours and cost to complete the required task.

EXHIBIT B
PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

FACILITY: **CHARLES FARNSWORTH PARK**

	GROUP III (continued)	**Annual Frequency**	**Cost Per Frequency****	Annual Cost
	c. Detailing Sports Field Areas (2x52)* (Once every week each diamond)	104	$9.00	$936.00
42.6	d. Horseshoe Pit Maintenance * (Daily)	364	$3.00	$1,092.00
	e. Equestrian Arena			
	Daily Maintenance Tasks	N/A		
	Weekly Maintenance Tasks	N/A		
43	26. Group III - Site Inspection and Reporting			
	a. Per Requirements	364	$2.00	$728.00
44	27. Group III - Management/Supervision			
	a. Group III Management/Supervision	364	$2.00	$728.00
	Group III Total On-Going Costs Per Year			$11,148.00
	GROUP IV			
SOW				
	28. Building Maintenance			
45	a. Basic Interior Building Maintenance			
	Level I - Requires full agreement mandates plus additional stipulated functions*	364	$6.00	$2,184.00
	Davies Building - (Tasks performed Daily)			
	Level II - Requires full agreement mandates*	N/A		
	(Three time per week: Monday, Wednesday, Friday)			
	Level III - Requires that daily and weekly agreement mandates be performed together	52	$2.00	$104.00
	District Sub-Office - (Tasks performed once weekly)			
46	b. Periodic Interior Building Maintenance			
	Weekly *	52	$8.00	$416.00
	Monthly *	12	$13.00	$156.00
	Gymnasium Building			
47	c. Gymnasium Floor *	N/A		
	d. Shower & Locker Rooms Maint. ***	N/A		
	e. Weight Room	N/A		
48	29. Inspect/Replace Exterior Security Lights* (Once per month))	12	$8.00	$96.00
49	30. Hose Off Exterior of Building and Adjacent Plants * (Once per week)	52	$8.00	$416.00

* Frequency may be reduced if further reduction is necessary.
**Cost per frequency must be a reasonable representation of the hours and cost to complete the required task.
***Shower/locker rooms shall be thoroughly cleaned using appropriate steps identified in restroom maintenance procedures.

EXHIBIT B
PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

FACILITY: **CHARLES FARNSWORTH PARK**

SOW	**GROUP IV (continued)**	**Annual Frequency**	**Cost Per Frequency****	Annual Cost
50	31. Clean Interior and Exterior Storage and Maintenance Rooms * (Once per week)	52	$6.00	$312.00
51	32. Daily Restroom Maintenance			
	a. Interior Restrooms *			
	First cleaning performed prior to 8:00am	364	$6.00	$2,184.00
	Second cleaning performed after 1:00pm, but prior to 2:30pm	364	$6.00	$2,184.00
	b. Comfort Stations *			
	First cleaning performed prior to 8:00am	364	$5.00	$1,820.00
	Second cleaning performed after 1:00pm, but prior to 2:30pm	364	$5.00	$1,820.00
52	33. Weekly Restroom Maintenance			
	a. Interior Restrooms *	52	$6.00	$312.00
	b. Comfort Stations *	52	$5.00	$260.00
53	34. Monthly Restroom Maintenance			
	a. Interior Restrooms*	12	$8.00	$96.00
	b. Comfort Stations*	12	$7.00	$84.00
54	35. Group IV - Site Inspection and Reporting			
	a. Per Requirements	364	$2.00	$728.00
55	36. Group IV - Management/Supervision			
	a. Group IV Management/Supervision	364	$2.00	$728.00
	Group IV Total On-Going costs Per Year			$13,900.00
SOW	**GROUP V**			
56	37. Chemical Edging/Detailing			
	a. Turf - detailing general turf areas with systemic herbicides * (Once every month, March through November, Inclusive)	9	$182.00	$1,638.00
	b. Beds, Planters, Walkways, Hard Surfaces, Picnic Areas Undeveloped Areas, Drainage Areas, Play Areas, Patios, Walkways, Curbs, Gutters, Expansion Joints, Roadways, Stream Beds - with systemic herbicides* (Once per month)	12	$287.00	$3,444.00
57	c. Broadleaf Control in Turf Areas* (Once annually as scheduled by Director)	N/A		

* Frequency may be reduced if further reduction is necessary.
**Cost per frequency must be a reasonable representation of the hours and cost to complete the required task.

EXHIBIT B
PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

FACILITY: **CHARLES FARNSWORTH PARK**

sow	**GROUP V (continued)**	**Annual Frequency**	**Cost Per Frequency****	Annual Cost
58	38. Group V - Site Inspection and Reporting a. Per Requirements	12	$4.00	$48.00
59	39. Group V - Management/Supervision a. Group V Management/Supervision	12	$2.00	$24.00
	Group V Total On-Going Costs Per Year			$5,154.00

sow	**GROUP VI**			
60	40. Watering and Irrigation System Management a. Valve Box Integrity - Replace Covers, Check for Safety and Security (Daily)	364	$5.00	$1,820.00
60	b. Inspect, Operate, Control and Make Adjustments (Once a week)	52	$12.00	$624.00
61	c. Test System for Operability, Ongoing Repair of System Components and Response to Intermittent Malfunctions (Once a week)	52	$14.00	$728.00
62	41. Group VI - Site Inspection and Reporting a. Per Requirements	364	$2.00	$728.00
63	42. Group VI - Management/Supervision a. Group VI Management/Supervision	364	$2.00	$728.00
	Group VI Total On-Going Costs Per Year			$4,628.00

sow	**SEASONAL SPECIALTY TASKS**	**Annual Frequency**	**Cost Per Frequency****	Annual Cost
64	43. Shrub and Tree Care/Pruning	N/A		
65	44. Cultivating Tasks performed daily as indicated on the SOW	N/A		
66	45. Renovation/Vertical Mowing	N/A		
67	46. Turf Reseeding/Restoration of Bare Areas	N/A		
68	47. Disease/Insect Control	N/A		
69	48. Plant Materials a. Replacement	N/A		
	Tasks performed as indicated on the SOW b. Slope Bare Areas	N/A		
	Seasonal Specialty Tasks Total On-Going Costs Per Year			N/A

**Cost per frequency must be a reasonable representation of the hours and cost to complete the required task.

EXHIBIT B
PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

FACILITY: **CHARLES FARNSWORTH PARK**
568 East Mount Curve Avenue
Altadena, CA 91001

ANNUAL COSTS

GROUP I	$39,087.00
GROUP II	$88,575.00
GROUP III	$11,148.00
GROUP IV	$13,900.00
GROUP V	$5,154.00
GROUP VI	$4,628.00
SEASONAL SPECIALTY TASKS	N/A
TOTAL ANNUAL COSTS	$162,492.00

EXHIBIT B
PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

FACILITY: **LOMA ALTA PARK**
3330 North Lincoln Avenue
Altadena, CA 91001

sow	**GROUP I**	**Annual Frequency**	**Cost Per Frequency****	Annual Cost
18	1. Mowing			
	a. General Turf Areas * (April thru Nov., once per week (35); December thru March, once every 2 weeks (8))	43	$55.00	$2,365.00
	b. Specialized Areas	N/A		
19	2. Group I - Site Inspection and Reporting * Per Requirements specified in Section 19 of SOW	43	$2.00	$86.00
20	3. Group I - Management/Supervision* Per requirements specified in Section 20 of SOW	43	$2.00	$86.00
	Group I Total On-Going Costs Per Year			$2,537.00
sow	**GROUP II**			
21	4. Mechanical Edging			
	a. Turf Areas (Tasks performed with mowing servces)	43	$12.00	$516.00
	b. Ground Cover Areas (Once per month)	12	$8.00	$96.00
22	5. Weed Removal in areas where it is impractical to use chemicals			
	a. Walks, Beds, Planters, Hardscape (Once per week)	52	$6.00	$312.00
	b. Bare Areas (Once per month)	12	$4.00	$48.00
	c. Undeveloped Areas (Once per month)	12	$4.00	$48.00
23	6. Litter Control			
	a. Developed Areas (Daily)	364	$4.00	$1,456.00
	b. Undeveloped Areas (Once per week)	N/A		
24	7. Trash Containers			
	a. Empty Exterior Trash Containers (Daily)	364	$7.00	$2,548.00
25	8. Trash Bin Removal From Site (Once per week)	N/A		
26	9. Raking			
	a. Turf Under Trees * (Once per month)	12	$7.00	$84.00
	b. Planter Beds and Planters (Once per week)	52	$4.00	$208.00

*Frequency may be reduced if further reduction is necessary.
**Cost per frequency must be a reasonable representation of the hours and cost to complete the required task.

EXHIBIT B
PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

FACILITY: **LOMA ALTA PARK**

SOW	GROUP II (continued)	Annual Frequency	Cost Per Frequency**	Annual Cost
27	10. Pruning and Hedge Trimming			
	a. Tree Clearance (Once per month)	12	$164.00	$1,968.00
	b. Shrub Pruning * (Once per month)	12	$14.00	$168.00
	c. Hedge Shaping and Trimming * (Once per month)	12	$13.00	$156.00
	d. Ground Cover Pruning * (Once per month)	12	$12.00	$144.00
28	11. Sweeping			
	a. Hard Surfaces, Walks, Steps, Parking Lot Corners, Tennis Courts, Basketball Courts (Daily)	364	$2.00	$728.00
	b. Picnic Table Pads * (Daily)	364	$1.00	$364.00
	c. Picnic Shelters * (Daily)	364	$1.00	$364.00
29	12. Washing			
	a. Tennis Courts * Per requirements specified in Section 29.1 of SOW. (Once per week)	52	$6.00	$312.00
	b. Picnic Table Pads * Per requirements specified in Section 29.2 of SOW. (Once per week)	52	$2.00	$104.00
	c. Patio/Designated Areas Used for Food Service * Tasks performed on Monday, Wednesday, and Friday. Once per day, before 10am	122	$2.00	$244.00
	d. Picnic Shelters * Tasks performed on Monday, Wednesday, and Friday. Once per day, before 10am	156	$2.00	$312.00
30	13. Graffiti Eradication and Control			
	a. Exterior Per requirements specified in Section 30.1 of SOW. (Daily)	364	$1.00	$364.00
	b. Interior Per requirements specified in Section 30.1 of SOW. (Daily)	364	$1.00	$364.00
31	14. Sand/Woodchips Play Area/Playground Equipment			
	a. Inspect Playground Site and Equipment for Safety * (Daily)	364	$1.00	$364.00
	b. Maintain Sand/Woodchips Play Area(s) Tasks performed as specified In section 31 of SOW on a daily basis	364	$1.00	$364.00
	c. Sweep Walks Around Play Area & Return Sand/Woodchips to Play Area (Daily)	364	$1.00	$364.00

* Frequency may be reduced if further reduction is necessary.
**Cost per frequency must be a reasonable representation of the hours and cost to complete the required task.

EXHIBIT B
PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

FACILITY: **LOMA ALTA PARK**

SOW	GROUP II (continued)	Annual Frequency	Cost Per Frequency**	Annual Cost
32	15. Picnic Areas/Shelters			
	a. Daily Operations *	364	$1.00	$364.00
	b. Weekly Operations	52	$3.00	$156.00
33	16. Drinking Fountains Maitenance			
	a. Interior and Exterior Driking Fountains * (Daily)	364	$1.00	$364.00
34	17. Aerification *			
	a. Per Specification - Section 34 (Three per year, April thru November, as directed by Director)	3	$59.00	$177.00
35	18. Fertilization*			
	a. Per SOW Specification - Section 35 (Three per year, April thru November, as directed by Director)	3	$331.00	$993.00
36	19. Rodent Control*			
	a. Per Specification - Section 36.1 (Once per Week)	52	$2.00	$104.00
	b. Per Specification - Section 36.2 (Tasks performed prior to each mowing operation)	43	$2.00	$86.00
37	20. Swales and Drains			
	a. Per Specification - Section 37 (Once per month)	24	$6.00	$144.00
38	21. Service Yards and Storage Areas			
	a. Per Specification - Section 38 (Once per week)	52	$2.00	$104.00
39	22. Dog Waste Stations (Daily; prior to 8:00am)	364	$25.00	$9,100.00
40	23. Group II - Site Inspection and Reporting Per Requirements specified in Section 39 of SOW	364	$2.00	$728.00
41	24. Group II - Management/Supervision Per Requirements specified in Section 40 of SOW	364	$2.00	$728.00
	Group II Total On-Going Costs Per Year			$25,048.00
SOW	**GROUP III**			
42	25. Sports Field Maintenance			
	a. Ballfield Preparation for each Diamond Per Recreation Schedule (2x364)* (As directed each diamond)	728	$8.00	$5,824.00
	b. Periodic Preparations for each Diamond (2x12)* (Once per month each diamond)	24	$12.00	$288.00

* Frequency may be reduced if further reduction is necessary.

**Cost per frequency must be a reasonable representation of the hours and cost to complete the required task.

EXHIBIT B
PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

FACILITY: **LOMA ALTA PARK**

	GROUP III (continued)	**Annual Frequency**	**Cost Per Frequency****	Annual Cost
	c. Detailing Sports Field Areas (2x52)* (Once every week each diamond)	104	$7.00	$728.00
42.6	d. Horseshoe Pit Maintenance * (Daily)	N/A		
	e. Equestrian Arena			
	Daily Maintenance Tasks	364	$1.00	$364.00
	Weekly Maintenance Tasks	52	$1.00	$52.00
43	26. Group III - Site Inspection and Reporting			
	a. Per Requirements	364	$1.00	$364.00
44	27. Group III - Management/Supervision			
	a. Group III Management/Supervision	364	$1.00	$364.00
	Group III Total On-Going Costs Per Year			$7,984.00

	GROUP IV			
sow				
	28. Building Maintenance			
45	a. Basic Interior Building Maintenance			
	Level I - Requires full agreement mandates plus additional stipulated functions*	364	$1.00	$364.00
	Davies Building - (Tasks performed Daily)			
	Level II - Requires full agreement mandates*	364	$1.00	$364.00
	(Three time per week: Monday, Wednesday, Friday)			
	Level III - Requires that daily and weekly agreement mandates be performed together	N/A		
	District Sub-Office - (Tasks performed once weekly)			
46	b. Periodic Interior Building Maintenance			
	Weekly *	52	$5.00	$260.00
	Monthly *	12	$5.00	$60.00
	Gymnasium Building			
47	c. Gymnasium Floor *	364	$4.00	$1,456.00
	Task performed daily			
	d. Shower & Locker Rooms Maint. ***	N/A		
	e. Weight Room	N/A		
48	29. Inspect/Replace Exterior Security Lights* (Once per month))	12	$2.00	$24.00
49	30. Hose Off Exterior of Building and Adjacent Plants * (Once per week)	52	$3.00	$156.00

* Frequency may be reduced if further reduction is necessary.
**Cost per frequency must be a reasonable representation of the hours and cost to complete the required task.
***Shower/locker rooms shall be thoroughly cleaned using appropriate steps identified in restroom maintenance procedures.

EXHIBIT B
PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

FACILITY: **LOMA ALTA PARK**

SOW	**GROUP IV (continued)**	**Annual Frequency**	**Cost Per Frequency****	Annual Cost
50	31. Clean Interior and Exterior Storage and Maintenance Rooms * (Once per week)	52	$3.00	$156.00
51	32. Daily Restroom Maintenance a. Interior Restrooms * First cleaning performed prior to 8:00am	364	$2.00	$728.00
	Second cleaning performed after 1:00pm, but prior to 2:30pm	364	$2.00	$728.00
	b. Comfort Stations * First cleaning performed prior to 8:00am	364	$2.00	$728.00
	Second cleaning performed after 1:00pm, but prior to 2:30pm	364	$2.00	$728.00
52	33. Weekly Restroom Maintenance a. Interior Restrooms *	52	$5.00	$260.00
	b. Comfort Stations *	52	$4.00	$208.00
53	34. Monthly Restroom Maintenance a. Interior Restrooms*	12	$6.00	$72.00
	b. Comfort Stations*	12	$5.00	$60.00
54	35. Group IV - Site Inspection and Reporting a. Per Requirements	364	$1.00	$364.00
55	36. Group IV - Management/Supervision a. Group IV Management/Supervision	364	$1.00	$364.00
	Group IV Total On-Going costs Per Year			$7,080.00
SOW	**GROUP V**			
56	37. Chemical Edging/Detailing a. Turf - detailing general turf areas with systemic herbicides * (Once every month, March through November, Inclusive)	9	$40.00	$360.00
	b. Beds, Planters, Walkways, Hard Surfaces, Picnic Areas Undeveloped Areas, Drainage Areas, Play Areas, Patios, Walkways, Curbs, Gutters, Expansion Joints, Roadways, Stream Beds - with systemic herbicides* (Once per month)	12	$45.00	$540.00
57	c. Broadleaf Control in Turf Areas* (Once annually as scheduled by Director)	N/A		

* Frequency may be reduced if further reduction is necessary.
**Cost per frequency must be a reasonable representation of the hours and cost to complete the required task.

EXHIBIT B
PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

FACILITY: **LOMA ALTA PARK**

sow	**GROUP V (continued)**	**Annual Frequency**	**Cost Per Frequency****	Annual Cost
58	38. Group V - Site Inspection and Reporting a. Per Requirements	12	$2.00	$24.00
59	39. Group V - Management/Supervision a. Group V Management/Supervision	12	$2.00	$24.00
	Group V Total On-Going Costs Per Year			$948.00
sow	**GROUP VI**			
60	40. Watering and Irrigation System Management a. Valve Box Integrity - Replace Covers, Check for Safety and Security (Daily)	364	$3.00	$1,092.00
60	b. Inspect, Operate, Control and Make Adjustments (Once a week)	52	$43.00	$2,236.00
61	c. Test System for Operability, Ongoing Repair of System Components and Response to Intermittent Malfunctions (Once a week)	52	$8.00	$416.00
62	41. Group VI - Site Inspection and Reporting a. Per Requirements	364	$1.00	$364.00
63	42. Group VI - Management/Supervision a. Group VI Management/Supervision	364	$1.00	$364.00
	Group VI Total On-Going Costs Per Year			$4,472.00

sow	**SEASONAL SPECIALTY TASKS**	**Annual Frequency**	**Cost Per Frequency****	Annual Cost
64	43. Shrub and Tree Care/Pruning	N/A		
65	44. Cultivating Tasks performed daily as indicated on the SOW	N/A		
66	45. Renovation/Vertical Mowing	N/A		
67	46. Turf Reseeding/Restoration of Bare Areas	N/A		
68	47. Disease/Insect Control	N/A		
69	48. Plant Materials a. Replacement	N/A		
	Tasks performed as indicated on the SOW b. Slope Bare Areas	N/A		
	Seasonal Specialty Tasks Total On-Going Costs Per Year			N/A

**Cost per frequency must be a reasonable representation of the hours and cost to complete the required task.

EXHIBIT B
PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

FACILITY: **LOMA ALTA PARK**
3330 North Lincoln Avenue
Altadena, CA 91001

ANNUAL COSTS

GROUP I	$2,537.00
GROUP II	$25,048.00
GROUP III	$7,984.00
GROUP IV	$7,080.00
GROUP V	$948.00
GROUP VI	$4,472.00
SEASONAL SPECIALTY TASKS	N/A
TOTAL ANNUAL COSTS	$48,069.00

EXHIBIT B
PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

FACILITY: **CHARLES WHITE PARK**
77 Mountain View Street
Altadena, CA 91001

SOW		Annual Frequency	Cost Per Frequency**	Annual Cost
	GROUP I			
18	1. Mowing			
	a. General Turf Areas * (April thru Nov., once per week (35); December thru March, once every 2 weeks (8))	43	$55.00	$2,365.00
	b. Specialized Areas	N/A		
19	2. Group I - Site Inspection and Reporting *	43		
	Per Requirements specified in Section 19 of SOW		$1.00	$43.00
20	3. Group I - Management/Supervision*	43		
	Per requirements specified in Section 20 of SOW		$1.00	$43.00
	Group I Total On-Going Costs Per Year			$2,451.00
SOW	**GROUP II**			
21	4. Mechanical Edging			
	a. Turf Areas (Tasks performed with mowing servces)	43	$12.00	$516.00
	b. Ground Cover Areas (Once per month)	12	$12.00	$144.00
22	5. Weed Removal in areas where it is impractical to use chemicals			
	a. Walks, Beds, Planters, Hardscape (Once per week)	52	$6.00	$312.00
	b. Bare Areas (Once per month)	12	$10.00	$120.00
	c. Undeveloped Areas (Once per month)	N/A		
23	6. Litter Control			
	a. Developed Areas (Daily)	364	$3.00	$1,092.00
	b. Undeveloped Areas (Once per week)	N/A		
24	7. Trash Containers			
	a. Empty Exterior Trash Containers (Daily)	364	$1.00	$364.00
25	8. Trash Bin Removal From Site (Once per week)	N/A		
26	9. Raking			
	a. Turf Under Trees * (Once per month)	12	$6.00	$72.00
	b. Planter Beds and Planters (Once per week)	52	$5.00	$260.00

*Frequency may be reduced if further reduction is necessary.
**Cost per frequency must be a reasonable representation of the hours and cost to complete the required task.

EXHIBIT B
PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

FACILITY: **CHARLES WHITE PARK**

SOW	GROUP II (continued)	Annual Frequency	Cost Per Frequency**	Annual Cost
27	10. Pruning and Hedge Trimming			
	a. Tree Clearance (Once per month)	12	$14.00	$168.00
	b. Shrub Pruning * (Once per month)	12	$12.00	$144.00
	c. Hedge Shaping and Trimming * (Once per month)	12	$11.00	$132.00
	d. Ground Cover Pruning * (Once per month)	12	$8.00	$96.00
28	11. Sweeping			
	a. Hard Surfaces, Walks, Steps, Parking Lot Corners, Tennis Courts, Basketball Courts (Daily)	364	$2.00	$728.00
	b. Picnic Table Pads * (Daily)	364	$2.00	$728.00
	c. Picnic Shelters * (Daily)	364	$2.00	$728.00
29	12. Washing			
	a. Tennis Courts * Per requirements specified in Section 29.1 of SOW. (Once per week)	N/A		
	b. Picnic Table Pads * Per requirements specified in Section 29.2 of SOW. (Once per week)	52	$2.00	$104.00
	c. Patio/Designated Areas Used for Food Service * Tasks performed on Monday, Wednesday, and Friday. Once per day, before 10am	N/A		
	d. Picnic Shelters * Tasks performed on Monday, Wednesday, and Friday. Once per day, before 10am	156	$2.00	$312.00
30	13. Graffiti Eradication and Control			
	a. Exterior Per requirements specified in Section 30.1 of SOW. (Daily)	364	$1.00	$364.00
	b. Interior Per requirements specified in Section 30.1 of SOW. (Daily)	364	$1.00	$364.00
31	14. Sand/Woodchips Play Area/Playground Equipment			
	a. Inspect Playground Site and Equipment for Safety * (Daily)	364	$2.00	$728.00
	b. Maintain Sand/Woodchips Play Area(s) Tasks performed as specified In section 31 of SOW on a daily basis	364	$1.00	$364.00
	c. Sweep Walks Around Play Area & Return Sand/Woodchips to Play Area (Daily)	364	$2.00	$728.00

* Frequency may be reduced if further reduction is necessary.
**Cost per frequency must be a reasonable representation of the hours and cost to complete the required task.

EXHIBIT B
PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

FACILITY: **CHARLES WHITE PARK**

SOW	GROUP II (continued)	Annual Frequency	Cost Per Frequency**	Annual Cost
32	15. Picnic Areas/Shelters			
	a. Daily Operations *	364	$1.00	$364.00
	b. Weekly Operations	52	$3.00	$156.00
33	16. Drinking Fountains Maitenance			
	a. Interior and Exterior Driking Fountains * (Daily)	364	$1.00	$364.00
34	17. Aerification *			
	a. Per Specification - Section 34 (Three per year, April thru November, as directed by Director)	3	$66.00	$198.00
35	18. Fertilization*			
	a. Per SOW Specification - Section 35 (Three per year, April thru November, as directed by Director)	3	$51.00	$153.00
36	19. Rodent Control*			
	a. Per Specification - Section 36.1 (Once per Week)	52	$2.00	$104.00
	b. Per Specification - Section 36.2 (Tasks performed prior to each mowing operation)	43	$2.00	$86.00
37	20. Swales and Drains			
	a. Per Specification - Section 37 (Once per month)	12	$2.00	$24.00
38	21. Service Yards and Storage Areas			
	a. Per Specification - Section 38 (Once per week)	N/A		
39	22. Dog Waste Stations (Daily; prior to 8:00am)	364	$23.00	$8,372.00
40	23. Group II - Site Inspection and Reporting Per Requirements specified in Section 39 of SOW	364	$1.00	$364.00
41	24. Group II - Management/Supervision Per Requirements specified in Section 40 of SOW	364	$1.00	$364.00
	Group II Total On-Going Costs Per Year			$19,117.00

SOW	GROUP III	
42	25. Sports Field Maintenance	
	a. Ballfield Preparation for each Diamond Per Recreation Schedule (2x364)* (As directed each diamond)	N/A
	b. Periodic Preparations for each Diamond (2x12)* (Once per month each diamond)	N/A

* Frequency may be reduced if further reduction is necessary.

**Cost per frequency must be a reasonable representation of the hours and cost to complete the required task.

EXHIBIT B
PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

FACILITY: **CHARLES WHITE PARK**

	GROUP III (continued)	**Annual Frequency**	**Cost Per Frequency****	Annual Cost
	c. Detailing Sports Field Areas (2x52)* (Once every week each diamond)	N/A		
42.6	d. Horseshoe Pit Maintenance * (Daily)	N/A		
	e. Equestrian Arena			
	Daily Maintenance Tasks	N/A		
	Weekly Maintenance Tasks	N/A		
43	26. Group III - Site Inspection and Reporting			
	a. Per Requirements	N/A		
44	27. Group III - Management/Supervision			
	a. Group III Management/Supervision	N/A		
	Group III Total On-Going Costs Per Year			N/A

	GROUP IV		
SOW			
	28. Building Maintenance		
45	a. Basic Interior Building Maintenance		
	Level I - Requires full agreement mandates plus additional stipulated functions*	N/A	
	Davies Building - (Tasks performed Daily)		
	Level II - Requires full agreement mandates*	N/A	
	(Three time per week: Monday, Wednesday, Friday)		
	Level III - Requires that daily and weekly agreement mandates be performed together	N/A	
	District Sub-Office - (Tasks performed once weekly)		
46	b. Periodic Interior Building Maintenance		
	Weekly *	N/A	
	Monthly *	N/A	
	Gymnasium Building		
47	c. Gymnasium Floor *	N/A	
	Task performed 5 times per week: Monday-Friday		
	d. Shower & Locker Rooms Maint. ***	N/A	
	e. Weight Room	N/A	
48	29. Inspect/Replace Exterior Security Lights* (Once per month))	N/A	
49	30. Hose Off Exterior of Building and Adjacent Plants * (Once per week)	N/A	

* Frequency may be reduced if further reduction is necessary.
**Cost per frequency must be a reasonable representation of the hours and cost to complete the required task.
***Shower/locker rooms shall be thoroughly cleaned using appropriate steps identified in restroom maintenance procedures.

EXHIBIT B
PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

FACILITY: **CHARLES WHITE PARK**

SOW	**GROUP IV (continued)**	**Annual Frequency**	**Cost Per Frequency****	Annual Cost
50	31. Clean Interior and Exterior Storage and Maintenance Rooms * (Once per week)	52	$3.00	$156.00
51	32. Daily Restroom Maintenance			
	a. Interior Restrooms *			
	First cleaning performed prior to 8:00am	N/A		
	Second cleaning performed after 1:00pm, but prior to 2:30pm	N/A		
	b. Comfort Stations *			
	First cleaning performed prior to 8:00am	364	$2.00	$728.00
	Second cleaning performed after 1:00pm, but prior to 2:30pm	364	$2.00	$728.00
52	33. Weekly Restroom Maintenance			
	a. Interior Restrooms *	N/A		
	b. Comfort Stations *	52	$1.00	$52.00
53	34. Monthly Restroom Maintenance			
	a. Interior Restrooms*	N/A		
	b. Comfort Stations*	12	$2.00	$24.00
54	35. Group IV - Site Inspection and Reporting			
	a. Per Requirements	364	$1.00	$364.00
55	36. Group IV - Management/Supervision			
	a. Group IV Management/Supervision	364	$1.00	$364.00
			Group IV Total On-Going costs Per Year	$2,416.00
SOW	**GROUP V**			
56	37. Chemical Edging/Detailing			
	a. Turf - detailing general turf areas with systemic herbicides * (Once every month, March through November, Inclusive)	9	$29.00	$261.00
	b. Beds, Planters, Walkways, Hard Surfaces, Picnic Areas Undeveloped Areas, Drainage Areas, Play Areas, Patios, Walkways, Curbs, Gutters, Expansion Joints, Roadways, Stream Beds - with systemic herbicides* (Once per month)	12	$35.00	$420.00
57	c. Broadleaf Control in Turf Areas* (Once annually as scheduled by Director)	N/A		

* Frequency may be reduced if further reduction is necessary.
**Cost per frequency must be a reasonable representation of the hours and cost to complete the required task.

EXHIBIT B
PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

FACILITY: **CHARLES WHITE PARK**

sow	**GROUP V (continued)**	**Annual Frequency**	**Cost Per Frequency****	Annual Cost
58	38. Group V - Site Inspection and Reporting a. Per Requirements	12	$3.00	$36.00
59	39. Group V - Management/Supervision a. Group V Management/Supervision	12	$4.00	$48.00
	Group V Total On-Going Costs Per Year			$765.00

sow	**GROUP VI**			
60	40. Watering and Irrigation System Management a. Valve Box Integrity - Replace Covers, Check for Safety and Security (Daily)	364	$1.00	$364.00
60	b. Inspect, Operate, Control and Make Adjustments (Once a week)	52	$2.00	$104.00
61	c. Test System for Operability, Ongoing Repair of System Components and Response to Intermittent Malfunctions (Once a week)	52	$4.00	$208.00
62	41. Group VI - Site Inspection and Reporting a. Per Requirements	364	$4.00	$1,456.00
63	42. Group VI - Management/Supervision a. Group VI Management/Supervision	364	$2.00	$728.00
	Group VI Total On-Going Costs Per Year			$2,860.00

sow	**SEASONAL SPECIALTY TASKS**	**Annual Frequency**	**Cost Per Frequency****	Annual Cost
64	43. Shrub and Tree Care/Pruning	N/A		
65	44. Cultivating Tasks performed daily as indicated on the SOW	N/A		
66	45. Renovation/Vertical Mowing	N/A		
67	46. Turf Reseeding/Restoration of Bare Areas	N/A		
68	47. Disease/Insect Control	N/A		
69	48. Plant Materials a. Replacement	N/A		
	Tasks performed as indicated on the SOW b. Slope Bare Areas	N/A		
	Seasonal Specialty Tasks Total On-Going Costs Per Year			N/A

**Cost per frequency must be a reasonable representation of the hours and cost to complete the required task.

EXHIBIT B
PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

FACILITY: **CHARLES WHITE PARK**
77 Mountain View Street
Altadena, CA 91001

ANNUAL COSTS

GROUP I	$2,451.00
GROUP II	$19,117.00
GROUP III	N/A
GROUP IV	$2,416.00
GROUP V	$765.00
GROUP VI	$2,860.00
SEASONAL SPECIALTY TASKS	N/A
TOTAL ANNUAL COSTS	$27,609.00

EXHIBIT B
PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

FACILITY: **Monument Park (Altadena Triangle)**
SW Corner Lave Avenue & Altadena Drive
Altadena, CA 91001

sow	**GROUP I**	**Annual Frequency**	**Cost Per Frequency****	Annual Cost
18	1. Mowing			
	a. General Turf Areas * (April thru Nov., once per week (35); December thru March, once every 2 weeks (8))	43	$55.00	$2,365.00
	b. Specialized Areas	N/A		
19	2. Group I - Site Inspection and Reporting *	43		
	Per Requirements specified in Section 19 of SOW		$1.00	$43.00
20	3. Group I - Management/Supervision*	43		
	Per requirements specified in Section 20 of SOW		$1.00	$43.00
	Group I Total On-Going Costs Per Year			$2,451.00
sow	**GROUP II**			
21	4. Mechanical Edging			
	a. Turf Areas (Tasks performed with mowing servces)	43	$6.00	$258.00
	b. Ground Cover Areas (Once per month)	12	$5.00	$60.00
22	5. Weed Removal in areas where it is impractical to use chemicals			
	a. Walks, Beds, Planters, Hardscape (Once per week)	52	$4.00	$208.00
	b. Bare Areas (Once per month)	12	$3.00	$36.00
	c. Undeveloped Areas (Once per month)	N/A		
23	6. Litter Control			
	a. Developed Areas (Daily)	364	$1.00	$364.00
	b. Undeveloped Areas (Once per week)	N/A		
24	7. Trash Containers			
	a. Empty Exterior Trash Containers (Daily)	364	$1.00	$364.00
25	8. Trash Bin Removal From Site (Once per week)	N/A		
26	9. Raking			
	a. Turf Under Trees * (Once per month)	12	$4.00	$48.00
	b. Planter Beds and Planters (Once per week)	52	$3.00	$156.00

*Frequency may be reduced if further reduction is necessary.
**Cost per frequency must be a reasonable representation of the hours and cost to complete the required task.

EXHIBIT B
PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

FACILITY: **Monument Park (Altadena Triangle)**

SOW	GROUP II (continued)	Annual Frequency	Cost Per Frequency**	Annual Cost
27	10. Pruning and Hedge Trimming			
	a. Tree Clearance (Once per month)	12	$8.00	$96.00
	b. Shrub Pruning * (Once per month)	12	$7.00	$84.00
	c. Hedge Shaping and Trimming * (Once per month)	N/A		
	d. Ground Cover Pruning * (Once per month)	12	$6.00	$72.00
28	11. Sweeping			
	a. Hard Surfaces, Walks, Steps, Parking Lot Corners, Tennis Courts, Basketball Courts (Daily)	N/A		
	b. Picnic Table Pads * (Daily)	N/A		
	c. Picnic Shelters * (Daily)	N/A		
29	12. Washing			
	a. Tennis Courts * Per requirements specified in Section 29.1 of SOW. (Once per week)	N/A		
	b. Picnic Table Pads * Per requirements specified in Section 29.2 of SOW. (Once per week)	N/A		
	c. Patio/Designated Areas Used for Food Service * Tasks performed on Monday, Wednesday, and Friday. Once per day, before 10am	N/A		
	d. Picnic Shelters * Tasks performed on Monday, Wednesday, and Friday. Once per day, before 10am	N/A		
30	13. Graffiti Eradication and Control			
	a. Exterior Per requirements specified in Section 30.1 of SOW. (Daily)	364	$1.00	$364.00
	b. Interior Per requirements specified in Section 30.1 of SOW. (Daily)	N/A		
31	14. Sand/Woodchips Play Area/Playground Equipment			
	a. Inspect Playground Site and Equipment for Safety * (Daily)	N/A		
	b. Maintain Sand/Woodchips Play Area(s) Tasks performed as specified In section 31 of SOW on a daily basis	N/A		
	c. Sweep Walks Around Play Area & Return Sand/Woodchips to Play Area (Daily)	N/A		

* Frequency may be reduced if further reduction is necessary.
**Cost per frequency must be a reasonable representation of the hours and cost to complete the required task.

EXHIBIT B
PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

FACILITY: **Monument Park (Altadena Triangle)**

SOW	GROUP II (continued)	Annual Frequency	Cost Per Frequency**	Annual Cost
32	15. Picnic Areas/Shelters			
	a. Daily Operations *	N/A		
	b. Weekly Operations	N/A		
33	16. Drinking Fountains Maitenance			
	a. Interior and Exterior Driking Fountains * (Daily)	N/A		
34	17. Aerification *			
	a. Per Specification - Section 34 (Three per year, April thru November, as directed by Director)	3	$28.00	$84.00
35	18. Fertilization*			
	a. Per SOW Specification - Section 35 (Three per year, April thru November, as directed by Director)	3	$34.00	$102.00
36	19. Rodent Control*			
	a. Per Specification - Section 36.1 (Once per Week)	52	$1.00	$52.00
	b. Per Specification - Section 36.2 (Tasks performed prior to each mowing operation)	43	$4.00	$172.00
37	20. Swales and Drains			
	a. Per Specification - Section 37 (Once per month)	N/A		
38	21. Service Yards and Storage Areas			
	a. Per Specification - Section 38 (Once per week)	N/A		
39	22. Dog Waste Stations (Daily; prior to 8:00am)	N/A		
40	23. Group II - Site Inspection and Reporting Per Requirements specified in Section 39 of SOW	364	$1.00	$364.00
41	24. Group II - Management/Supervision Per Requirements specified in Section 40 of SOW	364	$1.00	$364.00
	Group II Total On-Going Costs Per Year			$3,248.00

SOW	GROUP III		
42	25. Sports Field Maintenance		
	a. Ballfield Preparation for each Diamond Per Recreation Schedule (2x364)* (As directed each diamond)	N/A	
	b. Periodic Preparations for each Diamond (2x12)* (Once per month each diamond)	N/A	

* Frequency may be reduced if further reduction is necessary.

**Cost per frequency must be a reasonable representation of the hours and cost to complete the required task.

EXHIBIT B
PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

FACILITY: **Monument Park (Altadena Triangle)**

	GROUP III (continued)	**Annual Frequency**	**Cost Per Frequency****	Annual Cost
	c. Detailing Sports Field Areas (2x52)* (Once every week each diamond)	N/A		
42.6	d. Horseshoe Pit Maintenance * (Daily)	N/A		
	e. Equestrian Arena			
	Daily Maintenance Tasks	N/A		
	Weekly Maintenance Tasks	N/A		
43	26. Group III - Site Inspection and Reporting			
	a. Per Requirements	N/A		
44	27. Group III - Management/Supervision			
	a. Group III Management/Supervision	N/A		
	Group III Total On-Going Costs Per Year			N/A

	GROUP IV		
sow			
	28. Building Maintenance		
45	a. Basic Interior Building Maintenance		
	Level I - Requires full agreement mandates plus additional stipulated functions*	N/A	
	Davies Building - (Tasks performed Daily)		
	Level II - Requires full agreement mandates*	N/A	
	(Three time per week: Monday, Wednesday, Friday)		
	Level III - Requires that daily and weekly agreement mandates be performed together	N/A	
	District Sub-Office - (Tasks performed once weekly)		
46	b. Periodic Interior Building Maintenance		
	Weekly *	N/A	
	Monthly *	N/A	
	Gymnasium Building		
47	c. Gymnasium Floor *	N/A	
	Task performed 5 times per week: Monday-Friday		
	d. Shower & Locker Rooms Maint. ***	N/A	
	e. Weight Room	N/A	
48	29. Inspect/Replace Exterior Security Lights* (Once per month))	N/A	
49	30. Hose Off Exterior of Building and Adjacent Plants * (Once per week)	N/A	

* Frequency may be reduced if further reduction is necessary.
**Cost per frequency must be a reasonable representation of the hours and cost to complete the required task.
***Shower/locker rooms shall be thoroughly cleaned using appropriate steps identified in restroom maintenance procedures.

EXHIBIT B
PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

FACILITY: **Monument Park (Altadena Triangle)**

sow	**GROUP IV (continued)**	**Annual Frequency**	**Cost Per Frequency****	Annual Cost
50	31. Clean Interior and Exterior Storage and Maintenance Rooms * (Once per week)	N/A		
51	32. Daily Restroom Maintenance			
	a. Interior Restrooms *			
	First cleaning performed prior to 8:00am	N/A		
	Second cleaning performed after 1:00pm, but prior to 2:30pm	N/A		
	b. Comfort Stations *			
	First cleaning performed prior to 8:00am	N/A		
	Second cleaning performed after 1:00pm, but prior to 2:30pm	N/A		
52	33. Weekly Restroom Maintenance			
	a. Interior Restrooms *	N/A		
	b. Comfort Stations *	N/A		
53	34. Monthly Restroom Maintenance			
	a. Interior Restrooms*	N/A		
	b. Comfort Stations*	N/A		
54	35. Group IV - Site Inspection and Reporting			
	a. Per Requirements	N/A		
55	36. Group IV - Management/Supervision			
	a. Group IV Management/Supervision	N/A		
	Group IV Total On-Going costs Per Year			N/A
sow	**GROUP V**			
56	37. Chemical Edging/Detailing			
	a. Turf - detailing general turf areas with systemic herbicides * (Once every month, March through November, Inclusive)	9	$18.00	$162.00
	b. Beds, Planters, Walkways, Hard Surfaces, Picnic Areas Undeveloped Areas, Drainage Areas, Play Areas, Patios, Walkways, Curbs, Gutters, Expansion Joints, Roadways, Stream Beds - with systemic herbicides* (Once per month)	12	$22.00	$264.00
57	c. Broadleaf Control in Turf Areas* (Once annually as scheduled by Director)	N/A		

* Frequency may be reduced if further reduction is necessary.
**Cost per frequency must be a reasonable representation of the hours and cost to complete the required task.

EXHIBIT B
PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

FACILITY: **Monument Park (Altadena Triangle)**

sow	**GROUP V (continued)**	**Annual Frequency**	**Cost Per Frequency****	Annual Cost
58	38. Group V - Site Inspection and Reporting a. Per Requirements	12	$1.00	$12.00
59	39. Group V - Management/Supervision a. Group V Management/Supervision	12	$1.00	$12.00
	Group V Total On-Going Costs Per Year			$450.00

sow	**GROUP VI**			
60	40. Watering and Irrigation System Management a. Valve Box Integrity - Replace Covers, Check for Safety and Security (Daily)	364	$1.00	$364.00
60	b. Inspect, Operate, Control and Make Adjustments (Once a week)	52	$4.00	$208.00
61	c. Test System for Operability, Ongoing Repair of System Components and Response to Intermittent Malfunctions (Once a week)	52	$2.00	$104.00
62	41. Group VI - Site Inspection and Reporting a. Per Requirements	364	$1.00	$364.00
63	42. Group VI - Management/Supervision a. Group VI Management/Supervision	364	$1.00	$364.00
	Group VI Total On-Going Costs Per Year			$1,404.00

sow	**SEASONAL SPECIALTY TASKS**	**Annual Frequency**	**Cost Per Frequency****	Annual Cost
64	43. Shrub and Tree Care/Pruning	N/A		
65	44. Cultivating Tasks performed daily as indicated on the SOW	N/A		
66	45. Renovation/Vertical Mowing	N/A		
67	46. Turf Reseeding/Restoration of Bare Areas	N/A		
68	47. Disease/Insect Control	N/A		
69	48. Plant Materials a. Replacement	N/A		
	Tasks performed as indicated on the SOW b. Slope Bare Areas	N/A		
	Seasonal Specialty Tasks Total On-Going Costs Per Year			N/A

**Cost per frequency must be a reasonable representation of the hours and cost to complete the required task.

EXHIBIT B
PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

FACILITY: **Monument Park (Altadena Triangle)**
SW Corner Lave Avenue & Altadena Drive
Altadena, CA 91001

ANNUAL COSTS

GROUP I	$2,451.00
GROUP II	$3,248.00
GROUP III	N/A
GROUP IV	N/A
GROUP V	$450.00
GROUP VI	$1,404.00
SEASONAL SPECIALTY TASKS	N/A
TOTAL ANNUAL COSTS	$7,553.00

EXHIBIT B
PRICING AND BILLING SCHEDULE AND PERFORMANCE FREQUENCIES

ALTADENA AREA PARKS
COSTS SUMMARY

FACILITY	ANNUAL COSTS	ANNUAL HOURS
Charles Farnsworth Park	$162,492.00	4,784
Loma Alta Park	$48,069.00	3,952
Charles White Park	$27,609.00	1,456
Monument Park (Altadena Triangle)	$7,553.00	208
	==========	==========
ANNUAL CONTRACT COSTS	$245,723.00	10,400
	==========	==========

Quality Control Plan

All aspects of landscape maintenance and irrigation are monitored to ensure compliance with the Contract as stated in the Statement of Work, Exhibit B. The quality control plan which will be implemented by our company will include an annual maintenance task schedule. The items on the task schedule will be reviewed by the Area Field Supervisor who will review it with the Foreman and Gardeners on site. The Area Field Supervisor will be assigned to inspect the properties a minimum of two (2) times per week. A landscape job-walk will be scheduled one (1) time each month to develop a landscape punch list for our crews.

A written landscape punch list report will document all monitoring results. A copy of this punch list report will be mailed to the contract monitor and will also be given to our Field Supervisor and Foreman so our crews can address and implement the punch list items into their daily work routine. The Field Supervisor and Foreman will inspect these punch list items to ensure the work was completed and done properly.

Lorenzo Gomez, Area Field Supervisor, will be responsible for the overall management of the landscape maintenance operations. Mr. Gomez has extensive landscape field experience and has been employed with our company for over 26 years. A landscape maintenance foreman will also be assigned to oversee and supervise the day to day landscape maintenance work of our crews.

Veronica Avila, Customer Service Manager, receives and manages all our service calls from our clients. A work order is written and distributed to our Field Operations Manager, Field Supervisor and Foreman. Once the work has been completed by our crews, our Field Supervisor inspects the work to make sure it was completed properly and in a professional manner. Our Customer Service Manager follows up with our clients to inform them that the work they requested has been completed and to make sure they are satisfied with the job performed.

Inspection records will include our written monthly landscape punch list reports which will be provided to the County Monitor. These records will be kept at our office for review should other County personnel wish to review.

Please see the attached sample forms that are used in our frequent monitoring.

- Irrigation Repair work Log
- Field Deficiency Report
- Authorization for Work
- Task Schedule (Sample)
- Inspection Sheets (Sample)

Any claims for damage to personal or Los Angeles County Parks property will be handled by our Customer Service Manager, Veronica Avila. Ms. Avila will gather the information from the claimant and work directly with our Field Superintendent and Filed Supervisor to resolve the situation. Should a conflict of interest situation occur at any time, David Melito, Operations Manager will be immediately notified to investigate and handle the situation.

IRRIGATION REPAIR WORK LOG

ConepoCrest

JOB NAME:

CREW LEADER:

DATE:	LOCATION:	WORK PERFORMED:	PARTS:	COMPLETED BY:

ConejoCrest
LandscapeManagement

FIELD DEFICIENCY REPORT

Date: _____

Reported to: _____

Job: _____

Location: _____

Deficiency to Report: _____

_____

_____

_____

_____

_____

_____

Reported by: _____

CONEJO CREST LANDSCAPE, INC.
16435 HART STREET
VAN NUYS, CA 91406

Authorization for Work

No. 1409

Date: _____

Job

Job Name: _____

Job Number: _____

Description of Work: _____

Location of Work: _____

Terms Offered: _____

Bill To:

Name: _____

Address: _____

Ph: _____

Description	Hours	Quantity	Unit Price	Amount
			Total Amount	

Note: This estimate is good for 60 days from the date shown above.

Instructions to Contractor or Owner: This proposal properly signed by your agent has been accepted as authorization to perform the work and you accept the above prices, specifications, and conditions as stated. All work shall be performed In a professional manner according to Industry standards. Any alteration of deviation from the above specifications involving extra costs will be done only upon a written change order. The costs will become an extra charge over and above this estimate.

Conejo Crest _____ Date _____

Owner or Agent's Approval _____ Date _____

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Ref. No. C 208105993

TASK SCHEDULE

ALTADENA PARKS -ALTADENA TRIANGLE

TASK FREQUENCY LIST (JANUARY 2015 - DECEMBER 2015)

FREQUENCY	*TASK*	*DESCRIPTION*	*S*	*M*	*T*	*W*	*T*	*F*	*S*
1x / 2 Weeks	Mechanical Edging (Dec. - March)	Turf Areas					X		
1X / 2 Weeks	Mowing (Dec. - March)	Mowing operation shall be preformed in a workmanlike manner without scalping or allowing excessive cuttings to remain. Turf shall be mowed with a reel - type mower and configuered so that the outer					X		
3X / year (April, June, November)	Aerification	Aerate all turf areas by using a device that removes cores to a depth of two inches							
3X / year (April, June, November)	Fertilization/Broadleaf Control	Apply fertilizer in sections, determined by the areas cover by irrigation, areas shall be soaked after fertilization. Turf areas shall not receive less than (1) pound of nitrogen balance fertilizer							
Daily	Graffitti - Exterior	All exterior wall surfaces, park signs and park fountains, wooden bridges and play structures, picnic pavilions, patios, tables and slabs, restroom and comfort stations- all exterior wall window	X	X	X	X	X	X	X
Daily	Irrigation/Watering	Replace covers, check for safety and security	X	X	X	X	X	X	X
Daily	Litter Control	Developed – Turf beds, planters, walkways, hard courts areas, play areas, arenas, picnic pavilions, stadium areas, sand areas, patios, drainage areas, areas on slopes from toe or top of slope to (10) feet up or down the slope adjacent to developed areas, roadways, parking lots, service yards, and lakes and streams. Must be completed by 10:00 a.m	X	X	X	X	X	X	X
Daily	Empty Exterior Trash Cans	Exterior trash contrairers shall be emptied prior to 10:00 am. Place trash cans in public areas Containers shall be cleaned and painted to avoid insects and to have an asteic appearance.	X	X	X	X	X	X	X
Monthly (WEEK 4)	Pruning and Hedge trimming Ground cover thinning	Ground cover - prune to maintain a neat edge along planter box walls. All runners that start to climb buildings, shrubs or trees shall be pruned out of these areas.				X			
Monthly (WEEK 1)	Raking	Turf under trees			X				
Monthly (WEEK 2	Mechanical Edging	Ground Cover Areas		X					
Monthly (WEEK 2)	Weed Removal (Bare Areas)	Remove weeds and where it is impractical use chemicals.		X					
Monthly (WEEK 3) March - Oct	Chemical Application	Turf- detailing general turf areas with Systemic Herbicides						X	
Monthly (WEEK 3)	Chemical Application	Beds, planters, walkways, hard surfaces etc. to be treated with Systemic Herbicides.						X	
Monthly (WEEK 4)	Pruning and Hedge trimming Tree clearance.	Maintain a 7ft cleanrance for all branches and 14 ft for overhangs. Maintain formal hedges for plant material. Inspect plant ties. Remove dead shrubs and trees. Replace missing or damaged				X			
Monthly (WEEK 4)	Pruning and Hedge trimming. Shrub prunning	Shrub Pruning				X			
Weekly	Mechanical Edging (April - Nov.)	Turf Areas (April - Nov.)					X		

FREQUENCY	TASK	DESCRIPTION	S	M	T	W	T	F	S
Weekly	Mowing (April - Nov.)	Mowing operation shall be preformed in a workmanlike manner without scalping or allowing excessive cuttings to remain. Turf shall be mowed with a reel - type mower and configuered so that the outer edges of the blade shall extend 18" to 24" beyond the outer edge of the wheel. Mowing heigh shall be no less than 3/4" and may be set as high as 4" with normalcy based upon turf species and site conditions. Walkways shall be cleaned immediately following each mowing so that no clippings create a hazardous condition.					X		
Weekly	Rodent Control	All areas shall be maintained free of rodents including but not limited to gophers and ground squirrels causing damge to turf, shrubs, groundcover, trees and irrigation system		X					
Weekly	Irrigation/Watering	Inspect, Operate, Control and make adjustments						X	
Weekly	Irrigation/Watering	Repair, replace, relocate sprinkler heads					X		
Weekly	Trash Bin contents -Removal from site	All trash and debris shall be placed in correct area			X				
Weekly	Raking	Planter beds and Planters					X		
Weekly	Weed Removal	Weeds must be removed where it is impractical to use chemcials such as walkways, beds, planters, hardscape			X				
Weekly / 1x every 2weeks (same as mowing schedule.)	Rodent Control	Prior to mowing operation - backfill, remove rake to level any rodent activity - holes, mounds etc....					X		

Monthly Landscape Inspection Report

ation:

Month: | Date:

Acceptable | Not Acceptable

☐ Weeds	☐ Trash/Debirs	☐ Rodents	☐ Insects/Diseases	☐ Shrubs/Vines
☐ Trees	☐ Irrigation	☐ Groundcover	☐ Turf	☐ Fertilizer
☐ Enclosures	☐ Annual Color	☐ Trash Cans	☐ Lighting	☐ Detention Basins
☐ "V" Ditches	☐ Stamped Concrete/Parking Lots	☐ Drinking & Ornamental Fountains	☐ Security	☐ Pet Stations
☐ Vision/Trip/Slips Hazards	☐ Silt Run-off	☐ Private Trimmings	☐ Tree Staking	☐ C/G Weeds & Debris

Notes:

Location:

Month: | Date:

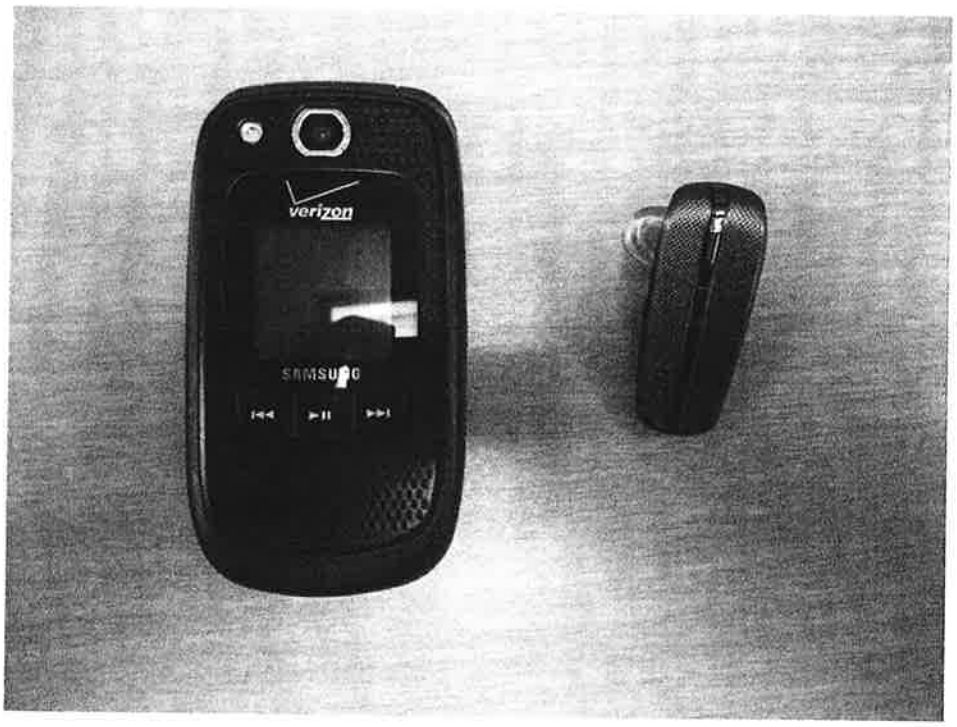
Acceptable | Not Acceptable

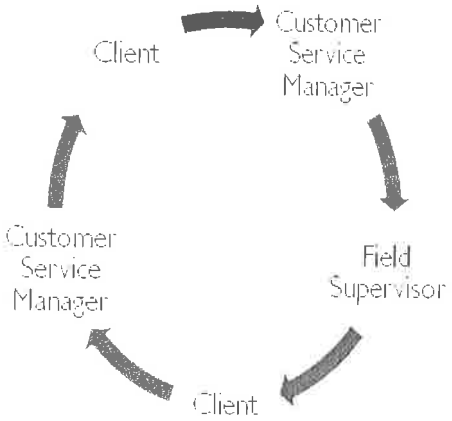
☐ Weeds	☐ Trash/Debirs	☐ Rodents	☐ Insects/Diseases	☐ Shrubs/Vines
☐ Trees	☐ Irrigation	☐ Groundcover	☐ Turf	☐ Fertilizer
☐ Enclosures	☐ Annual Color	☐ Trash Cans	☐ Lighting	☐ Detention Basins
☐ "V" Ditches	☐ Stamped Concrete/Parking Lots	☐ Drinking & Ornamental Fountains	☐ Security	☐ Pet Stations
☐ Vision/Trip/Slips Hazards	☐ Silt Run-off	☐ Private Trimmings	☐ Tree Staking	☐ C/G Weeds & Debris

Notes:

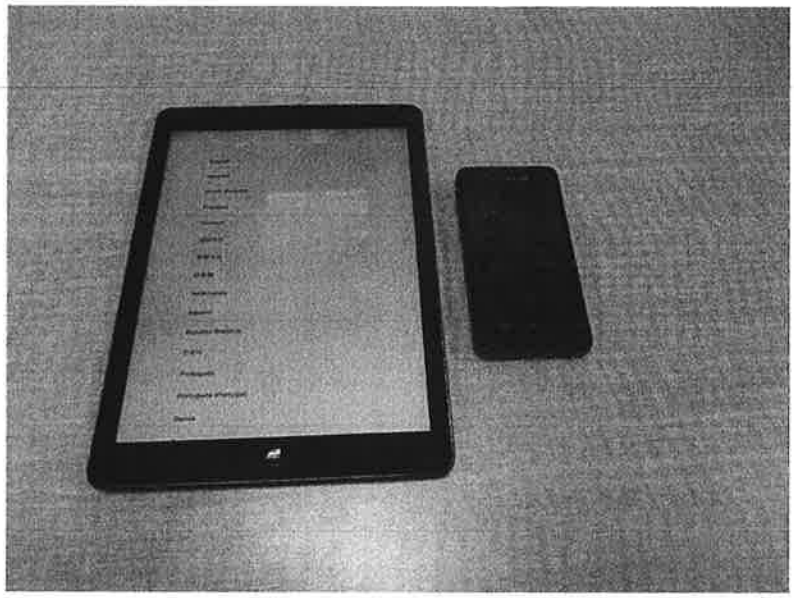
Communication

Our Foreman, Irrigation Technicians and Landscape Maintenance Foreman are all equipped with a Samsung Convoy 2, which enables our employees to be in constant communication with our main office. Employees have the capability to send and receive text message alerts. Should a problem arise on the field, employees can contact either the Field Supervisor or our Customer Service Manager. The customer service manager will also be in constant communication with the field employees for any tasks that need to be completed right away.





Our Field Supervisors are furnished with Smart Phones and IPads so they may communicate with our office and customers more efficiently and at a moments notice. Both the Smart Phones and IPads have cameras so our Field Supervisors may take photographs out in the field to better communicate with our clients on field situations.



Proposers Ability to Respond and Provide Back-up Staff and Equipment in Emergencies:

Our service yards are located in Van Nuys, Simi Valley, Ventura and Palmdale which will enable our company to respond at a moments notice for all emergency situations. Our Van Nuys location is nearby the site locations and will be able to provide access for our company's back up crews and fleet of trucks and equipment. Our company currently has a fleet of over 75 vehicles and over $2,000,000.00 in equipment inventory.

Green Waste Initiative

Conejo Crest Landscape Management, Inc. intends to use recyclable mowers for our crew operators in order to reduce green waste and provide nutrients to the turf grass. The grass clippings will be mulched into fine clippings and remain on the turf where it will decompose and provide nitrogen nutrients to the lawn areas. Additionally, we will reduce the labor requirements since the grass clippings will not be required to be picked-up, bagged and hauled away. Our company will dedicate a brush chipper to grind all tree and shrub branches to provide wood chip mulch. The wood chip mulch will be stored on-site and spread out into the landscape at approved designated areas. This mulch will retain moisture in the soil, reduce irrigation requirements and help control weed growth. Additionally, the wood chip mulch improve the overall aesthetics of the landscape through it's decorative qualities.

Our company Green Waste Management Plan intends to have one (1) 40 cubic yard dumpster which will be stored on-site that will solely be used for green waste material. Our waste management company will convert this green waste into compost which will be then utilized in the landscape as organic soil amendments. One (1) - 4 cubic yard dumpster will be provide for our crew members to dump all non-green waste debris. Both containers will be picked up weekly or as needed.

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Conejo Crest Landscape, Inc.
Company Name

16435 Hart Street, Van Nuys CA 91406
Address

01-0829343
Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	(X)	( )
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	(X)	( )
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	(X)	( )
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	(X)	( )

David L. Melito
Signature

2/19/2016
Date

David L. Melito, Operations Manager
Name and Title of Signer (please print)

EXHIBIT E

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT MANAGER:

Name: Mr. Bill Hottran

Title: Regional Grounds Maintenance Supervisor

Address: 265 Cloverleaf Drive

Baldwin Park, CA 91706

Telephone: (626) 369-1910 Facsimile: (626)968-1372

E-Mail Address: bhottran@parks.lacounty.gov

COUNTY CONTRACT PROJECT MONITOR:

Name: Patti Switzer

Title: Landscape Contract Monitor

Address: 265 Cloverleaf Drive

Baldwin Park, CA 91706

Telephone: (626) 917-9493 Facsimile: _____

E-Mail Address: pswitzer@parks.lacounty.gov

EXHIBIT F

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: Conejo Crest Landscape, Inc.

CONTRACT NO: _____

CONTRACTOR'S PROJECT MANAGER:

Name: Lorenzo Gomez
Title: Field Supervisor
Address: 16435 Hart Street
Van Nuys, CA 91406
Telephone: 818-253-5690
Facsimile: 818-988-4934
E-Mail Address: lgomez@conejocrest.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: David L. Melito
Title: Operations Manager
Address: 16435 Hart Street
Van Nuys CA 91406
Telephone: 818-988-9696 or Cell 818-253-5689
Facsimile: 818-988-4934
E-Mail Address: dmelito@conejocrest.com

Name: _____
Title: _____
Address: _____
_____
Telephone: _____
Facsimile: _____
E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: David L. Melito
Title: Operations Manager
Address: 16435 Hart Street
Van Nuys CA 91406
Telephone: 818-988-9696 or Cell: 818-253-5689
Facsimile: 818-988-4934
E-Mail Address: dmelito@conejocrest.com

EXHIBIT G

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY CERTIFICATION

CONTRACTOR NAME **Conejo Crest Landscape, 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: 4 / 14 / 2016

PRINTED NAME: David L. Melito

POSITION: Operations Manager

(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.)

EXHIBIT H

STATE OF CALIFORNIA Edmund G. Brown Jr., *Governor*

DEPARTMENT OF INDUSTRIAL RELATIONS
Office of the Director – Research Unit
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

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

March 4, 2014

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

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

Effective July 1, 2014, the minimum wage in California is nine dollars ($9.00) per hour. Effective January 1, 2016, the minimum wage in California is ten dollars ($10.00) per hour. The Director's prevailing wage determinations shall not be below the California minimum wage. Each employer is required to pay at least the California minimum wage for the basic hourly rate in all cases where the published prevailing wage rate is below the California minimum wage. Any and all employer payments required by these determinations must also be paid.

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

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

CRAFT: ## LANDSCAPE MAINTENANCE LABORER
(APPLIES ONLY TO ROUTINE LANDSCAPE MAINTENANCE WORK NOT NEW LANDSCAPE CONSTRUCTION)[1]

DETERMINATION: SC-LML-2014-1
ISSUE DATE: August 22, 2014
EXPIRATION DATE OF DETERMINATION: September 30, 2014* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Office of the Director – Research Unit at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

		Employer Payments					Straight-Time		Overtime
LOCALITY:	Basic Hourly Rate	Health and Welfare	Pension	Vacation	Holiday	Training	Hours	Total Hourly Rate	1 1/2X
Imperial	$9.00	-	-	[a] 0.115	0.17	-	8	[b]9.285	[b]13.785
Inyo, Mono and San Bernardino	9.00	-	-	0.30	0.17	-	8	9.47	13.97
Kern	9.00	-	-	[c] 0.16	0.17	-	8	[b]9.33	[b]13.83
	10.00	-	-	[d] 0.27	0.46	-	8	[b]10.73	[b]15.73
Los Angeles	9.00	0.89	-	[e] 0.115	0.14	-	8	[b]10.145	[b]14.645
Orange	9.00	-	-	[f] 0.11	0.11	-	8	[b]9.22	[b]13.72
Riverside	9.00	-	-	[g] 0.20	0.16	-	8	[b]9.36	[b]13.86
San Diego	9.00	-	-	0.22	0.115	-	8	9.335	13.835
	9.00	-	-	0.24	0.12	-	8	9.36	13.86
San Luis Obispo	9.00	-	-	[k] 0.15	0.15	-	8	9.30	13.80
	9.00	-	-	[l] 0.16	0.16	-	8	9.32	13.82
Santa Barbara	9.00	-	-	[h] 0.12	0.12	-	8	[b]9.24	[b]13.74
	9.00	-	-	[i] 0.13	0.13	-	8	[b]9.26	[b]13.76
Ventura	9.00	-	-	0.115	0.16	-	8	9.275	13.775
	9.00	2.97	-	[j] 0.19	0.26	-	8	[b]12.42	[b]16.92

Craft is not apprenticeable.
NOTE: If there are two rates, the first rate is for routine work, the second rate is for complex work.

[a] $0.22 after 3 years of service.
[b] Computation is based on the first years of employment. This rate should be increased by any applicable vacation increase as stated in other footnotes.
[c] $0.31 after 2 years of service.
[d] $0.54 after 2 years of service: $0.81 after 3 years of service.
[e] $0.24 after 3 years of service: $0.37 after 7 years of service.
[f] $0.22 after 4 years of service.
[g] $0.40 after 3 years of service.
[h] $0.23 after 2 years of service.
[i] $0.27 after 2 years of service.
[j] $0.38 after 3 years of service.
[k] $0.29 after 2 years of service.
[l] $0.31 after 2 years of service.

[1] This determination does not apply to work of a landscape laborer employed on landscape construction (work incidental to construction or post-construction maintenance during the plant installation and establishment period). The following is a description of the landscape work cover under this determination:

ROUTINE – mowing, watering, pruning, trimming, weeding, spraying, occasional planting and replacement of plants and janitorial work incidental to such landscape maintenance.
COMPLEX – servicing of irrigation and sprinkler systems, repairing of equipment use in such landscape maintenance.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the Internet at http://www.dir.ca.gov/OPRL/PWD. Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

California Department of Industrial Relations

PUBLIC WORKS PAYROLL REPORTING FORM

EXHIBIT I

Page _____ of _____

NAME OF CONTRACTOR: OR SUBCONTRACTOR:

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

ADDRESS:

PAYROLL NO.:

FOR WEEK ENDING:

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

PROJECT OR CONTRACT NO.: PROJECT AND LOCATION:

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

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

*OTHER – Any other deductions, contributions and/or payments whether or not included or required by prevailing wage determinations must be separately listed. Use extra sheet(s) if necessary

CERTIFICATION **MUST** be completed
(See reverse side)

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

NOTICE TO PUBLIC ENTITY

For Privacy Considerations

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

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

- -

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

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

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

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

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

Date: _____ Signature: _____

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

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2015)

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

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

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

Note: You are encouraged to notify each employee whose wages for 2015 are less than $53,267 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you give an employee a Form W-2 on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If you give an employee a substitute Form W-2, but it does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 8, 2016.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can download copies of the notice at *www.irs.gov/formspubs*. Or you can go to *www.irs.gov/orderforms* to order it.

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

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2015 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2015 and owes no tax but is eligible for a credit of $800, he or she must file a 2015 tax return to get the $800 refund.

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

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

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,

2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

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

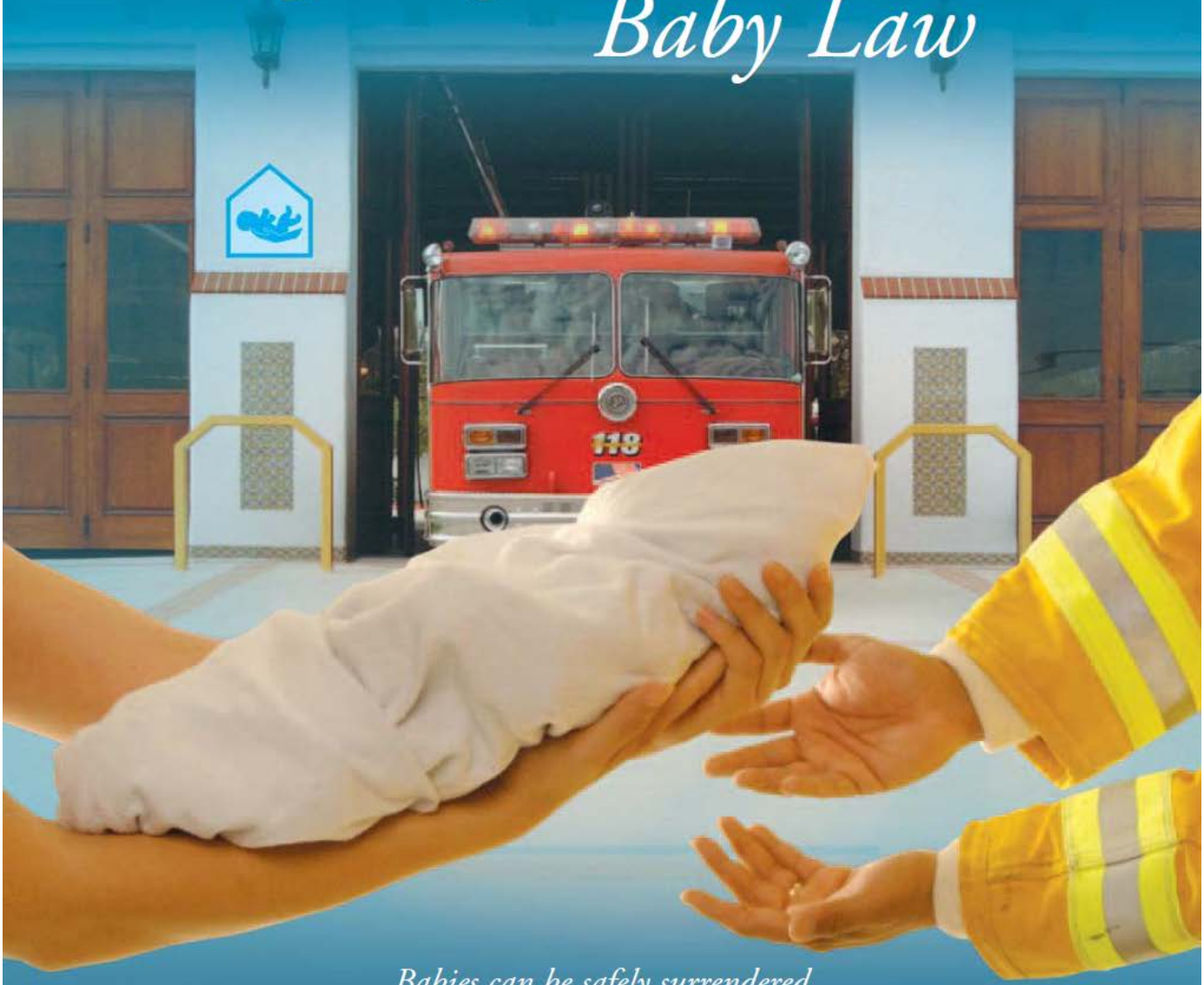
"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

EXHIBIT L

Safely Surrendered *Baby Law*



Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County

No shame. No blame. No names.

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

www.babysafela.org

EXHIBIT L

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

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

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.

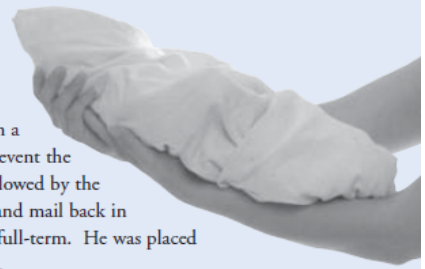
What happens to the parent or surrendering adult?

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.

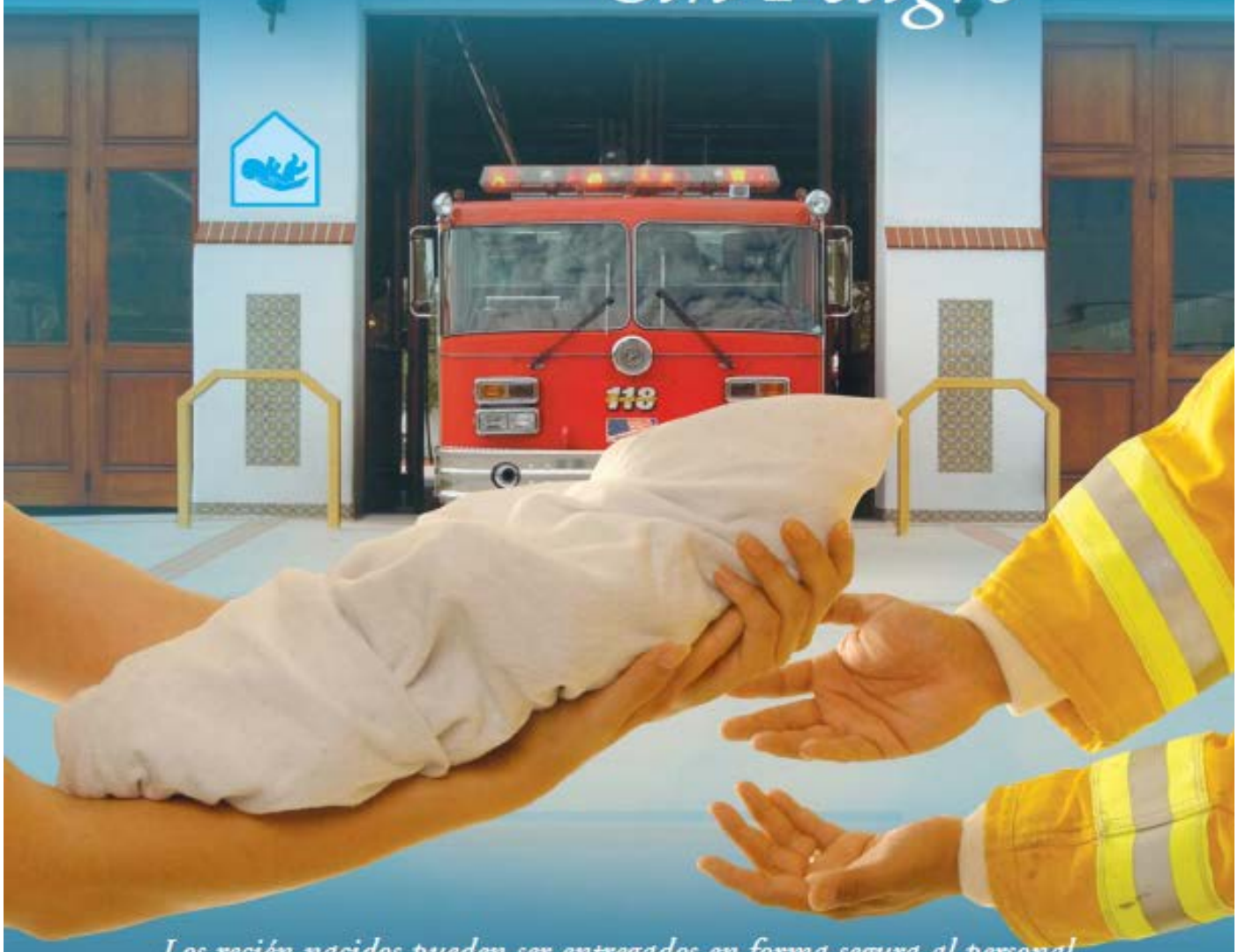
A baby's story



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.

EXHIBIT L

Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org

EXHIBIT L

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

Ley de Entrega de Bebés *Sin Peligro*

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

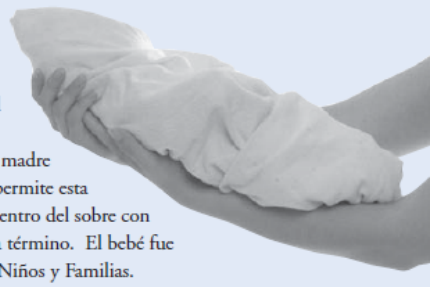
¿Qué pasará con el padre/madre o adulto que entregue al bebé?

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé



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

Chapter 2.201 - LIVING WAGE PROGRAM

- 2.201.010 - Findings.
- 2.201.020 - Definitions.
- 2.201.030 - Prospective effect.
- 2.201.040 - Payment of living wage.
- 2.201.050 - Other provisions.
- 2.201.060 - Employer retaliation prohibited.
- 2.201.070 - Employee retention rights.
- 2.201.080 - Enforcement and remedies.
- 2.201.090 - Exceptions.
- 2.201.100 - Severability.

Sections:

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- or part-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 Executive Officer, but in no event less than 35 hours worked per week.

E. "Part time" means less than 40 hours worked per week, unless a lesser number is a recognized industry standard and is approved as such by the Chief Executive Officer.

F. "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. 2015-0061 § 1, 2015: Ord. 2007-0011 § 2, 2007: Ord. 99-0048 § 1 (part), 1999.)

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. [16] 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.)

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 rate set under this Chapter or in Title 8—Consumer Protection, Business and Wage Regulations, commencing with Section 8.100.010, whichever is higher. The rate shall be as follows:

1. On March 1, 2016, and thereafter the rate shall be $13.25 per hour;

2. On January 1, 2017, and thereafter the rate shall be $14.25 per hour;

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

3. On January 1, 2018, and thereafter the rate shall be $15.00 per hour;

4. On January 1, 2019, and thereafter the rate shall be $ 15.79 per hour;

5. Beginning January 1, 2020, and thereafter the living wage rate shall increase annually based on the average Consumer Price Index for Urban Wage Earners and Clerical Works (CPI-W) for the Los Angeles metropolitan area (Los Angeles-Riverside-Orange County, CA), which is published by the Bureau of Labor Statistics of the United States Department of Labor.

B. The Board of Supervisors may, from time to time, adjust the amounts specified in subsection A of this Section, above for future contracts. Any adjustments to the living wage rate specified in subsection A that are adopted by the Board of Supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments.

(Ord. 2015-0061 § 2, 2015: 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 Executive Officer and the Internal Services Department shall be responsible for the administration of this chapter. The Chief Executive Officer and the Internal Services Department may, with the advice of County Counsel, issue interpretations of the provisions of this chapter. The Chief Executive Officer in conjunction with the Internal Services Department 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.

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 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 Executive Officer in conjunction with the Internal Services Department. The Internal Services Department in conjunction with the Chief Executive 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. 2015-0061 § 3, 2015: Ord. 2011-0066 § 3, 2011: Ord. 99-0048 § 1 (part), 1999.)

2.201.060 - Employer retaliation prohibited.

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

(Ord. 99-0048 § 1 (part), 1999.)

2.201.070 - Employee retention rights.

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

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

1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;

2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and

3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.

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

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

1. Has been convicted of a crime related to the job or his or her job performance; or

2. Fails to meet any other county requirement for employees of a contractor.

D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees.

(Ord. 99-0048 § 1 (part), 1999.)

2.201.080 - Enforcement and remedies.

For violation of any of the provisions of this chapter:

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

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

1. Assess liquidated damages as provided in the contract; and/or

2. Recommend to the board of supervisors the termination of the contract; and/or

3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code.

(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.

(Ord. 2015-0061 § 4, 2015: 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.)

Living Wage Rate Annual Adjustments

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

Effective Date	Hourly Rate
March 1, 2016	$13.25
January 1, 2017	$14.25
January 1, 2018	$15.00
January 1, 2019	$15.79

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

The Chief Executive Office (CEO) will issue a memo advising departments of the CPI to be used when determining the Living Wage rate effective January 1, 2020, and every year thereafter.

Detailed Living Wage Program information is available at:

http://purchasingcontracts.co.la.ca.us/living_wage_program_p.pdf

EXHIBIT O

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 indirectly, 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: **Date:**
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 CONSISTENT WITH THE SERIOUSNESS OF THE VIOLATION.	

COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE

EXHIBIT P

NOTICE TO EMPLOYEES

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

THESE ARE YOUR RIGHTS. . .

Living Wage

Your employer shall pay you a Living Wage for services provided to the County of no less than the hourly rates and effective dates as follows:

Effective Date	Hourly Rate
March 1, 2016	$13.25
January 1, 2017	$14.25
January 1, 2018	$15.00
January 1, 2019	$15.79

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

Retaliation

You cannot be transferred, demoted or terminated because you reported violations of the Living Wage Program. All acts of retaliation can be reported to Internal Services Department by calling the Living Wage Hotline.

Worker Retention

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

Federal Earned Income Tax Credit

You may be eligible to apply for the Federal Earned Income Tax Credit and receive an annual monetary amount established by the IRS if you qualify. Application forms are available from your employer or by contacting the Internal Revenue Service at (800) 829-3676.

If you believe your rights have been violated, you should immediately contact the following:

_____ _____

Department Administering this Contract County Department Phone Number

OR

Internal Services Department
Countywide Contract Compliance Section
Living Wage Hotline
(888) 550-WAGE OR (888) 550-9243

Rev. March 2016

CONDADO DE LOS ÁNGELES
ORDENANZA DEL SUELDO DIGNO

EXHIBIT P

AVISO PARA LOS EMPLEADOS

Este empleador es un contratista del Condado de los Ángeles. Este contrato está sujeto a la Ordenanza del Sueldo Digno (Living Wage Ordinance - LWO) establecido por la Junta de Supervisores (Capítulo 2.201 del Código del Condado de Los Ángeles). Si usted es empleado de tiempo completo o de tiempo parcial y desempeña cualquier servicio al Condado bajo este contrato, a usted se le debe de pagar un "Sueldo Digno" por las horas que usted trabaje en el contrato del Condado.

ESTOS SON SUS DERECHOS. . .
Sueldo Digno (Living Wage)

Su empleador deberá pagarle a usted un Sueldo Digno por los servicios brindados al Condado por lo menos las tarifas por hora y a partir de las siguientes fechas de vigencia:

Fecha de Vigencia	Tarifa por hora
1° de Marzo de 2016	$13.25
1° de Enero de 2017	$14.25
1° de Enero de 2018	$15.00
1° de Enero de 2019	$15.79

Con vigencia a partir del 1° de enero de 2020, la tarifa del Sueldo Digno será ajustada de acuerdo al Índice de Precios al Consumidor (CPI) del Buró de Estadísticas del Trabajo, del Departamento de Trabajo de EE.UU., para el área del Condado de Los Ángeles-Riverside-Orange durante el periodo de 12 meses previo al 1° de julio de cada año.

Represalias

Usted no podrá ser transferido, degradado ni despedido debido a que usted dé a conocer las infracciones al Programa de Sueldo Digno (Living Wage Program). Los actos de represalia pueden ser denunciados al Departamento de Servicios Internos llamando al teléfono de servicio de Sueldo Digno.

Retención del Trabajador

Si el Condado de los Ángeles rescinde su contrato con el empleador que usted tiene actualmente antes de la fecha de vencimiento del contrato, e inicia un nuevo contrato con otro contratista para el mismo servicio, usted puede ser elegible para seguir trabajando como empleado para el nuevo contratista durante un periodo no menor a 90 días a partir del inicio del nuevo contrato.

Crédito Tributario Federal por Ingresos del Trabajo

Usted puede ser elegible para solicitar el Crédito Tributario Federal por Ingresos del Trabajo y recibir una cantidad de dinero anual establecida por el IRS en caso de que usted califique. Los formularios de solicitud están disponibles con su empleador o comunicándose con el Servicio de Impuestos Internos (IRS) llamando al (800) 829-3676.

Si usted cree que sus derechos han sido infringidos, debe comunicarse de inmediato a:

_____ _____

Departamento que administra este Contrato — Número telefónico del Departamento del Condado

O

Departamento de Servicios Internos
Sección de Cumplimiento de Contratos en todo el Condado
Línea Telefónica del Servicio de Sueldo Digno (Living Wage Hotline)
(888) 550-WAGE O (888) 550-9243

2.206.010 Findings and declarations.
2.206.020 Definitions.
2.206.030 Applicability.
2.206.040 Required solicitation and contract language.
2.206.050 Administration and compliance certification.
2.206.060 Exclusions/Exemptions.
2.206.070 Enforcement and remedies.
2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

A. “Contractor” shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.

B. “County” shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.

C. “County Property Taxes” shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.

D. “Department” shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.

E. “Default” shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.

F. “Solicitation” shall mean the County’s process to obtain bids or proposals for goods and services.

G. “Treasurer-Tax Collector” shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;

B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and

C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.

B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following contracts:
   1. Chief Executive Office delegated authority agreements under $50,000;

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
3. A purchase made through a state or federal contract;
4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
6. Purchase orders issued by Internal Services Department under $100,000 that is not the result of a competitive bidding process.
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
12. A non-agreement purchase worth a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.

B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.

C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:

1. Recommend to the Board of Supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,

3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

EXHIBIT R

COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION

CERTIFICATION OF COMPLIANCE
GREEN INITIATIVE

I, David L. Melito, as the Operations Manager
Name (please print or type) Title

of Conejo Crest Landscape, Inc. providing services at
Name of company

Altadena Area Parks,
County facility (ies)

I, hereby certify that our Company shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits. Our Company shall purchase, store, and use environmentally and human friendly products that are compatible with products used by the County of Los Angeles.

David L. Melito
Signed

2/19/2016
Dated

EXHIBIT S

ORDINANCE NO. 2009-0044

An ordinance amending Title – 17 Parks, Beaches and Other Public Places, to prohibit smoking in parks.

The Board of Supervisors of the County of Los Angeles ordains as follows-

SECTION 1. Section 17.04.035 is hereby added to read as follows:

17.04,035 Contract-operated facilities.

"Contract-operated facilities" means parks, which are operated, controlled, or maintained, in whole or in part, pursuant to an agreement with a lessee, concessionaire, operator, contractor, or vendor, for the purpose of providing recreational services to the public.

SECTION 2. Section 17.04.185 is hereby added to read as follows:

17.04.185 Smoking.

"Smoke" or "smoking" shall have the meaning as set forth in Section 11.64.020(13) of this code.

SECTION 3. Section 17.04.645 is hereby added to read as follows:

17.04.645 Smoking Prohibited,

Smoking shall be prohibited at all parks, except:

1. Smoking shall be permitted by actors who are acting during a permitted production or by models during a permitted photography session, unless otherwise determined by the Director, in consultation with the applicable Fire Official: and

2 Smoking shall be permitted within contract-operated facilities, in designated areas, at the discretion of the Director, in consultation with the operators of said facilities.

[1704035CSCC]

AWARD BOARD LETTER
MINORITY VERIFICATION SHEET

DIVISION	
AGENDA DATE	
SUBJECT:	
How many of the proposers are certified local small business enterprises (LSBE) or certified minority, women, disadvantaged, or disabled veteran businesses (CBE)?	
Answer:	
How many of the contract awards are going to certified local small business enterprises (LSBE) or certified minority, women, disadvantaged, or disabled veteran businesses (CBE)?	
Answer:	