

# COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE ALHAMBRA, CALIFORNIA 91803-1331 Telephone (626) 458-5100 http://dpw.lacounty.gov

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> IN REPLY PLEASE REFER TO FILE

March 08, 2017

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:

**ADOPTED** 

BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

36 March 21, 2017

LORI GLASGOW EXECUTIVE OFFICER

(REVISED)
SERVICES CONTRACT
TRANSPORTATION CORE SERVICE AREA
AWARD OF SERVICES CONTRACT FOR
ANTELOPE VALLEY LANDSCAPE MAINTENANCE SERVICES
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)

#### **SUBJECT**

This action is to award a service contract for landscape maintenance services at various County facilities within the unincorporated County areas in the Antelope Valley.

#### IT IS RECOMMENDED THAT THE BOARD:

- 1. Find that the contract work is categorically exempt from the provisions of the California Environmental Quality Act.
- 2. Find that these services can be more economically performed by an independent contractor than by County employees.
- 3. Award the contract for Antelope Valley Landscape Maintenance Services to Stay Green, Inc., located in Santa Clarita, California, and direct the Chairman to execute the contract. This contract will be for a period of 1 year commencing on April 1, 2017, or upon the Board's approval whichever occurs last, with four 1-year renewal options and a month-to- month extension up to 6 months for a maximum potential contract term of 66 months. During this time, the Department of Public Works will evaluate the possibility of hiring County employees in order to perform these services. The sum for the initial term is \$47,369; the sum for the first optional term is \$49,302; the sum for the second

optional term is \$51,975; the sum for the third optional term is \$53,068; the sum for the fourth and last optional term is \$54,321; and a month-to-month optional extension of up to 6 months is for \$27,161 for a potential maximum contract sum of \$283,196.

- 4. Authorize the Acting Director of Public Works or his designee to renew the contract for each additional renewal option and extension period if, in the opinion of the Acting Director of Public Works or his designee, Stay Green, Inc., has successfully performed during the previous contract period and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, in the opinion of the Acting Director of Public Works or his designee, it is in the best interest of the County to do so.
- 5. Authorize the Acting Director of Public Works or his designee to annually increase the contract amount up to an additional 10 percent of the annual contract sum for unforeseen, additional work within the scope of the contract, if required.

#### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to award a contract for Antelope Valley Landscape Maintenance Services. This contract will provide routine and as-needed landscaping services at various County facilities within the unincorporated County areas. The work to be performed will consist of tree shrubbery, vines, and groundcover trimming and care; water and irrigation system management; weed control; and removal of debris and trash to minimize the risk of insect infestations, disease, and/or vermin.

## <u>Implementation of Strategic Plan Goals</u>

The County Strategic Plan directs the provisions of Strategy II.2, Support the Wellness of our Communities, and III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability. The recommended action enhances the County's fiscal strength through long-term planning. The contractor who has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner will support the Department of Public Works in meeting these goals.

#### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The maximum potential contract sum is \$283,196 for the entire contract period of 66 months plus 10 percent of the annual contract sum for unforeseen, additional work within the scope of the contract. The sum for the initial term is \$47,369; the sum for the first optional term is \$49,302; the sum for the second optional term is \$51,975; the sum for the third optional term is \$53,068; the sum for the fourth and last optional term is \$54,321; and a month-to-month optional extension of up to 6 months is for \$27,161. These amounts are based on the contract term's proposed price quoted by the contractor and our estimated annual utilization of the contractor's services.

Funding for these services is included in the Road and various Drainage Benefit Assessment Area Funds' Fiscal Year 2016-17 Budgets. Funds to finance the contract's optional years and 10 percent additional funding for contingencies will be requested through the annual budget process.

#### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The recommended contractor is Stay Green, Inc., located in Santa Clarita, California. This contract will commence on April 1, 2017, or upon the Board's approval, whichever occurs last, for a period of 1 year. With the Board's delegated authority, the Acting Director of Public Works or his designee may renew the contract for four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential total contract term of 66 months.

The contract has been executed by Stay Green, Inc., and approved as to form by County Counsel (Enclosure A). The recommended contract was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements.

A standard service contract has been used that contains terms and conditions in compliance with the Board's ordinances, policies, and programs. Enclosure C reflects the contractor's minority participation. Data regarding the proposers' minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

Pursuant to the applicable Memorandum of Understanding, the Request for Proposals (RFP) for this solicitation was submitted on March 30, 2016, to the appropriate union for review. The union has not asked to meet with Public Works regarding this solicitation.

This work is being contracted in accordance with procedures authorized under County Charter, Section 44.7, Part 3, and Chapter 2.121 (Contracting with Private Business) of the Los Angeles County Code. The mandatory requirements for contracting set forth in the Los Angeles County Code, Section 2.121.380, have been met.

The contractor has agreed to pay its full time employees the current Living Wage Rate approved by the Board on December 1, 2015, and to comply with the County's Living Wage reporting requirements. The County's Proposition A and Living Wage Ordinance provisions apply to this proposed contract, as County employees can perform these contracted services. The contract complies with all of the requirements of the Los Angeles County Code, Section 2.201.

Using methodology approved by the Auditor Controller, the Proposition A cost analysis indicates that the recommended contracted services can be performed more economically by the private sector.

This Proposition A contract does not allow Cost of Living Adjustments for the optional renewal periods.

#### **ENVIRONMENTAL DOCUMENTATION**

These services are categorically exempt from the provisions of the California Environmental Quality Act. These services are within a class of projects that has been determined not to have a significant effect on the environment in that it meets the criteria set forth in Section 15301 (c) of the California Environmental Quality Act.

#### **CONTRACTING PROCESS**

On April 20, 2016, a notice of the Request for Proposals (RFP) was placed on the County's "Doing Business With Us" website (Enclosure B), "Public Works Business Opportunities" website, Twitter, and an advertisement was placed in the Los Angeles Times. Also, Public Works informed over 1,259 local small business enterprises about this business opportunity.

On May 19, 2016, two proposals were received. The proposals were first reviewed to ensure they met the minimum requirements in the RFP. One proposal was disqualified for not meeting the minimum requirements of the RFP. The remaining proposal was then evaluated by an evaluation committee consisting of Public Works staff. The committee's evaluation was based on criteria described in the RFP, which included price, experience, work plan, financial resources, references, and demonstrated control over labor/payroll record keeping using the informed averaging methodology, for applicable criteria. Based on this evaluation, it is recommended that this contract be awarded to the highest-rated, apparent responsive, responsible, and lowest cost proposer, Stay Green, Inc., located in Santa Clarita, California.

Public Works has accessed available resources to review and assess the proposed contractor's past performance, history of Labor Law violations, and prior performance on County contracts.

#### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The award of this contract will not result in the displacement of any County employees as these services are presently contracted with the private sector.

#### **CONCLUSION**

Please return one adopted copy of this Board letter along with the Contractor Execute and Department Conform original of the contract to the Department of Public Works, Contracts & Business Affairs Division. The original Board Execute copy should be retained for your files.

Respectfully submitted,

MARK PESTRELLA

**Acting Director** 

MP:JQ:ep

Enclosures

c: Chief Executive Office (Rochelle Goff)
County Counsel
Executive Office
Internal Services Department, Contracts Division
(w/o enc.)

W. Entrelle

# Agreement



BY AND BETWEEN

THE COUNTY OF LOS ANGELES, DEPARTMENT OF PUBLIC WORKS

**AND** 

STAY GREEN INC.

**FOR** 

ANTELOPE VALLEY LANDSCAPE MAINTENANCE SERVICES (2016-PA015)

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**EXHIB** 

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EXHIBIT F Performance Requirements Summary

**EXHIBIT G** Area Maps

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### **AGREEMENT FOR**

### ANTELOPE VALLEY LANDSCAPE MAINTENANCE SERVICES (2016-PA015)

THIS AGREEMENT, made and entered into this <u>21st</u> day of <u>MARCH</u>, 2017, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and Stay Green, Inc., a California Corporation (hereinafter referred to as CONTRACTOR).

#### WITNESSETH

<u>FIRST</u>: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on May 19, 2016, hereby agrees to provide services as described in this Contract for Antelope Valley Landscape Maintenance Services.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Performance Requirements Summary, and Exhibit G, Area Maps; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Acting Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Bid and attached hereto as Forms PW-2.1 – PW-2.6, an amount not to exceed the maximum potential contract sum of \$283,196 for the entire contract period of 66 months. The sum for the initial term is \$47,369; the sum for the first optional term is \$49,302; the sum for the second optional term is \$51,975; the sum for the third optional term is \$53,068; the sum for the fourth and last optional term is \$54,321; and a month-to- month extension up to 6 months is for \$27,161.

<u>FOURTH</u>: This Contract's initial term shall be for a period of one year commencing on April 1, 2017 or Board approval whichever occurs last. The COUNTY shall have the sole option to renew this Contract term for up to four additional one-year periods and six month-to-month extensions for a maximum total Contract term of five years and six months. Each such option shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Acting Director, may give a written notice of intent to renew this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full one year, this Contract may be renewed on a month-to-month basis upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Acting Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Acting Director will not provide a written notice of nonrenewal.

<u>FIFTH</u>: The CONTRACTOR shall bill monthly in arrears for the work performed during the preceding month. Work performed shall be billed at the hourly and unit rates quoted in Forms PW-2.1 - 2.6, Schedule of Prices.

SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed and undisputed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise, payment will be made in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works Attention Fiscal Division, Accounts Payable P.O. Box 7508 Alhambra, CA 91802-7508

<u>SEVENTH</u>: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

<u>EIGHTH</u>: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

NINTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

<u>TENTH</u>: No Cost-of-Living Adjustments (COLAs) shall be granted for the optional renewal periods.

<u>ELEVENTH</u>: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT including, but not limited to, Exhibits A through G, inclusive, the COUNTY'S provisions shall control and be binding.

<u>TWELFTH</u>: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

<u>THIRTEENTH</u>: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chairman of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

**COUNTY OF LOS ANGELES** 

Mach fulled - Home Chairman, Board of Supervisors

ATTEST:

LORI GLASGOW
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By Janya Ruiz Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM County Counsel

By Carole Sneulci Deputy OF LOB

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 Doputy Ruig

STAY GREEN INC.

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#36

MAR 2 1 2017

LORI GLASGOW EXECUTIVE DEFICER Its President

Richard Angelo

Type or Print Name

By Mallule Mell Controller

MAGDA Lena VANCE
Type or Print Name

#### SCOPE OF WORK

ANTELOPE VALLEY LANDSCAPE MAINTENANCE SERVICES (2016-PA015)

#### A. Public Works Contract Manager

Public Works Contract Manager (CM) will be Ms. Nallely Olguin of Road Maintenance Division, who may be contacted at (661) 947-7173, Extension 234, e-mail address: <a href="mailto:nolguin@dpw.lacounty.gov">nolguin@dpw.lacounty.gov</a>, Tuesday through Friday, 6:30 a.m. to 5 p.m. The CM is the only person authorized by Public Works to request work of the Contractor. From time to time, Public Works may change the CM. The Contractor will be notified in writing when there is a change in CM.

### B. Work Location

Landscape maintenance services will be required at the following work locations, Drainage Basin Assessment Areas (D.B.A.A.):

- 1. D.B.A.A. No. 5 Southwest corner Avenue M-4 and Shain Lane, Quartz Hill.
- 2. D.B.A.A. No. 8 Northeast corner Conestoga Drive and 45th Street West, Quartz Hill.
- 3. D.B.A.A. No. 9 Southeast corner Avenue L-4 and 62nd Street West, Quartz Hill.
- 4. D.B.A.A. No. 13 Southeast corner Avenue L-8 and 42nd Street West, Quartz Hill. Includes inlet on the southeast corner of Avenue L-8 and 40th Street West.
- 5. D.B.A.A. No. 15 Northeast corner Avenue L-4 and La Gabriella Drive, Quartz Hill.
- 6. D.B.A.A. No. 17 Southwest corner Avenue M-8 and 51st Street West, Quartz Hill. Includes concrete trapezoidal channel between Avenue M-8 and Avenue M-4.
- 7. D.B.A.A. No. 22 Southeast corner Avenue M-2 and Elk Run Lane, Quartz Hill.
- 8. D.B.A.A. No. 23 Southwest corner Avenue L-4 and 51st Street West, Quartz Hill.
- 9. D.B.A.A. No. 25 Northeast corner Serene Avenue and 43rd Street West, Quartz Hill.

- 10. D.B.A.A. No. 26 - Southeast corner Avenue L-4 and 52nd Street West. Quartz Hill.
- D.B.A.A. No. 28 Southwest corner Avenue M-12 and 51st Street West, 11. Quartz Hill. Includes the inlet and access path to the inlet on southwest corner of 51st Street West and Rela Way and the inlet on the southerly terminus of Eva Court, south of Rela Way.
- 12. Ridge Route Road Median - Lake Hughes Road/Castaic Lake Drive (landscaped median), Castaic.
- 13. Pico Canyon Road Median - 70 feet west of Whispering Oaks Road/Stevenson Ranch Parkway (landscaped median). Stevenson Ranch.
- 14. Ocotillo School Drive - Cie Court / Elizabeth Lake Road (landscaped parkway), Palmdale.
- 15. 5) Headquarters Road Maintenance District (MD 38126 North Sierra Highway, Palmdale.
- 16. Road Division 556 (RD 556) – 27624 Parker Road, Castaic.
- 17. Hasley Canyon Roundabout and the Old Road – All planting and irrigation within the work limits, as shown in the Exhibit F.

#### C. **Work Description**

The County reserves the right to determine if any work is or will be needed under this Contract at the County's sole and absolute discretion. The Contractor will not be entitled to any claim for damages including, but not limited to, lost profits or otherwise, should the County fail to determine a need for services under this Contract.

#### 1. **Work Description General**

The Contractor's work shall include all labor, equipment, supervision, and materials required to maintain the landscaping at the above-described work locations including, but not limited to:

Graffiti on all concrete or masonry surfaces, such as walls, a. sidewalks, curbs, access ramps, etc., or on all metal signs, gates etc., shall be removed within 24 hours upon either the discovery during the Contractor's routine inspection/maintenance or by notification from Public Works. Occurrences of graffiti covering large areas shall be reported to Public Works.

#### b. Litter Control

- i. Contractor shall remove paper, glass, trash, undesirable materials, and other accumulated debris within the landscape areas including, but not limited to, planted areas, rock areas, gravel areas, adjoining access roads and driveways, and drains.
- ii. Litter control shall take place once every week by the Contractor.
- iii. Cuttings, trash, and debris shall be collected and properly disposed at a legally recognized landfill at the expense of the Contractor or at a location designated by Public Works. Disposal receipts shall be made available upon request.

#### c. Weed Control

Clear all weeds and undesirable vegetation growing along the inside and the outside of perimeter block walls and fencing continuing to the curb face. All cuttings/trimmings must be removed same day.

i. Shrubbery and Groundcover

Contractor shall keep all landscape areas including shrubbery and groundcover weed free at all times. Contractor shall remove weeds manually or by cultivation where appropriate. The Contractor may use preemergent weed control (see Herbicide - item iv on next page). Contractor shall weed at least once a week.

ii. Stone and Decomposed Granite Areas

Contractor shall keep all landscape stone areas, gravel areas, and decomposed granite areas weed free at all times. Contractor shall remove weeds by hand, weed whipping, or the use of chemical weed control.

#### iii. Paved Areas

Contractor shall remove all weeds from walkways, drainage areas, expansion joints and cracks in all hard surface areas, driveways, and roadways within the work limit. Contractor shall remove weeds by hand, weed whipping, or the use of chemical weed control. All leaves and weeds shall be

removed at least twice a month from all adjacent concrete areas (sidewalks, patios, etc.).

#### iv. Herbicide

Herbicide may be used for the control of weeds and unwanted vegetation. If chemical weed control methods are to be utilized, then the Contractor shall only use Roundup Pro. Application of said product shall only be done under the direct supervision of a California Qualified Applicator certified by the State of California and registered with the County of Los Angeles. Contractor shall provide for the service of the aforementioned certified California Qualified Applicator at Contractor's expense.

No spraying shall be performed without a spray recommendation, written, and approved by Public Works. Spraying recommendation shall include a list of locations to be sprayed, plants/weeds to be eradicated, date and time of application, name of certified applicator, and name of applicator if certified applicator is only supervising.

- d. Contractor shall apply fertilizer to plants within beneficial vegetation beds twice a year or as required to stimulate growth.
- e. All beneficial landscaping, such as identified trees, shrubs, climbing plants, groundcover, etc., and irrigation system, such as bubblers, sprinkler heads, Polyvinyl Chloride (P.V.C), pipe fittings, and risers etc., shall be maintained and not be damaged by the Contractor's maintenance operations or herbicide applications. The Contractor shall replace any beneficial landscaping and irrigation system damaged by his/her operations at his/her expense.
- f. Contractor shall regularly cultivate the open soil between plants and remove intruding weeds from the beneficial vegetation beds.
- g. Contractor shall inspect all plants for vermin or insect infestations and/or disease. Chemical means shall be employed if required, for disease, vermin, and/or insect infestations, such as aphids, mealybugs, mites, snails, whiteflies, thrips, fungus diseases, gophers etc. If chemical means are to be utilized, then the Contractor shall submit a Materials Safety Data Sheet.

No spraying shall be performed without a spray recommendation, written, and approved by Public Works. Recommendation shall

include a list of locations to be sprayed, infestation/disease to be eradicated, and date and time of application.

h. Contractor shall replace dead, missing, and unhealthy looking plants to maintain full, even, and healthy looking planting beds. Plants shall not be replaced with different types unless there is consistency in design. Plants shall be replaced with the type specified by Public Works. Cost for replacement plants shall be considered an extra cost above the Contract bid amount and included in Schedule of Prices, Section D - Item 5a, 1-Gallon Plant Material and Installation (Each).

#### i. Tree Care

The Contractor shall adhere to the following 3 staking and tying requirements:

- i. Replace missing or damaged stakes where the tree diameter is less than 3 inches.
- ii. Install stakes in those cases where the tree has been damaged and requires staking for support.
- iii. Check tree ties once a month and either retie or remove along with the stakes where the tree diameter is more than 3 inches. Removal of tree stakes may be requested by Public Works for trees with a diameter less than 3 inches.
- j. Shrubbery and Vines Trimming and Care
  - i. Contractor shall prune shrubs to maintain a natural shape and ensure they do not grow taller than 3 feet as a continuous operation so plants will not develop stray or undesirable growth. Contractor shall prune shrubs.
  - ii. Contractor shall trim shrubbery and vines only to restrict growth of shrubbery and vines onto the adjacent roads, driveways, and walkways. To maintain safe vehicular and pedestrian visibility at street crossings all shrubbery and vines shall be kept trimmed to a maximum height of 3 1/2 feet.
  - iii. Contractor shall trim the shrubs at least once a month during growing season and as needed during the rest of the year to ensure they do not grow taller than 3 1/2 feet. These shrubs shall be trimmed no shorter than 3 feet in height.

iv. It is the intention for the landscape within the road right of way to look natural. If pruning is necessary, Contractor shall prune back branches individually and <u>not shear</u> plants.

#### k. Groundcover Trimming and Care

- i. Replace dead and missing groundcover plants to maintain full and even planting beds.
- Contractor shall prune or trim groundcover neatly away from shrubs, trees, walks, walls, headers, etc., twice a month or as necessary.
- iii. Contractor shall remove all dead or diseased braches as they develop.
- iv. Contractor shall keep all groundcover adjacent to roadways away from the paved surfaces. The groundcover shall be pruned back from the paved surfaces so that the edges look natural, not sheared off. Any runners that start to climb right of way fencing, shrubs, or trees shall be pruned out of these areas.
- v. Contractor shall prune the groundcover once a year during early spring.

#### Rodent Control

All areas shall be maintained free of rodents including, but not limited to, gophers and ground squirrels, since they may cause damage to shrubs, groundcover, trees, and/ or irrigation systems. The rodenticide product to be used shall be recommended by the County of Los Angeles Agricultural Commissioner/Weights and Measures and/or a California Agricultural Pest Control Adviser registered with the Los Angeles County Agricultural Commissioner, to be provided by Public Works.

#### m. Monthly maintenance reports

Contractor shall maintain and keep current a monthly maintenance report that records when all periodic, seasonal, additional work, and maintenance functions performed by the Contractor's personnel were completed. The report shall also include: locations where erosion on the channel backslope greater than 6 inches have been discovered; locations where disease or insect infestation has been discovered; locations where trees, shrubs, vines, or other plants are missing or dead or should be removed; any dead trees and shrubs replaced; any irrigation systems, which have to be operated manually; any problems with the irrigation system including malfunctions, needed maintenance, or repairs/replacements.

The report form shall be provided by Public Works representative. The maintenance report shall be submitted to Public Works project manager at the end of every month and upon request within three working days.

#### n. Watering and Irrigation System Management

Contractor shall manage and adjust the automatic irrigation controllers to ensure all beneficial vegetation receives the proper amount of water to promote healthy growth and avoid water waste. Specific care must be taken to keep irrigation runoff to a minimum.

The irrigation system is automatically controlled through an automatic irrigation controller and remote control valves. All irrigation systems for groundcover, shrubs, and trees are a combination of permanent, below ground, water-conserving drip systems, and adjustable bubbler systems.

#### i. Irrigation

- 1) Contractor shall operate the irrigation system so as not to cause excessively wet, "waterlogged" areas while keeping irrigation runoff to a minimum. Native and drought-tolerant plant material has been used throughout the project and requires a minimal amount of water. Overwatering may cause the plants to die. The Contractor shall incorporate infrequent deep-watering techniques to encourage deep-rooting, drought-tolerant plant characteristics to promote a self-sustaining, and irrigation-free landscape.
- 2) When determining the watering schedule (controller settings for water quantities and frequencies), Contractor shall consider the season, weather (rainfall and temperature), variation in size and varieties of plants, along with the desired infrequent deep-watering technique. From December 1 to

March 31 (winter months), the irrigation schedule shall be adjusted to 11 a.m. to prevent the likelihood of irrigation runoff freezing on adjacent concrete surfaces and sidewalks. From April 1 to November 30, the irrigation schedule shall be set to 6 a.m. to maximize infiltration into the soil.

- 3) If necessary, Contractor shall use a moisture sensing device to determine water penetration into the soil.
- 4) Contractor shall turn off the irrigation system at the controller during or following rainy weather when the soil has high enough moisture content that watering is not required. Irrigation is to be turned off for 48 hours following measurable rainfall, as per the Governor's Executive Order.
- 5) If an automatic irrigation system or a portion of a system, malfunctions, the Contractor shall be responsible for the manual manipulation of that system for a period of 30 days. Contractor shall report all systems, which require manual operation to Public Works representative at the end of each week and also on the monthly maintenance report. The Contractor's schedule for operating the irrigation system manually shall be approved by Public Works representative for the manual operation to count toward the 30-day required period of manual operation. A system must be manually operated a minimum of once a week for the week to qualify as part of the 30-day required period of manual operation. One manual operation of a system cannot count towards more than one week of the 30-day manual operation requirement. If the system requires manual manipulation for a longer period than the 30-day period the Contractor is required to provide, then Public Works representative may opt to pay the Contractor supplementally to continue the manual manipulation or may decide to terminate the supplemental irrigation.
- 6) If Public Works approves manual operation of the irrigation system past the 30-day period, the Contractor will be reimbursed at the bid hourly rate for personnel to manually operate the system. The County will not pay for preparation time or travel time

to and from the jobsite, only the actual time spent manually operating the irrigation system. The Contractor's schedule for operating the irrigation system manually must be approved by Public Works representative as part of the approval for the Contractor to manually operate the irrigation system. The hourly cost to manually operate the irrigation system, past the required 30-day period, is not to be included in the total proposed price. This cost is to be included on Schedule of Prices, Section D - Item 6, Hourly Cost for Manual Operation of Irrigation System Past the Required 30-day period.

#### ii. Irrigation System - Inspection and Maintenance

Contractor's personnel shall inspect the irrigation system twice a month for broken and clogged heads, malfunctioning or leaking valves, or any other conditions that hamper the correct operation of the system. Any conditions found hampering the operation of the system is to be reported to Public Works within two days.

- 1) Contractor shall be responsible for the inspection and maintenance of the entire irrigation system and for specific repairs/replacements as discussed in this section. The County will be responsible for the repair or replacement of broken/worn-out components of the irrigation system: automatic controllers, backflow devices, gate valves, flow sensors, pressure regulators, wye strainers, filters, quick couplers, etc. The County will also be responsible for the inspection/certification of the mainline backflow devices located at each water service meter.
- 2) The County may at its discretion have the Contractor make additional repairs and or replacements to the irrigation system. Contractor will be reimbursed for these repairs at the hourly rate for irrigation repairs or at a price agreed upon by the County and the Contractor, whichever is least. The County will not pay for preparation time or travel time to and from the jobsite for these repairs.

Contractor may impose a four hour minimum to be charged for emergency repairs. If the Contractor requests the above-mentioned minimum hour charge,

it should be noted on the price for the hourly rate. The hourly bid price for irrigation repairs is not to be included in the total price, it is to be included in Schedule of Prices, Section D - Item 7, Hourly Cost for Irrigation System Repairs, 4-Hour Minimum for Emergency Call Out Repairs.

For work described in this item, Contractor will be reimbursed for parts provided by the Contractor to make repairs at a price agreeable to the Contractor and Public Works representative.

3) To ensure the operability and the correct adjustment of the irrigation system, Contractor shall cycle controller through each station manually and automatically to check the function of all facets of the irrigation system, report any damage or incorrect operation to Public Works representative, and include that information on the monthly maintenance report. This inspection is to be performed once a month or more frequently if problems/conditions indicate a need.

Beyond regular testing, irrigation systems shall be tested/inspected as necessary when damage is suspected, observed, or reported to the Contractor by Public Works. The cost for these additional inspections are to be included in the lump sum price in Schedule of Prices, Sections A and B - Item 9b, and Section C - Item 10b, "inspect, operate, control, and make adjustments, more often if necessary."

#### iii. Contractor shall perform the following tasks:

1) Respond to requests within 24 hours he/she receives from Public Works, pertaining to waterline breaks, etc., requiring an emergency response to shut off water or turn off the irrigation system (other than normal working hours). Contractor will be reimbursed

for costs under, Schedule of Prices, Section D - Item 8, Flat Rate for Emergency Call Back to Shut Off Water/Turn Off Irrigation System. This item is not to be included in the total proposed price.

- 2) Repair/replace clogged or damaged bubbler heads and risers as necessary.
- 3) Clean/replace clogged or damaged drip line emitters.
- 4) Repair/replace immediately all broken drip lines or emitters, which are causing a loss of water creating ponding or erosion.
- 5) Maintain the filters for the drip system to help prevent the emitters from clogging. All filters at remote control valves shall be inspected and cleaned every two months. The location of any filter found to be worn out during this inspection shall be reported to Public Works representative within one week of the discovery and also included on the required monthly maintenance report.
- 6) Inspect and clean mainline filters, wye strainers, basket filters, and the filters at the backflow devices twice a year. The location of any filter found to be worn out during this inspection shall be reported to Public Works representative within one week of the discovery and also included on the required monthly maintenance report.
- 7) Recover and refasten removed valve box covers. Contractor shall report any missing valve box covers to Public Works representative by the end of the day and also include that information on the required monthly maintenance report.
- iv. Contractor shall, where applicable, adjust and clean sprinkler heads, risers, P.V.C. piping, and automatic or manual sprinkler control valves to maintain the system in an efficient operating condition. Sprinkler heads shall be adjusted to provide even water coverage to planted areas. At no additional cost, the Contractor shall replace P.V.C. plastic pipe, fittings, risers (downstream of control valves), and sprinkler heads damaged by the Contractor's operations.
- v. The Contractor's replacement and repair of major piping (upstream of automatic control valves), control valves, sprinkler heads, and irrigation controllers due to normal wear and tear or damage caused by others will be outside the scope of this Contract. Public Works, at its option, may

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perform the work or request the Contractor to make the repair for additional compensation.

vi. The material and labor costs for repairing and replacing all equipment downstream of the backflow device shall be included in the base bid price except the material costs of the remote control valves, gate valves, and quick coupling valves and automatic irrigation controller shall be reimbursed to the Contractor by Public Works.

# 2. Work Description - Drainage Basin Assessment Areas 5, 17, 23, and 28.

D.B.A.A.s 5, 17, 23, and 28 have irrigation systems and beneficial landscaping. In addition to the general work description above at any basin with beneficial landscaping and irrigation systems, the Contractor's work shall include all labor, equipment, supervision, and materials required to maintain the landscaping including, but not limited to:

- a. Maintenance of a concrete trapezoidal channel part of D.B.A.A. No. 17, approximately 1,300 feet in length between Avenue M-4 and Avenue M-8 (See D.B.A.A. No. 17 Location Map). Maintenance shall include keeping the right of way, channel, and channel walls free of vegetation, mud, debris, bottles, papers, trash, and graffiti.
- b. Interior of basins and 4 feet around outside perimeter wall/fence shall be kept free of all debris, trash, leaves, branches, papers, bottles etc.
- c. Maintain weeds to a maximum of 3 inches in height. Aquatic growth shall be removed if greater than 1 square yard or taller than 3 inches over basin water height.

# 3. Work Description - Ridge Route and Pico Canyon Medians, Ocotillo School Parkway, and Hasley Canyon Roundabout

Ridge Route Road between Lake Hughes Road and Castaic Lake Drive in Castaic has a landscaped median approximately 1,700 feet in length. Pico Canyon Road from 170 feet west of Whispering Oaks Road to Stevenson Ranch Parkway has a landscaped median approximately 1,600 feet in length. Ocotillo School Drive between Cie Court and Elizabeth Lake Road has a landscaped parkway approximately 900 feet in length. Hasley Canyon Roundabout at Hasley Canyon Road and the Old Road includes two additional landscaped medians on both Hasley Canyon Road and the Old Road, as well as the parkways on the

Old Road south of Hasley Canyon Road. In addition to the general work description above, the Contractor's work shall include all labor, equipment, supervision, and materials required to provide median and parkway landscape maintenance services in a neat, orderly, safe, and professional manner in accordance with these Terms, Requirements, Specifications, Conditions, Attachments, and Exhibits.

#### a. Irrigation System

The drip system filters are located within vaults located at the bottom of the backslope. The automatic irrigation controllers are located on the east side of Ridge Route Road approximately 300 feet north of Lake Hughes Road for the Ridge Route Median on the north side of Pico Canyon Road approximately 300 feet east of Southern Oaks Drive, near street light pole SCE 4455745E, for the Pico Canyon Median, on the corner of Ocotillo School Drive and Cie Court for the Ocotillo School Parkway, and on the southwest corner of Hasley Canyon Drive and the Old Road for the Hasley Canyon Roundabout.

# 4. Work Description - Road Maintenance District 5 and Road Division 556.

The MD 5 office in Palmdale and the RD 556 office in Castaic have ornamentally landscaped areas (see respective location map). In addition to the general work description above, the Contractor's work shall include all labor, equipment, supervision, and materials required to provide landscape maintenance services in a neat, orderly, safe, and professional manner in accordance with these Terms, Requirements, Specifications, Conditions, Attachments, and Exhibits.

a. Front and back parking lot of MD 5 including the parking area adjacent to the construction office.

Once a week, pick up all debris, trash, leaves, pine needles, etc., that are on or adjacent to the parking lot areas.

#### 5. Inspection and Workmanship

a. Perform all work in a workmanlike manner to the satisfaction of the Director/designee. Any unacceptable work or areas not meeting the described level of maintenance shall be corrected at no additional cost and shall be accomplished within three days of notification.

- b. Provide adequate supervision to furnish crew direction, surveillance and inspection of workmanship, and adherence to schedules while performing the work under this Contract.
- c. Assign an experienced landscape maintenance supervisor with all the necessary personnel, materials, tools, and equipment for the complete performance of this work.

#### D. Hours and Days of Service

Contractor shall submit a proposed maintenance schedule prior to the start of the Contract. Hours of services shall be primarily performed within the 7 a.m. to 4 p.m. time period, Monday through Friday, each week, except legal holidays at which time the service shall be done before or after such holiday (Holidays defined as New Year's Day, Martin Luther King, President's Day, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving, and Christmas Day). Work hours may be altered, when necessary, with the approval of the Director.

#### E. Utilities

The County will provide at its own expense, water, and electrical services for the operation of the irrigation system.

### F. Storage Facilities

The County will not provide storage facilities for the Contractor. Public Works will not be liable or responsible for any damage by whatever means, or theft of materials/equipment from the worksite.

#### G. Removal of Debris

All debris derived from these services shall be removed same day from Public Works property and become the property of the Contractor. The Contractor shall dispose of all debris from these services in a legally established area appropriate for type of debris being disposed. Disposal shall be at the Contractor's expense. The Contractor shall not allow any debris from its operations under this Contract to be deposited in the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System.

The California Integrated Waste Management Act of 1989 (AB 939) requires that all cities and counties in the State of California divert materials going to landfill by 50 percent by the year 2000. According to this mandate, all Contractors handling landscape materials for the County shall be required to divert all landscape materials from any landfills and cogeneration facilities. Landscape materials utilized for cogeneration or daily landfill cover may not qualify for diversion credit; therefore, may not be acceptable methods of disposal for this material.

Contractor shall be required to seek recycling alternatives for these organic, biodegradable landscape materials. Acceptable recycling alternatives would include the utilization of these materials as feedstock for composting, cocomposting, mulching, soil amendment, and wood chip products. Contractor shall be required to arrange for the chipping and transport of all landscape materials to their selected processor with all cost to be borne by the Contractor. Use of any other processing method not listed above will require the approval of Public Works and must qualify for diversion credit as specified in AB 939 or subsequent legislation. Proof of delivery of the material and weight tickets (from an approved public or private scale) shall be required. All debris derived from the services specified herein shall be removed from departmental property and disposed of at the Contractor's expense.

#### H. Special Safety Requirements

- 1. All Contractor's personnel shall be expected to observe all applicable Cal/OSHA requirements while at the jobsite.
- 2. Ridge Route Median (Work Location 12), Pico Canyon Median (Work Location 13), Ocotillo School Parkway (Work Location 14), and Hasley Canyon Roundabout (Work Location 17) during maintenance operations:
  - a. Contractor shall provide traffic control devices in accordance with the current version of the Manual on Uniform Traffic Control Devices.
  - b. Contractor shall provide and assure all personnel wear high-visibility vests or jackets or reflectorized garments when working within road right of way. Employees shall wear attire with company name/logo.
  - c. Contractor shall park vehicles outside traveled way in a safe manner and surrounded by cone delineators.
  - d. Contractor shall not perform any lane closure without prior approval of Public Works.
  - e. Contractor shall equip all vehicles used at site with company identification logos or markings that are readily visible to Public Works or law enforcement officials.

#### I. Maps

Please refer to Exhibit G for Area Maps.

#### J. Responsibilities of the Contractor

- 1. The Contractor shall maintain a valid C-27 State Landscaping Contractor's license, a valid California Qualified Applicator license, and a valid California Pest Control Business license.
- 2. The Contractor shall furnish all supervision, labor, materials, tools, equipment, transportation, fertilizer, herbicides, and other items needed to perform landscape services as outlined herein.
- 3. The Contractor shall perform all work according to accepted horticultural standards of quality and workmanship to maintain the landscape in the highest possible aesthetic condition.
- 4. The Contractor shall provide landscape personnel with the skills and experience necessary to perform the various landscape activities for the full performance of this work.
- 5. Contractor personnel shall inspect the irrigation systems for broken and clogged heads, malfunctioning or leaking valves, or any other conditions which hamper the correct operation of the system.
- 6. Contractor is responsible for all maintenance items regardless of basin water level. Contractor may not pump water out of a D.B.A.A. basin or channel or request Public Works to do so at any time.
- 7. Contractor shall maintain the security of locked facilities by closing and locking all gates. Contractor shall not allow access to any individual on a facility without permission from Public Works. Any damage observed by Contractor to gates, fences, or walls shall be reported to Public Works immediately.
- 8. Contractor shall return all keys provided by Public Works upon expiration of Contract or at request of Public Works.
- 9. 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 <u>all</u> commercial and organic fertilizer(s) used.
  - b. Copies of reports of any chemical, disease, and pest control work performed as per the California Code of Regulations (CCR), Title 3, Division 6, Sections 6624 and 6627. If any pesticides are applied, the Contractor shall maintain a record of use according to CCR Section 6624. The Contractor shall also submit a Monthly Summary Pesticide Use Report form [PR-ENF-060] to the County of Los Angeles Agricultural Commissioner/Weights and Measures,

by the tenth day of the month following the month in which the work was performed, as according to CCR Section 6627. The Contractor shall provide a copy of any submitted report to Public Works within 30 days of completion of the pesticide application.

#### K. Responsibilities of Public Works

The County will determine the need for and provide jobsite inspection. The County will conduct once a month jobsite inspections to ensure the Contract work is performed satisfactorily at no cost to the Contractor. Continuous unsatisfactory performance will result in an increase in the frequency of inspections by the County. The Contractor shall pay Public Works or Public Works may withhold from monies due to the Contractor for employee's time at current rates for such additional inspections.

- 1. Public Works will provide access keys to facilities and control panels and LEIT keys for the D.B.A.A. irrigation controllers.
- 2. Public Works will provide landscaping and irrigation drawings upon request. It should be noted the landscaping may have been modified subsequent to the original installation, and thus there may be variations between the existing improvements and the drawings. The drawings should be verified in the field by Contractor.
- 3. Public Works will provide facility location maps. Maps for Sites 1 through 17 are attached and incorporated by reference.

#### L. Project Safety Official

The Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices. The Contractor's Project Safety Official shall be available at all times to abate any potential safety hazards and shall have the authority and responsibility to shut down an operation, if necessary. Failure by the Contractor to provide the required Project Safety Official shall be grounds for the County to direct the cessation of all work activities and operations at no cost to the County until such time as the Contractor is in compliance.

#### M. Prevailing Wage

The Director of Public Works of Industrial Relations of the State of California has ascertained the prevailing rate of per diem wages in dollars, based on a working day of eight hours, for each craft or type of worker or mechanic needed to execute any construction or maintenance Contract, which may be awarded by Public Works. The current prevailing wage rates as adopted by the Director of

Public Works of Industrial Relations are incorporated herein by reference and may be accessed at <a href="http://www.dir.ca.gov">http://www.dir.ca.gov</a>.

The Contractor is required to pay the prevailing wage rate referred to above and is responsible for selecting the classification of workers, which will be required to perform this service in accordance with the Contractor's method of performing the work. Pursuant to Section 1775, of the Labor Code (State of California), Contractor shall forfeit \$50 for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rates for any public work done under this Contract or by any Subcontractor.

### N. <u>Performance Requirements and Liquidated Damages</u>

- 1. Public Works will evaluate the Contractor's performance of this Contract's tasks and may assess liquidated damages if the tasks are not performed adequately.
- 2. The methods and standards by which Contractor's performance will be evaluated include, but are not limited to, review, sampling, and complaints.
- 3. Failure to perform Contract work in accordance with these Specifications is considered unacceptable. Public Works may cite the Contractor for a discrepancy for any incident of failure to comply with these Specifications or other unacceptable performance. In the case of continuing discrepancies, Public Works may cite the Contractor for a separate discrepancy each day the discrepancy continues.
- 4. The Contractor shall immediately correct unacceptable performance, and shall explain in writing, within seven work days of the date of the discrepancy that caused the unacceptable performance, how and when the performance will be returned to acceptable levels, and how the unacceptable performance will be prevented in the future. After considering the incident, the Contractor's statement and any history of unacceptable performance, the CM may excuse the incident or elect any remedy provided by this Contract.
- 5. In any case of the Contractor's failure to meet certain specified performance requirements, the County may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in specified sums and deduct them from any regularly scheduled payment to the Contractor, however, neither the provision of a sum of liquidated damages for nonperformance or untimely or inadequate performance nor the County's acceptance of liquidated damages shall be construed to waive the County's right to reimbursement for damage to its property or indemnification against third-party claims.

- 6. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:
  - a. All of the time limits and acts required to be done by both parties are of the essence of the Contract.
  - b. The parties are both experienced in the performance of the Contract work.
  - c. The Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to the Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the terms and conditions of the Contract at the Proposal price.
  - d. The parties are not under any compulsion to contract.
  - e. The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of the Contract.
  - f. It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work.
  - g. The liquidated sums specified in item 7 on the following page represent a fair approximation of the damages incurred by the County, resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.
- 7. The Contractor shall pay Public Works, or Public Works may withhold from monies due to the Contractor, liquidated damages of three times the amount shown under cost per hour in Form PW-2, Schedule of Prices, for work not performed in accordance with these Specifications per calendar day.
- 8. In addition to the above, Public Works may use Exhibit F, Performance Requirements Summary, to evaluate Contractor's performance.

### SERVICE CONTRACT GENERAL REQUIREMENTS

#### **SECTION 1**

#### INTERPRETATION OF CONTRACT

#### A. Ambiguities or Discrepancies

Both parties have either consulted or had the opportunity to consult with counsel regarding the terms of this Contract and are fully cognizant of all terms and conditions. Should there be any uncertainty, ambiguity, or discrepancy in the terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any position hereof or the applicability of the provisions hereunder, neither party shall be deemed as the drafter of this Contract and the uncertainty, ambiguity, or discrepancy shall not be construed against either party.

#### B. Definitions

Whenever in the Request for Proposals, Contract, Scope of Work, Specifications, Terms, Requirements, and/or Conditions the following terms are used, the intent and meaning shall be interpreted as follows:

<u>Agreement</u>. The written, signed accord covering the performance of the requested service.

<u>Board</u>. The Board of Supervisors of County of Los Angeles and Ex-Officio Board of Supervisors of the Los Angeles County Flood Control District.

<u>Contract</u>. The written agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The Contract includes the Agreement, Exhibit A - Scope of Work (Specifications), Exhibit B - Service Contract General Requirements, Exhibit C - Internal Revenue Service Notice 1015, Exhibit D - Safely Surrendered Baby Law Posters, Exhibit E - Defaulted Property Tax Reduction Program; and other appropriate exhibits, amendments, and change orders. Included are all supplemental agreements amending or extending the service to be performed, which may be required to supply acceptable services specified herein.

<u>Contractor</u>. The person or persons, sole proprietor, partnership, joint venture, corporation, or other legal entity who has entered into an agreement with County to perform or execute the work covered by this Contract.

<u>Contract Work or Work</u>. The entire contemplated work of maintenance and repair to be performed, and services rendered as prescribed in this Contract.

<u>County</u>. Includes County of Los Angeles, County of Los Angeles Department of Public Works, Los Angeles County Road Department, and/or Los Angeles County Engineer.

Day. Calendar day(s) unless otherwise specified.

<u>Direct Employee</u>. Worker employed by Contractor under Contractor's State and Federal taxpayer identification.

<u>Director</u>. The Director of Public Works, County of Los Angeles, as used herein, includes the Road Commissioner, County of Los Angeles; County Engineer, County of Los Angeles; Chief Engineer, Los Angeles County Flood Control District; and/or authorized representative(s).

<u>District</u>. Los Angeles County Flood Control District, or Los Angeles County Waterworks Districts, or Los Angeles County Consolidated Sewer Maintenance District.

<u>Employee Leasing</u>. Any agreement to employ any worker, at any tier, that is neither a Subcontract nor a direct employee relationship.

<u>Fiscal Year</u>. The 12-month period beginning July 1 and ending the following June 30.

<u>Maximum Contract Sum</u>. The Maximum Contract Sum is the aggregate total amount of compensation authorized by the Board.

<u>Proposal</u>. The written materials that a Proposer submits in response to a solicitation document (Request for Proposals).

<u>Proposer</u>. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity submitting a Proposal for the work, acting directly or through a duly authorized representative.

<u>Public Works</u>. County of Los Angeles Department of Public Works.

<u>Solicitation</u>. Request for Proposals, Invitation for Bids, Request for Statement of Qualifications, or Request for Quotation.

<u>Specifications</u>. The directions, provisions, and requirements contained herein, as supplemented by such special provisions as may be necessary pertaining to method, manner, and place of performing the work under this Contract.

<u>Subcontract</u>. An agreement by the Contractor to employ a Subcontractor at any tier; to employ or agree to employ a Subcontractor, at any tier.

<u>Subcontractor</u>. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of the Contractor's performance of this Contract, at any tier, under oral or written agreement.

### C. <u>Headings</u>

The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.

#### **SECTION 2**

# STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

#### A. Amendments

- 1. For any change which affects the Scope of Work, Contract sum, payments, or any term or condition included in this Contract, an amendment shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor.
- The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by the Board or the Chief Executive Officer. To implement such changes, an amendment or a change order to this Contract shall be prepared by Public Works and signed by the Contractor.
- 3. County may, at its sole discretion, authorize extensions of time to this Contract's term. Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an amendment to this Contract shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor. To the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, Public Works may, at its sole discretion, grant Contractor extensions of time, provided the aggregate of all such extensions during the life of this Contract shall not exceed 180 days.
- 4. For any change which does not materially affect the Scope of Work or any other term or condition included under this Contract, a change order shall be prepared by Public Works and signed by the Contractor. If the change order is prepared by the Contractor, it shall be approved by Public Works and signed by the Contractor and the County.

#### B. Assignment and Delegation

1. 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 paragraph, County consent shall require a written amendment to this Contract, which is formally approved and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor. Any payments by 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 Contractor may have against County.

- 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 this Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 3. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than 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 this Contract, which may result in the suspension or termination of this Contract. In the event of such a termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default of Contractor.

## C. Authorization Warranty

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

## D. <u>Budget Reduction</u>

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. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions.

## E. <u>Complaints</u>

Contractor shall develop, maintain, and operate procedures for receiving, investigating, and responding to any complaints by any individual.

- 1. Within 12 business days after this Contract's effective date, Contractor shall provide County with Contractor's policy for receiving, investigating, and responding to any complaints by any individual.
- 2. County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
- 3. If County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five business days for County approval.
- 4. If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to County for approval before implementation.
- 5. Contractor shall preliminarily investigate all complaints and notify the Contract Manager of the status of the investigation within five business days of receiving the complaint.
- 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.
- 7. Copies of all written responses shall be sent to the Contract Manager within three business days of mailing to the complainant.

#### F. Compliance with Applicable Laws

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

by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this paragraph 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, 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.

# G. Compliance with Civil Rights Laws

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 disability, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Contractor shall comply with its EEO Certification (Form PW-7).

#### H. Confidentiality

- Contractor shall maintain the confidentiality of all records obtained from County under this Contract in accordance with all applicable Federal, State, and local laws, ordinances, regulations, and directives relating to confidentiality.
- 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 Subcontractors, to comply with this paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this paragraph 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.

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

## I. Conflict of Interest

- No County employee whose position with 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 Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of the work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.
- 2. Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. 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. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If 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 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 paragraph shall be a material breach of this Contract subjecting Contractor to either Contract termination for default or debarment proceedings or both. Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).
- J. <u>Consideration of Hiring County Employees Targeted for Layoffs or Former County Employee on Reemployment List</u>

Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, 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 reemployment list during the life of this Contract.

## K. Consideration of Hiring GAIN and GROW Participants

- 1. Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program and General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN and GROW participants by category to Contractor.
- 2. In the event that both laid-off County employees and GAIN and GROW participants are available for hiring, County employees shall be given first priority.

## L. <u>Contractor's Acknowledgment of County's Commitment to Child Support</u> Enforcement

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

#### M. Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification (Form PW-12), County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California law in order to protect County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either Contract termination for default or debarment proceedings or both. (Los Angeles County Code, Chapter 2.202).

## N. <u>Contractor's Warranty of Adherence to County's Child Support Compliance</u> Program

- 1. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from 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 County and its taxpayers.
- 2. As required by County's Child Support Compliance Program (Los Angeles County Code, Chapter 2.200), and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with the 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).

#### O. Contractor Performance Evaluation/Corrective Action Measures

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

#### P. Damage to County Facilities, Buildings, or Grounds

- 1. Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor, employees, or agents of Contractor.
- 2. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than 30 days after the occurrence. If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined

by County, for such repairs shall be repaid by Contractor by cash payment upon demand. County may deduct from any payment otherwise due Contractor for costs incurred by County to make such repairs.

## Q. Employment Eligibility Verification

- 1. Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all of its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all covered employees performing services 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. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 2. Contractor shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

#### R. Facsimile Representations

At the discretion of County, County may agree to regard facsimile representations of original signatures of Contractor's authorized officers, when appearing in appropriate places on the change notices and amendments prepared pursuant to this Exhibit's Amendments, 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 Contractor need not follow up facsimile transmissions of such documents with subsequent (nonfacsimile) transmission of "original" versions of such documents.

#### S. Fair Labor Standards

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers 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 Contractor's employees for which County may be found jointly or solely liable.

## T. Force Majeure

- 1. Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's Subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this subparagraph as "force majeure events").
- 2. Notwithstanding the foregoing, a default by a Subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such Subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "Subcontractor" and "Subcontractors" mean Subcontractors at any tier.
- 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.

#### U. Governing Laws, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with the laws of the State of California. To the maximum extent permitted by applicable law, Contractor and County agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes concerning this Contract and further agree and consent that venue of any action brought in connection with or arising out of this Contract, shall be exclusively in the County of Los Angeles.

#### V. 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.

## W. Nondiscrimination and Affirmative Action

- 1. 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 antidiscrimination laws and regulations.
- 2. Contractor shall certify to, and comply with, the provisions of Contractor's EEO Certification (Form PW-7).
- 3. 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 antidiscrimination laws and regulations. Such action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.
- 4. Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 5. 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.
- 6. Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this paragraph when so requested by County.
- 7. If County finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate for default or suspend this Contract. While County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has

violated Federal or State antidiscrimination laws or regulations shall constitute a finding by County that Contractor has violated the antidiscrimination provisions of this Contract.

8. The parties agree that in the event Contractor violates any of the antidiscrimination provisions of this Contract, County shall, at its sole option, be entitled to a sum of \$500 for each violation pursuant to California Civil Code, Section 1671, as liquidated damages in lieu of terminating or suspending this Contract.

#### X. Nonexclusivity

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

# Y. <u>No Payment for Services Provided Following Expiration/Suspension/Termination of Contract</u>

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

## Z. 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 business day, give notice thereof, including all relevant information with respect thereto, to the other party.

#### AA. Notice of Disputes

Contractor shall bring to the attention of the Contract Manager any dispute between County and Contractor regarding the performance of services as stated in this Contract. If the Contract Manager is not able to resolve the dispute, the Director will resolve it.

## BB. Notice to Employees Regarding the Federal Earned Income Credit

Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit C).

## CC. Notices

Notices desired or required to be given under these Specifications, Conditions, or Terms herein or any law now or hereafter in effect may, at the option of the party giving the same, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid with the United States Post Office and any such notice and the envelope containing the same shall be addressed to Contractor at its place of business, or such other place as may be hereinafter designated in writing by Contractor. The notices and envelopes containing the same to County shall be addressed to:

Contracting Manager, Architectural Engineering Division County of Los Angeles Department of Public Works P.O. Box 1460 Alhambra, CA 91802-1460

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

#### DD. Publicity

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 Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publicizing its role under this Contract within the following conditions:

- 1. Contractor shall develop all publicity material in a professional manner.
- 2. During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate commercial advertisements, press releases, feature articles, or other materials using the name of

- County without the prior written consent of the Contract Manager. County shall not unreasonably withhold such written consent.
- 3. Contractor may, without prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with County, provided that the requirements of this paragraph shall apply.

## EE. Public Records Act

- 1. Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents. books. and accounting records pursuant to Exhibit's Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the RFP used in the solicitation process for this Contract, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records, except those documents that are marked "Trade Secret," "Confidential," or "Proprietary" and are deemed excluded from disclosure under Government Code 6250 et seg. (Public Records Act). County shall not in any way be liable or responsible for the disclosure of any such records including, with limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 2. In the event 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," Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act.

#### FF. Record Retention and Inspection/Audit Settlement

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that 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 Contractor and shall be made available to County during the term of this Contract and for a period of five years thereafter unless County's written

permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in County, provided that if any such material is located outside County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 1. In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller within 30 days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 2. Failure on the part of Contractor to comply with any of the provisions of this paragraph shall constitute a material breach of this Contract upon which County may suspend or terminate for default or suspend this Contract.
- 3. If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either: a) repaid by Contractor to County by cash payment upon demand or b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.
- 4. addition to the above. Contractor agrees. the should the ln 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 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.

#### GG. Recycled-Content Paper Products

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

## HH. Contractor's Employee Criminal Background Investigation

Each of the Contractor's and Subcontractor's staff performing services under this Contract who is in a designated sensitive position, as determined by the 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 or other agency or entity acceptable to County to include State and local-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.

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.

#### II. Subcontracting

The requirements of this Contract may not be subcontracted by Contractor without the advance written approval of County. Any attempt by Contractor to Subcontract without the prior written consent of County may be deemed a material breach of this Contract and the County may suspend or terminate for this Contract default.

- 1. If Contractor desires to Subcontract, Contractor shall provide the following information promptly at County's request:
  - a. A description of the work to be performed by the Subcontractor.
  - b. A draft copy of the proposed Subcontract.
  - c. Other pertinent information and/or certifications requested by County.
- 2. Contractor shall indemnify, defend, and hold County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were Contractor employees.
- Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to Subcontract, notwithstanding County's approval of Contractor's proposed Subcontract.
- 4. County's consent to Subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. Contractor is responsible to notify its Subcontractors of this County right.
- 5. County's Contract Manager is authorized to act for and on behalf of County with respect to approval of any Subcontract and Subcontractor employees.
- 6. Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to Subcontract.
- 7. Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by County from each approved Subcontractor. Contractor shall ensure delivery of all such documents to Architectural Engineering Division, P.O. Box 1460, Alhambra, California 91802-1460, before any Subcontractor employee may perform any work hereunder.
- 8. Employee Leasing is prohibited.

# JJ. 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.

## KK. Waiver

No waiver by County of any breach of any provision of this Contract shall constitute a waiver of any other breach of said provision or of any other provision of this Contract. Failure of County to enforce at anytime, or from time to time, any provision of this Contract shall not be construed as a waiver thereof.

#### LL. Warranty Against Contingent Fees

- Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.
- 2. For breach of this warranty, County shall have the right, in its sole discretion, to suspend or terminate this Contract for default, deduct from amounts owing to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### MM. Time Off for Voting

The Contractor shall notify its employees, and shall require each Subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code, Section 14000). Not less than ten days before every Statewide election, every Contractor and Subcontractors 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.

## NN. Compliance with County's Zero Tolerance Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

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

#### **SECTION 3**

#### TERMINATIONS/SUSPENSIONS

A. <u>Termination/Suspension for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program</u>

Failure of Contractor to maintain compliance with the requirements set forth in this Exhibit's Contractor's Warranty of Adherence to County's Child Support Compliance Program shall constitute a 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 90 calendar days of written notice shall be grounds upon which the County may suspend or terminate this Contract pursuant to this Exhibit's Termination/Suspension for Default, and pursue debarment of Contractor pursuant to Los Angeles County Code, Chapter 2.202.

## B. <u>Termination/Suspension for Convenience</u>

- This Contract may be suspended or terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Suspension or termination of work hereunder shall be effected by notice of suspension or termination to Contractor specifying the extent to which performance of work is suspended or terminated and the date upon which such suspension or termination becomes effective. The date upon which such suspension or termination becomes effective shall be no less than ten days after the notice is sent.
- 2. After receipt of a notice of suspension or termination and except as otherwise directed by County, Contractor shall:
  - a. Stop work under this Contract on the date and to the extent specified in such notice.
  - b. Complete performance of such part of the work as shall not have been suspended or terminated by such notice.
- 3. All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract shall be maintained by Contractor in accordance with this Exhibit's Record Retention and Inspection/Audit Settlement.
- 4. If this Contract is suspended or terminated, Contractor shall complete within the Director's suspension or termination date contain within the notice of suspension or termination, those items of work which are in various stages of completion, which the Director has advised the Contractor are necessary to bring the work to a timely, logical, and orderly

end. Reports, samples, and other materials prepared by Contractor under this Contract shall be delivered to County upon request and shall become the property of County.

# C. <u>Termination/Suspension for Default</u>

- 1. County may, by written notice to Contractor, suspend or terminate the whole or any part of this Contract, if, in the judgment of the County:
  - a. Contractor has materially breached this Contract; or
  - b. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or
  - c. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.
- In the event County suspends or terminates this Contract in whole or in part pursuant to this paragraph, County may procure, upon such terms and in such manner, as County may deem appropriate, goods and services similar to those so suspended or terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Contract to the extent not suspended or terminated under the provisions of this paragraph.
- 3. Except with respect to defaults of any Subcontractor, Contractor shall not costs for anv excess of the type identified subparagraph "2" above, if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, 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 Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both Contractor and Subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the

Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

- 4. If, after County has given notice of termination or suspension under the provisions of this paragraph, it is determined by County that Contractor was not in default under the provisions of this paragraph or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination or suspension had been issued pursuant to this Exhibit's Termination/Suspension for Convenience.
- 5. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- 6. As used herein, the terms "Subcontractor" and "Subcontractors" mean Subcontractor at any tier.

#### D. <u>Termination/Suspension for Improper Consideration</u>

- 1. County may, by written notice to Contractor, immediately suspend or terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by 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, extension of this Contract, or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination or suspension, County shall be entitled to pursue those same remedies against Contractor as it could pursue in the event of default by Contractor.
- 2. Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 3. Among other items, such improper consideration may take the form of cash; discounts; services; the provision of travel, entertainment, or tangible gifts.

# E. <u>Termination/Suspension for Insolvency</u>

- 1. County may suspend or terminate this Contract forthwith in the event of the occurrence of any of the following:
  - a. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 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 Contractor is insolvent within the meaning of the Federal Bankruptcy Code.
  - b. The filing of a voluntary or involuntary bankruptcy petition relative to Contractor under the Federal Bankruptcy Code.
  - c. The appointment of a bankruptcy Receiver or Trustee for Contractor.
  - d. The execution by Contractor of a general assignment for the benefits of creditors.
- 2. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## F. Termination/Suspension for Nonadherence to County Lobbyists Ordinance

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

# G. <u>Termination/Suspension for Nonappropriation of Funds</u>

Notwithstanding any other provision of this Contract, County shall not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of County's future fiscal years unless and until the Board appropriates funds for this Contract in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract may be suspended or terminated as of June 30 of the last fiscal year for which funds were appropriated. County will notify Contractor in writing of any such nonallocation of funds at the earliest possible date.

#### **SECTION 4**

#### GENERAL CONDITIONS OF CONTRACT WORK

#### A. Authority of Public Works and Inspection

The Director will have the final authority in all matters affecting the work covered by this Contract's Terms, Requirement, Conditions, and Specifications. On all questions relating to work acceptability or interpretations of these Terms, Requirements, Conditions, and Specifications, the decision of the Director will be final.

# B. <u>Cooperation</u>

Contractor shall cooperate with Public Works' forces engaged in any other activities at the jobsite. Contractor shall carry out all work in a diligent manner and according to instructions of the Director.

## C. Cooperation and Collateral Work

Contractor shall perform work as directed by the Director. The Director will be supported by other Public Works personnel in assuring satisfactory performance of the work under these Specifications and that satisfactory Contract controls and conditions are maintained.

## D. Equipment, Labor, Supervision, and Materials

All equipment, labor, supervision, and materials required to accomplish this Contract, except as might be specifically outlined in other sections, shall be provided by Contractor.

## E. Gratuitous Work

Contractor agrees that should work be performed outside the Scope of Work indicated and without Public Works' prior written approval in accordance with this Exhibit's Amendments, such work shall be deemed to be a gratuitous effort by Contractor, and Contractor shall have no claim against County.

## F. Jobsite Safety

Contractor shall be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all applicable Federal, State, and local occupational safety regulations. Contractor shall provide at its expense all safeguards, safety devices, and protective equipment and shall take any and all actions appropriate to providing a safe jobsite.

## G. Labor

No person shall be employed on any work under this Contract who is found to be intemperate, troublesome, disorderly, or is otherwise objectionable to Public Works. Any such person shall be reassigned immediately and not again employed on Public Works' projects or providing services.

## H. Labor Law Compliance

Contractor, its agents, and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California as well as all other applicable Federal, State, and local laws related to labor including compliance with prevailing wage laws. The Contractor is responsible for selecting the classification of workers, which will be required to perform this service in accordance with the Contractor's method of performing the work and when applicable, is required to pay current prevailing wage rate s adopted by the Director of the Department of Industrial Relations and will indemnify the County for any claims resulting from their failure to so comply. Contractor shall comply with Labor Code, Section 1777.5, with respect to the employment of apprentices.

#### I. Overtime

Eight hours labor constitutes a legal day's work. Work in excess thereof, or greater than 40 hours during any one week, shall be permitted only as authorized by and in accordance with Labor Code, Section 1815 et seq.

#### J. Permits/Licenses

Contractor shall be fully responsible for possessing or obtaining all permits/licenses, except as might be specifically outlined in other sections, from the appropriate Federal, State, or local authorities relating to work to be performed under this Contract.

#### K. Prohibition Against Use of Child Labor

#### 1. Contractor shall:

- a. Not knowingly sell or supply to County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment.
- b. Upon request by County, identify the country/countries of origin of any products, goods, supplies, or other personal property Contractor sells or supplies to County.

- c. Upon request by County, provide to County the manufacturer's certification of compliance with all international child labor conventions.
- d. Should County discover that any products, goods, supplies, or other personal property sold or supplied by Contractor to County are produced in violation of any international child labor conventions, Contractor shall immediately provide an alternative, compliant source of supply.
- 2. Failure by Contractor to comply with provisions of this paragraph will constitute a material breach of this Contract and will be grounds for immediate suspension or termination of this Contract for default.

## L. <u>Public Convenience</u>

Contractor shall conduct operations to cause the least possible obstruction and inconvenience to public traffic or disruption to the peace and quiet of the area within which the work is being performed.

# M. Public Safety

It shall be Contractor's responsibility to maintain security against public hazards at all times while performing work at Public Works' jobsites.

# N. Quality of Work

Contractor shall provide the County high and consistent quality work under this Contract and which is at least equivalent to that which Contractor provides to all other clients it serves. All work shall be executed by experienced and well-trained workers. All work shall be under supervision of a well-qualified supervisor. Contractor also agrees that work shall be furnished in a professional manner and according to these Specifications.

# O. Quantities of Work

Contractor shall be allowed no claims for anticipated profits or for any damages of any sort because of any difference between the work estimated by Contractor in responding to County's solicitation and actual quantities of work done under this Contract or for work decreased or eliminated by County.

## P. <u>Safety Requirements</u>

Contractor shall be responsible for the safety of equipment, material, and personnel under Contractor's jurisdiction during the work.

# Q. Storage of Material and Equipment

Contractor shall not store material or equipment at the jobsite, except as might be specifically authorized by this Contract. County will not be liable or responsible for any damage, by whatever means, or for the theft of Contractor's material or equipment from any jobsite.

# R. <u>Transportation</u>

County will not provide transportation to and from the jobsite and will not provide travel around the limits of the jobsite.

# S. Work Area Controls

- Contractor shall comply with all applicable laws and regulations.
   Contractor shall maintain work area in a neat, orderly, clean, and safe manner. Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each jobsite will be subject to the Contract Manager's approval.
- 2. Contractor shall be responsible for the security of any and all of Public Works/County facilities in its care. Contractor shall provide protection against vandalism and accidental and malicious damage, both during working and nonworking hours.

# T. County Contract Database/CARD

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.

#### SECTION 5

#### INDEMNIFICATION AND INSURANCE REQUIREMENTS

## A. Independent Contractor Status

- This Contract is by and between County and 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 County and 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.
- 2. 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. 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 Contractor.
- 3. Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. 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 Contractor pursuant to this Contract.

## B. Indemnification

Contractor shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Appointed Officers, Agents, Employees, and Volunteers ("County Indemnities"), from and against any and all liability including, but not limited to, demands, claims, actions, fees, costs, and expenses of any nature whatsoever (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract except for loss or damage arising from the sole negligence or willful misconduct of the County Indemnities. This indemnification also shall include any and all intellectual property liability, including copyright infringement and similar claims.

# C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by this Exhibit's Section 5.B (above), and to the extent allowed by law, Contractor agrees to defend, indemnify, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Appointed Officers, Agents, Employees, and Volunteers

from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever including, but not limited to, injury or death to employees of Contractor, its Subcontractors or County, attributable to any alleged act or omission of Contractor and/or its Subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify, and hold harmless County includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multiemployer worksites. Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of County. County may deduct from any payment otherwise due Contractor any costs incurred or anticipated to be incurred by County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by Contractor under this Contract.

### D. <u>General Insurance Requirements</u>

- 1. 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 this paragraph and paragraph F of this Section. 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.
- Evidence of Coverage and Notice to County: A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers 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.
  - a. Renewal Certificates shall be provided to County not less than ten days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
  - b. 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 \$50,000, and list any County-required endorsement forms.

- c. Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a noncomplying 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.
- d. Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Public Works, Architectural Engineering Division
P.O. Box 1460
Alhambra, California 91802-1460
Attention of: Contract Analyst (noted in the RFP Notice)

- e. 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 Subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.
- 3. Additional Insured Status and Scope of Coverage The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers 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. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers 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 of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers 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.

- 4. 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 days in advance of cancellation for nonpayment of premium and 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.
- 5. 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.
- 6. <u>Insurer Financial Ratings</u>: 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.
- 7. <u>Contractor's Insurance Shall Be Primary</u>: 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. <u>Waivers of Subrogation</u>: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.
- 9. <u>Subcontractor Insurance Coverage Requirements</u>: Contractor shall include all Subcontractors as insureds under Contractor's own policies, or shall provide County with each Subcontractor's separate evidence of

insurance coverage. Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, Volunteers, and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.

- 10. <u>Deductibles and Self-Insured Retentions (SIRs)</u>: 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.
- 11. <u>Claims Made Coverage</u>: 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 years following Contract expiration, termination, or cancellation.
- 12. <u>Application of Excess Liability Coverage</u>: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.
- 13. <u>Separation of Insureds</u>: 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.
- 14. <u>Alternative Risk Financing Programs</u>: 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 of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers shall be designated as an Additional Covered Party under any approved program.
- 15. <u>County Review and Approval of Insurance Requirements</u>: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

# E. Compensation for County Costs

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

## F. Insurance Coverage Requirements

1. <u>Commercial General Liability</u> insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers 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

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

#### **SECTION 6**

#### CONTRACTOR RESPONSIBILITY AND DEBARMENT

#### A. 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 County's policy to conduct business only with responsible Contractors.

#### B. Chapter 2.202 of the County Code

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

## C. Nonresponsible Contractor

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

#### D. Contractor Hearing Board

- 1. If there is evidence that Contractor may be subject to debarment, Public Works will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before Contractor Hearing Board.
- Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board will prepare a tentative proposed decision, which shall contain a recommendation

regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

- 3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.
- 4. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that 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 County.
- 5. Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five 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, Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, 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 Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.
- 6. Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

## E. Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

#### **SECTION 7**

#### COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

# A. <u>Jury Service Program</u>

This Contract is subject to the provisions of 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.

## B. Written Employee Jury Service Policy

- 1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employee deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.
- 2. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a Contract with County or a Subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Contracts or Subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for County under this Contract, the Subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such Subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
- 3. If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of

"Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

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

#### **SECTION 8**

#### SAFELY SURRENDERED BABY LAW PROGRAM

# A. <u>Contractor's Acknowledgment of County's Commitment to the Safely Surrendered</u> Baby Law

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at <a href="https://www.babysafela.org">www.babysafela.org</a>.

# B. Notice to Employees Regarding the Safely Surrendered Baby Law

Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit D of this Contract and is also available on the Internet at <a href="https://www.babysafela.org">www.babysafela.org</a> for printing purposes.

# COMPLIANCE WITH COUNTY'S LIVING WAGE PROGRAM

# A. <u>Living Wage Program</u>

This Contract is subject to the provisions of 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 hereto as Form LW-1 and incorporated by reference into and made a part of this Contract.

# B. <u>Payment of Living Wage Rates</u>

- 1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not an "Employer" as defined under the Living Wage Program (Section 2.201.020 of County Code) or that Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of County Code), Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth in Form LW-3, Living Wage Rate Annual Adjustments, for the Employees' services provided to County, including, without limitation, "Travel Time" as defined below in subsection 5 of this Section 9.B under this Contract.
- 2. For purposes of this Section, "Contractor" includes any Subcontractor engaged by Contractor to perform services for County under this Contract. If Contractor uses any Subcontractor to perform services for County under this Contract, the Subcontractor shall be subject to the provisions of this Section. The provisions of this Section 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 Contractor under the laws of California, and who is providing full-time or part-time services to Contractor, which are provided to County under this Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.
- 3. If Contractor is required to pay a living wage when this Contract commences, Contractor shall continue to pay a living wage for the entire term of this Contract, including any option period.
- 4. If Contractor is not required to pay a living wage when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. Contractor shall immediately notify County if Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if Contractor no longer qualifies for the exception to the Living Wage Program.

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

5. For purposes of 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 Contractor pays the Employee any amount for that time or if California law requires 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 Contractor and 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 Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time.

# C. Contractor's Submittal of Certified Monitoring Reports

Contractor shall submit to County certified monitoring reports at a frequency instructed by County. The certified monitoring reports shall list all of Contractor's

Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked and the hourly wage rate paid for each of its Employees. All certified monitoring reports shall be submitted on forms provided by County, or any other form approved by County which contains the above information. County reserves the right to request any additional information it may deem necessary. If County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

# D. <u>Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims</u>

During the term of this Contract, if Contractor becomes aware of any labor law/payroll violations 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), Contractor shall immediately inform County of any pertinent facts known by Contractor regarding the same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of Contractor's Contract with County, but instead applies to any labor law/payroll violation or claim arising out of any of Contractor's operation in California.

# E. County Auditing of Contractor Records

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

# F. Notifications to Employees

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

# G. Enforcement and Remedies

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

- 1. Remedies for Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to 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 this Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:
  - a. Withholding of Payment: If Contractor fails to submit accurate, complete, timely, and properly certified monitoring reports, County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of 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 Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report will result in damages being sustained by 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 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 County may, in its sole discretion, assess against Contractor liquidated damages in the amount of \$100 per monitoring report for each day until County has been provided with a properly prepared, complete, and certified monitoring report. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
- c. Termination/Suspension: Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract.
- 2. Remedies for Payment of Less Than the Required Living Wage: If Contractor fails to pay any Employee at least the applicable hourly living wage rate; such deficiency shall constitute a breach of this Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:
  - a. Withholding Payment: If Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, County may withhold from any payment otherwise due to Contractor the aggregate difference between the living wage amounts Contractor was required to pay its Employees for a given pay period and the amount actually paid to the Employees for that pay period. County may withhold said amount until Contractor has satisfied 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 Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by 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 Contractor's breach. Therefore, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.

- c. Termination/Suspension: Contractor's failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract.
- 3. Debarment: In the event Contractor breaches a requirement of this Section, County may, in its sole discretion, bar 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, Section 2.202, Determinations of Contractor Nonresponsibility and Contractor Debarment.

# H. Use of Full-Time Employees

Contractor shall assign and use full-time Employees of Contractor to provide services under this Contract unless Contractor can demonstrate to the satisfaction of 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 this Contract. It is understood and agreed that Contractor shall not, under any circumstance, use non-full-time Employees for services provided under this Contract unless and until County has provided written authorization for the use of same. Contractor submitted with its proposal a full-time-Employee staffing plan. If Contractor changes its full-time-Employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to County.

# I. Contractor Retaliation Prohibited

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 County or to any other public or private agency, entity, or person. A violation of the provisions of this paragraph may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract.

# J. Contractor Standards

During the term of this Contract, 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 County, Contractor shall demonstrate to the satisfaction of County that Contractor is complying with this requirement.

# K. Neutrality in Labor Relations

Contractor shall not use any consideration received under this Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of 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 agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

# TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

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

Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

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

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

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

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify Public Works of this information prior to responding to a solicitation or accepting a Contract award.

# LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- D. If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
  - 1. Pay to County any difference between this Contract amount and what County's costs would have been if this Contract had been properly awarded.
  - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of this Contract.
  - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
- E. The above penalties shall also apply if Contractor is no longer eligible for certification as a result of a change of its status and Contractor failed to notify the State and Internal Services Department of this information.

# COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

# A. <u>Defaulted Property Tax Reduction Program</u>

This Contract is subject to the provisions of County's ordinance entitled Defaulted Property Tax Reduction Program ("Defaulted Tax Program") as codified in Sections 2.206 of the Los Angeles County Code (Exhibit E).

# B. <u>Contractor's Warranty of Compliance with County's Defaulted Property Tax</u> <u>Reduction Program</u>

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

# C. <u>Termination for Breach of Warranty of Compliance with County's Defaulted Property Tax Reduction Program</u>

Failure of Contractor to maintain compliance with the requirements set forth in paragraph B, above, 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 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.

# DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise Preference Program (DVBE), as codified in Chapter 2.211 of the Los Angeles County Code.
- B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.
- C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.
- D. If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
  - 1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded.
  - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract.
  - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
- E. The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and Public Works of this information prior to responding to a solicitation or accepting a Contract award.

# PROPRIETARY CONSIDERATIONS

# A. Ownership of County Materials

Contractor and County agree that all materials including, but not limited to, designs, specifications, techniques, plans, reports, deliverables, data, photographs, diagrams, maps, images, graphics, text, videos, advertising, software, source codes, website plans and designs, interactive media, drafts, working papers, outlines, sketches, summaries, edited and/or unedited versions of deliverables, and any other materials or information developed under this Contract and any and all Intellectual Property rights to these materials, including any copyrights, trademarks, service marks, trade secrets, trade names, unpatented inventions, patent applications, patents, design rights, domain rights, know-how, and any other proprietary rights and derivatives thereof, is and shall be the sole property of County (hereafter collectively, "County Materials"). Contractor hereby assigns and transfers to County all Contractor's rights, titles, and interest in and to all such County Materials developed under this Contract.

Notwithstanding such County ownership in the County Materials, Contractor may retain possession of working papers and materials prepared by Contractor under this Contract. During and for a minimum of five years subsequent to the term of this Contract, County shall have the right to inspect any and all such working papers and materials, make copies thereof and use the working papers and materials and the information contained therein.

# B. Transfer to County

Contractor shall execute all documents requested by County and shall perform all other acts requested by County to assign and transfer to, and vest in County, all Contractor's rights, titles, and interest in and to the County Materials including, but not limited to, any and all copyrights, trademarks, service marks, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof resulting from this Contract. County shall have the right to register all applicable copyrights, trademarks, and patents in the name of the County of Los Angeles. Further, County shall have the right to assign, license, or otherwise transfer any and all County's rights, titles, and interest including, but not limited to, copyrights, trademarks, and patents, in and to the County Materials.

# C. <u>Indemnity</u>

Contractor represents and warrants that the County Materials prepared herein under this Contract, is the original work of Contractor and does not infringe upon any Intellectual Property or proprietary rights of third-parties. For those portions of

the County Materials that are not the original work of Contractor, Contractor represents and warrants that it has secured all appropriate licenses, rights, and/or permission from appropriate third-parties to include such materials in the County Materials.

Contractor shall defend, indemnify, and hold County harmless against any claims by third-parties based on infringement of copyright, patent, trade secret, trademark, or any other claimed Intellectual Property or proprietary right, arising from County's use of County Materials created and/or prepared by Contractor. Contractor will also indemnify and defend at its sole expense, any action brought against County based on a claim that County Materials furnished hereunder by Contractor and used within the scope of this Contract infringe any copyright, patent, trade secret, trademark, or any other claimed intellectual property or proprietary right of third-parties, and Contractor shall pay any costs, damages and attorney's fees incurred by County. County will notify Contractor promptly and in writing of any such action or claim and will permit Contractor to fully participate in the defense thereof.

# D. Copyright Notices

Contractor shall affix the following notice to all County Materials: "@ Copyright 2007 (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Contractor shall affix such notice on the title page of all images, photographs, documents and writings; and otherwise as County may direct.

# E. <u>Acknowledgement/Attribution</u>

County shall also have the sole right to control the preparation, modification and revisions to, all acknowledgment and/or attribution language for all County Materials resulting from this Contract. County will, however, exercise reasonable efforts to honor requests by Contractor seeking removal of all acknowledgment and/or attribution language relating to the Contractor, should Contractor no longer wish to receive attribution for its work on the County Materials.

# SECTION 15 PREVAILING WAGES

# A. <u>Prevailing Wages</u>

The services provided in this Contract constitute "public works" as defined in the California Labor Code, and is therefore subject to payment of prevailing wages, compliance monitoring and enforcement by the Department of Industrial Relations (DIR).

The Director of the DIR has established the general prevailing rate of per diem wages for each craft, classification, type of worker, or mechanic needed to execute public works and improvements. The current general prevailing wage rate determinations are available at <a href="www.dir.ca.gov/dlsr/pwd/index.htm">www.dir.ca.gov/dlsr/pwd/index.htm</a>. The Contractor is required to pay its agents and employees the applicable current prevailing wage rate and is responsible for selecting the classification of workers required to perform this service.

The Contractor agrees to comply with the provisions of Section 1775 of the California Labor Code relating to the payment of prevailing wages, including the assessment of penalties determined by the California Labor Commissioner. Pursuant to Section 1773.2 of the California Labor Code, copies of the prevailing rate of per diem wages are on file at the County Department of Public Works, Construction Division, and will be made available for inspection by request to the Contract Manager. Future effective wage rates will be on file with the Department of Industrial Relations. The new wage rates shall become effective on the day following the expiration date of the current determinations and apply to the Contract in the same manner as if they had been included or referenced in the Contract.

# B. Work Records

The Contractor shall comply with the requirements of Section 1812 of the Labor Code. The Contractor shall maintain an accurate written record of all employees working on the Project each calendar day. The record shall include each employee's name, Social Security number, job classification, and the actual number of hours worked.

# C. <u>Posting of Prevailing Wage Rates</u>

The Contractor shall comply with the provisions of Section 1773.2 of the Labor Code. The Contractor shall post a copy of the prevailing wage rates at the worksite and comply with applicable law including posting of jobsite notices required by 8 Calif. Code Reg. §16451(d):

"This public works project is subject to monitoring and investigative activities by the Compliance Monitoring Unit (CMU) of the Division

of Labor Standards Enforcement, Department of Industrial Relations, State of California. This Notice is intended to provide information to all workers employed in the execution of the Contract for public work and to all Contractors and other persons having access to the jobsite to enable the CMU to ensure compliance with and enforcement of prevailing wage laws on public works projects.

The prevailing wage laws require that all workers be paid at least the minimum hourly wage as determined by the Director of Industrial Relations for the specific classification (or type of work) performed by workers on the project. These rates are listed on a separate jobsite posting of minimum prevailing rates required to be maintained by the public entity, which awarded the public works Contract. Complaints concerning nonpayment of the required minimum wage rates to workers on this project may be filed with the CMU at any office of the Division of Labor Standards Enforcement (DLSE).

Local Office Telephone Number:

Division of Labor Standards Enforcement Office 320 W. Fourth Street, Suite 450 Los Angeles, CA 90013 (213) 620-6330

Complaints should be filed in writing immediately upon discovery of any violations of the prevailing wage laws due to the short period of time following the completion of the project that the CMU may take legal action against those responsible.

Complaints should contain details about the violations alleged (for example, wrong rate paid, not all hours paid, overtime rate not paid for hours worked in excess of 8 hours per day or 40 hours per week, etc.) as well as the name of the employer, the public entity which awarded the public works Contract and the location and name of the project.

For general information concerning the prevailing wage laws and how to file a complaint concerning any violation of these prevailing wage laws, you may contact any DLSE office. Complaint forms are also available at the Department of Industrial Relations website found at www.dir.ca.gov/dlse/PublicWorks.html."

# D. Certified Payroll Records

The Contractor shall comply with the requirements of Section 1776 of the Labor Code. Contractor and Subcontractors, if any, must furnish certified payroll records directly to the Labor Commissioner (a.k.a. Division of Labor Standards Enforcement) in a format prescribed by the Labor Commission.

# E. Subcontractor

Subcontractors, if any, must comply with all prevailing wage requirements as provided in this Section.

# F. Mental Health Services for Critical Incidents

In the event of a serious accident on the Project site, the Los Angeles County Department of Mental Health (DMH) will, if requested, respond. The response may be within a few hours or as long as a few Days after the incident, depending on when the request was made. The services DMH will provide include crisis intervention, normalization of the stress response that survivors may be experiencing, stress management techniques and resources if the stress reactions increase in frequency or intensity. Requests for services may be made by calling the DMH Emergency Outreach Bureau Deputy Director, (213) 738-4924, during normal business hours or the ACCESS Center, (800) 854-7771, evenings, holidays, and weekends.

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# 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 <a href="www.irs.gov/formspubs">www.irs.gov/formspubs</a>. Or you can go to <a href="www.irs.gov/orderforms">www.irs.gov/orderforms</a> 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.

Notice **1015** (Rev. 12-2015) Cat. No. 20599I

# 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



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

# A baby's story

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

# Ley de Entrega de Bebés Sin Peligro



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



En el Condado de Los Ángeles: 1-877-BARY 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 livras) 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 aboso 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 recibiră 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 belvé, 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 hebé 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. Abandonaton 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 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 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 ten 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 intermember 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 nonagreement 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
- 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.)

P:\aepub\Service Contracts\CONTRACT\CONTRACTING FORMS\RFP\11 Exhibit E\_Default Tax 06-04-15.docx

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through G, inclusive, of this Contract (Exhibits A-G) and this PRS, Exhibits A-G shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-G, to clarify Performance Requirements, or

Comments Compliance □Yes □Yes □Yes □Yes □N/A □N/A □N/A N/A oN □ 9 | | Performance Indicator\* termination for default of plus any fine(s) charged to the County by a possible termination for governmental agencies Consequences for \$50 per day per report \$50 per day per report governmental agency; \$500 per occurrence suspension; possible plus any remediation Failure to Meet possible suspension; \$500 per occurrence Deductions / default of contract plus any fines by that is late or not that is late or not regulatory and cost; possible regulatory or submitted submitted contract Fined by a local, regional, State with any Federal, State, or local Submitted to Contract Manager daily/weekly/monthly report negligence or failure to comply Discharge of debris into storm governmental agency as a result of the Contractor's or Federal regulatory or Performance Filed within time frame rules, regulations, or Indicator drains and/or gutter requirements requested B. REPORTS/DOCUMENTATIONS to monitor of any part of this Contract. Special Reports As Needed Fines by Regulatory and Required Service/Tasks Governmental Agencies Violation of the National Pollutant Discharge Elimination System SCOPE OF WORK Reports Monthly ci 2

\*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through G, inclusive, of this Contract (Exhibits A-G) and this PRS, Exhibits A-G shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-G, to clarify Performance Requirements, or to monitor of any part of this Contract.

Comments Compliance □Yes □Yes □Yes □N/A D/A/A □N/A □Yes □N/A □Yes oN □ °N □ °N□ 9 | | Performance Indicator\* \$50 per error resulting from lack of orientation; \$100 per employee per day who is not certified Consequences for \$50 per employee, per \$50 per employee, per Failure to Meet possible suspension \$50 per occurrence Deductions / background check as passing the occurrence occurrence and continuation of the contract background check submitted to Prior to the start of the contract Employees who <u>do not</u> pass or local-level review, as required exceed contract requirements Uniforms worn by all day time thorough knowledge of facility Photo I.D. Badges worn by all designated sensitive position the contractor shall certify all the California Department of Justice to include State and Staffing levels are equal or employees on the job at all has passed a fingerprints employees who are in a Performance is not certified shall be Employees must have immediately removed. employees on the job Indicator by the Contract and its needs times **Employees Well Oriented To** Required Service/Tasks Contractor's Employee Criminal Background Photo I.D. Badges Investigation C. EMPLOYEES Staffing 5. Uniform 4. က ď

Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through G, inclusive, of this Contract (Exhibits A-G) and this PRS, Exhibits A-G shall control. The County reserve modify this PRS at any time consistent with the requirements set forth in Exhibits A-G, to clarify Performance Requirements, or

to monitor of any part of this Contract.				) ()
Required Service/Tasks	Performance	Deductions /	Compliance	Comments
	Indicator	Consequences for Failure to Meet Performance Indicator*		
			V/A	
6. Maintain Knowledge of Safety Requirements	Completion of training of all accepted standards for safe practices related to the work	\$50 per employee, per occurrence	□Yes □No □N/A	
D. SUPERVISOR/MANAGERS				
<ol> <li>Change in Project Manager</li> </ol>	Contractor shall notify the County in writing of any change in name or address of the Project Manager	\$50 per occurrence	□Yes □ No □ N/A	
<ol> <li>Respond to complaints, requests, and discrepancies.</li> </ol>	Respond within the time frame outlined in the Contract	\$50 per complaint not responded to within the time frame outlined in the specifications	□Yes □ No □ N/A	
<ol><li>Makes Site Inspections</li></ol>	Facility inspected each shift or as required by Contract	\$50 per occurrence	□Yes □No □N/A	
4. Competent Supervisory Staff	Responsiveness to complaints and requests; maintain good work records, and acceptable level of service	\$200 per occurrence; possible suspension	□Yes □No □N/A	
5. Provide Adequate Supervision and Training	Contract specifications met	\$50 per occurrence; possible suspension	□Yes □No □N/A	

\*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

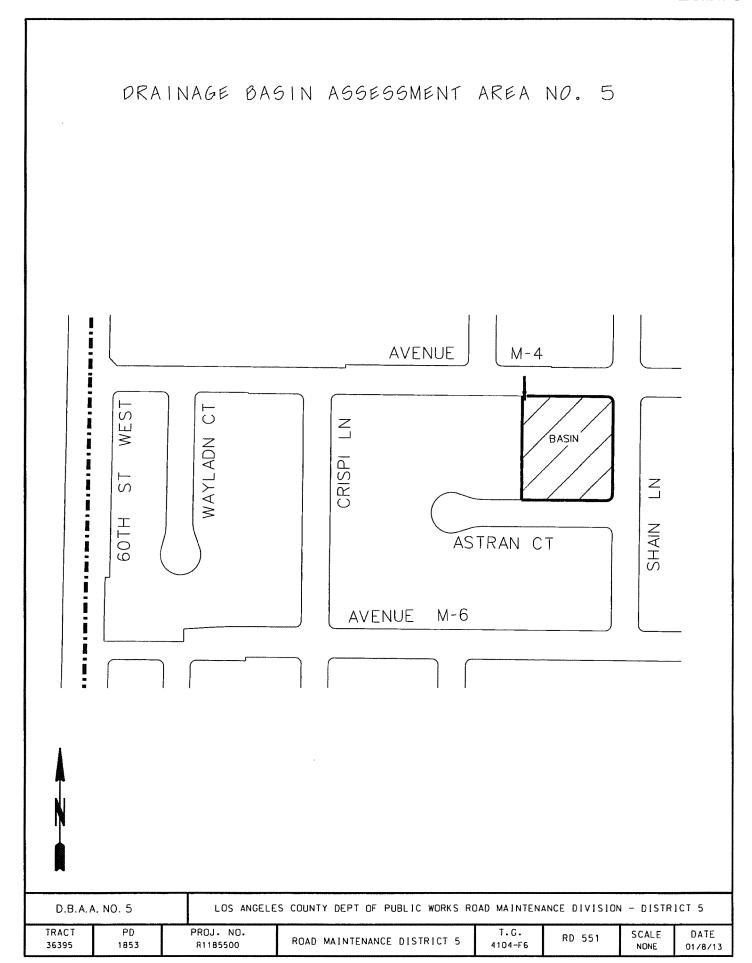
The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through G, inclusive, of this Contract (Exhibits A-G) and this PRS, Exhibits A-G shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-G, to clarify Performance Requirements, or to monitor of any part of this Contract.

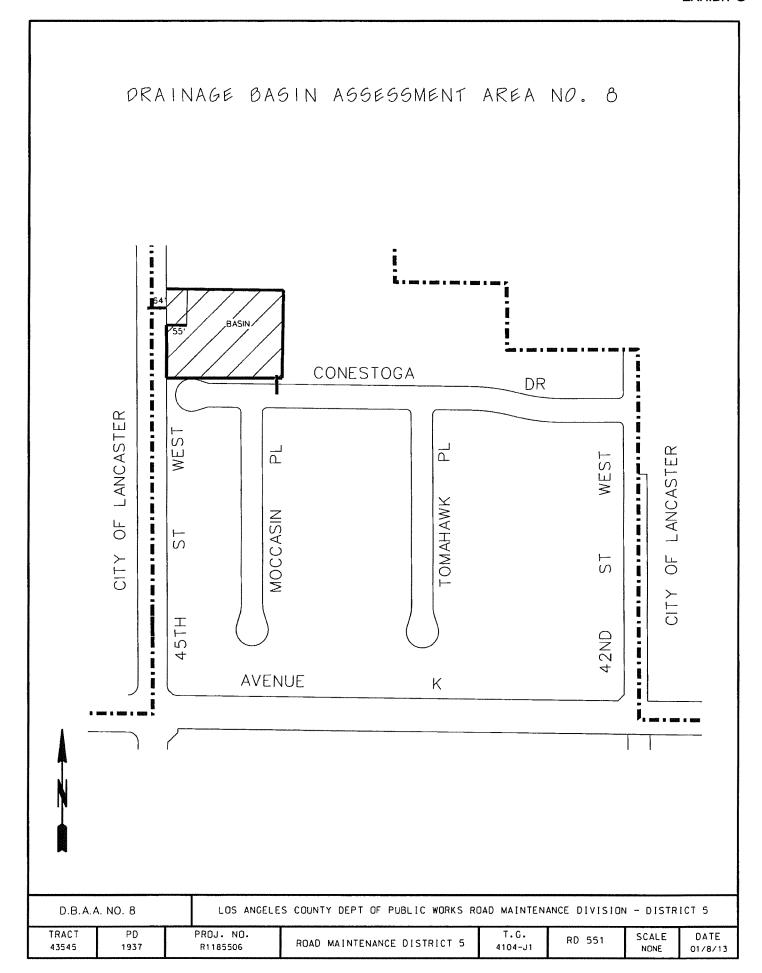
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redailed Selvice/ I asks	Lellollialice	Deductions /	Compilance	Comments
	Indicator	Consequences for Failure to Meet		
		Performance Indicator*		
6. Project Safety Official	Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices	\$200 per occurrence	□Yes □No □N/A	
7. Supervisors speak, read, write, and understand English	On-site supervisor can communicate in English with County Contract Manager	\$100 per day for use of non English-speaking supervisor; possible suspension	□Yes □No □N/A	
E. CONTRACT ADMINSTRATION				THE REAL PROPERTY OF THE PERSON OF THE PERSO
Insurance Certifications	Certifications submitted before implementation of contract and on a timely basis there-after	\$200 per day; work/contract; possible suspension; possible termination for default of	□Yes □No □N/A	
		contract		
2. Record Retention & Inspection/Audit Settlement	Maintain all required documents as specified in contract	\$200 per occurrence	□ Yes □ No N/A	
3. Use of Subcontractor without	Obtain County's written	\$500 per occurrence;	□Yes	
Approval and/or Authorization	approval prior to subcontracting	possible suspension;	No 	
	any work	default of contract	A/A	
4. License and Certification	and certifications	\$200 per day; possible	□Yes	
	required to perform the work, if	suspension; possible		
	any	termination for default of contract	□N/A	
5. Assignment and Delegation	Contractor shall not assign its rights or delegate its duties	\$200 per day the County is not informed of this	□Yes	

\*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

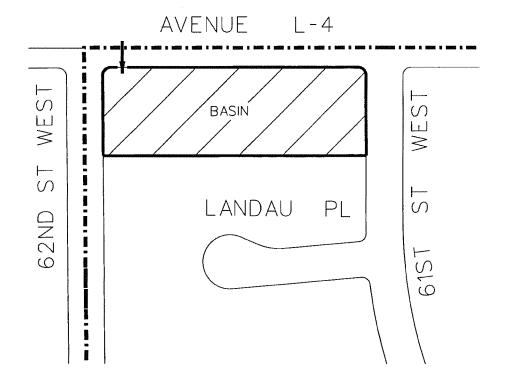
The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through G, inclusive, of this Contract (Exhibits A-G) and this PRS, Exhibits A-G shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-G, to clarify Performance Requirements, or to monitor of any part of this Contract.

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Required Service/Tasks	Performance	Deductions /	Compliance	Comments	Г
	Indicator	Consequences for Failure to Meet			<del>*************************************</del>
		Performance Indicator*			
	under this Contract, or both,	change; possible	N/A		
	whether in whole or in part,	suspension; possible			
	without the prior written	termination for default of			
	consent of County.	contract			
6. Safety Requirements	Comply with all applicable	\$500 per occurrence;	□Yes		
	State of California	possible suspension	ON [		
	Occupational Safety and		N/A		
	Health Administration				
	(Cal/OSHA)				





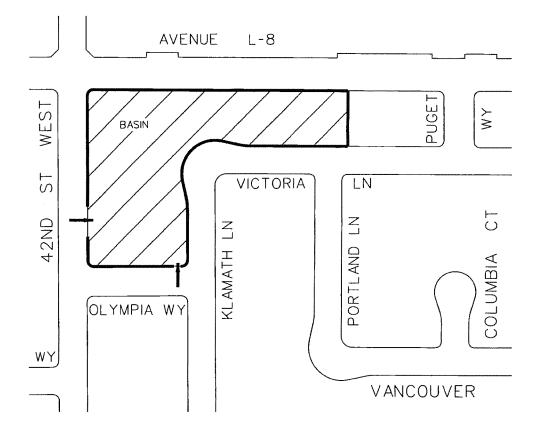
# DRAINAGE BASIN ASSESSMENT AREA NO. 9





D.B.A.A.	NO. 9	LOS ANGELE	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTR				ICT 5
TRACT 44330	PD 1992	PROJ. NO. R1185501	ROAD MAINTENANCE DISTRICT 5	T.G. 4104-E4	RD 551	SCALE NONE	DATE 01/8/13

# DRAINAGE BASIN ASSESSMENT AREA NO. 13

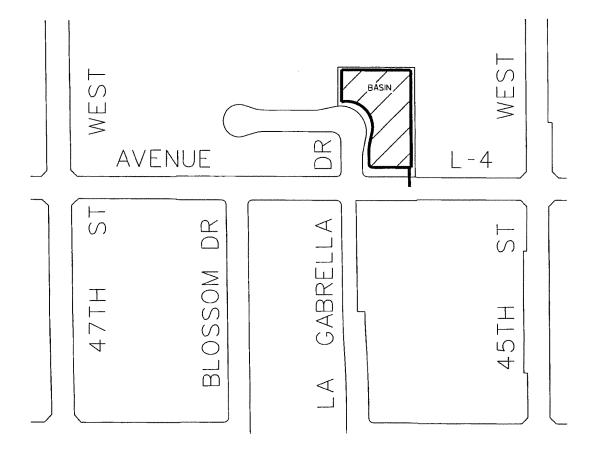




D.B.A.A. NO. 13 LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 5

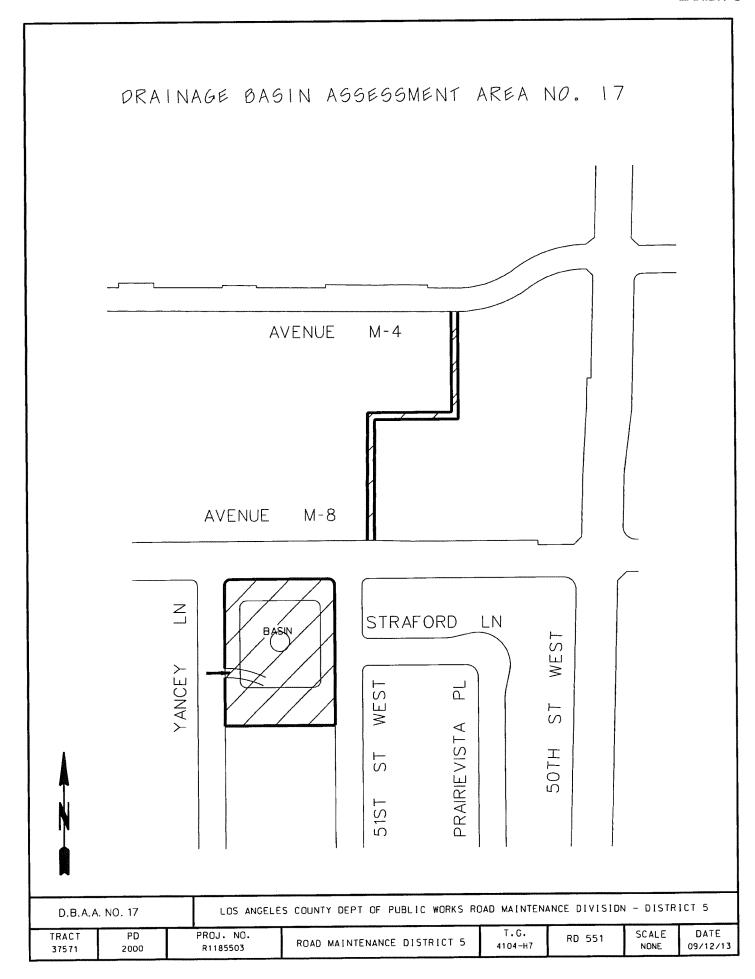
TRACT PD PROJ. NO.
44440 2041 R1185502 ROAD MAINTENANCE DISTRICT 5 T.G. RD 551 SCALE NONE 01/8/13

# DRAINAGE BASIN ASSESSMENT AREA NO. 15

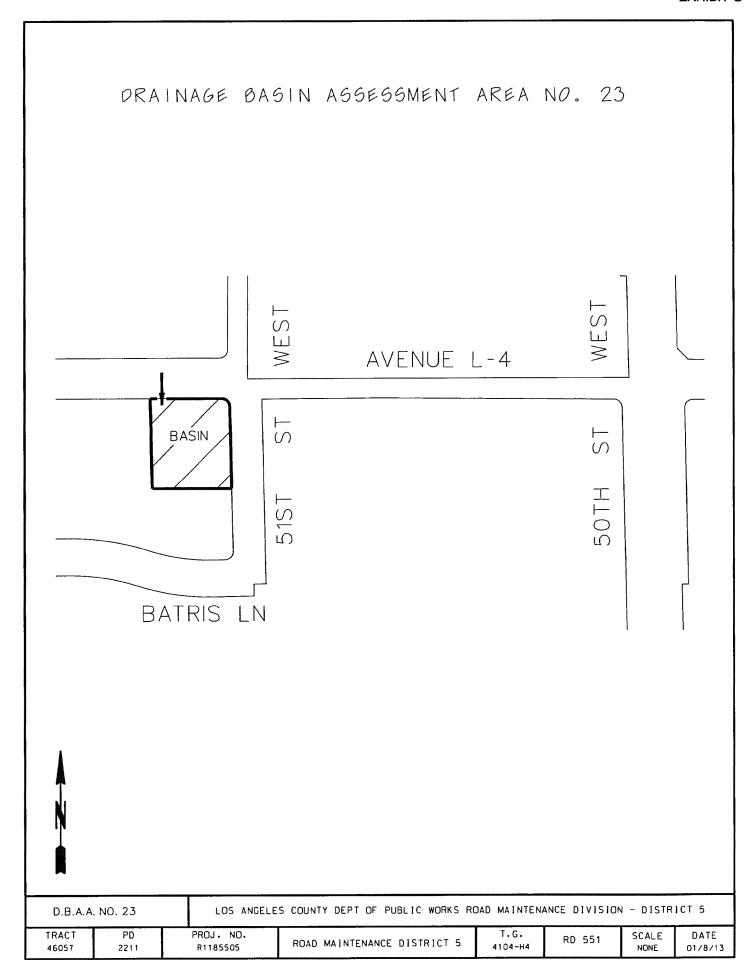




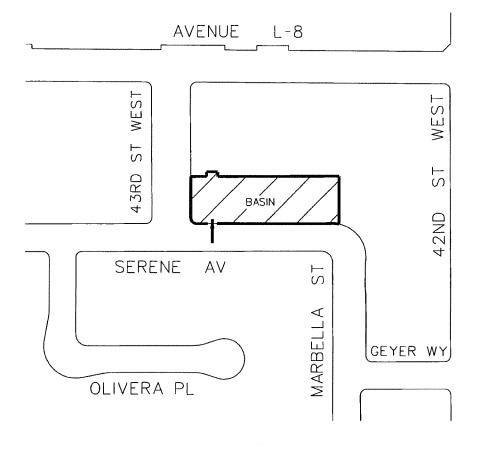
D.B.A.A	. NO. 15	LOS ANGELE	S COUNTY DEPT OF PUBLIC WORKS RE	DAD MAINIEN.	ANCE DIVISION	1 - DISTR	101.5
TRACT 41294	PD 1837	PROJ. NO. R1185508	ROAD MAINTENANCE DISTRICT 5	T.G. 4104-J4	RD 551	SCALE NONE	DATE 01/8/13



# DRAINAGE BASIN ASSESSMENT AREA NO. 22 AVENUE M-2 BÁSIN WEST FOX CT SHAIN H109 **AVENUE** M-4 D.B.A.A. NO. 22 LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 5 PROJ. NO. TRACT T.G. DATE SCALE RD 551 RDAD MAINTENANCE DISTRICT 5 34734 2119 R1185504 4104-F6 01/8/13



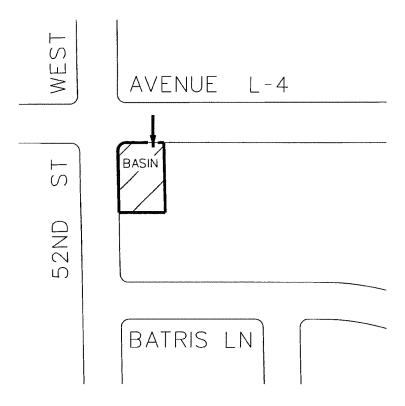
DRAINAGE BASIN ASSESSMENT AREA NO. 25





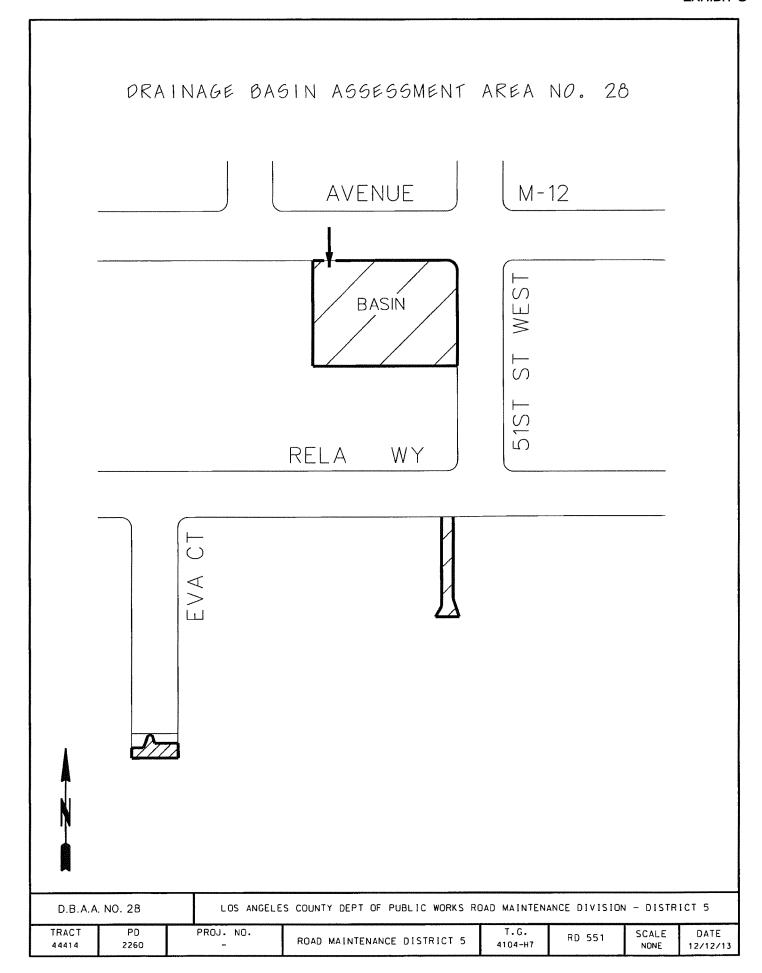
D.B.A.A	. NO. 25	LOS ANGELE	S COUNTY DEPT OF PUBLIC WORKS RE	DAD MAINTEN	ANCE DIVISION	1 - DISTR	ICT 5
TRACT 39450, 46068, 46069	PD 2246	PROJ. NO. R1185510	ROAD MAINTENANCE DISTRICT 5	T.G. 4104-J5	RD 551	SCALE NONE	DATE 01/8/13

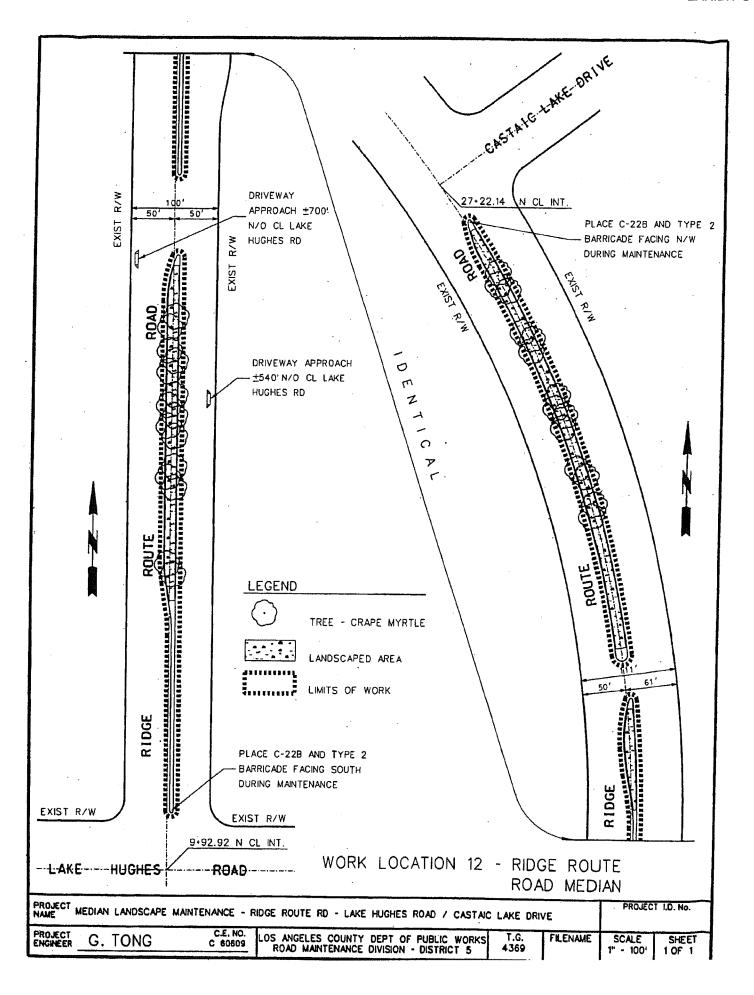
DRAINAGE BASIN ASSESSMENT AREA NO. 26

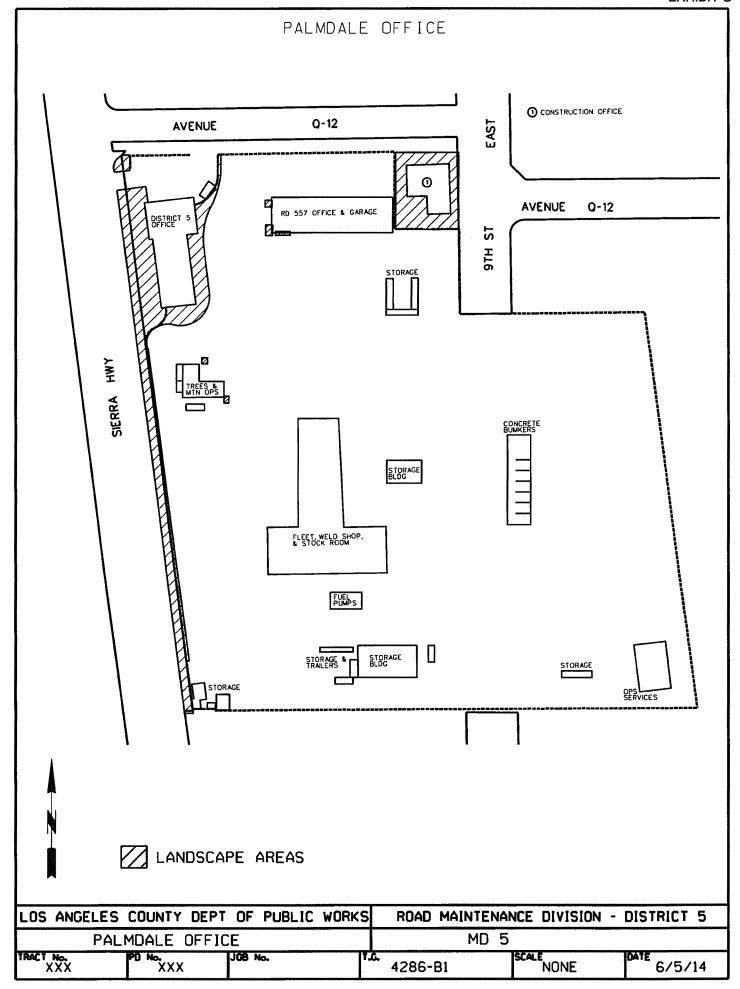




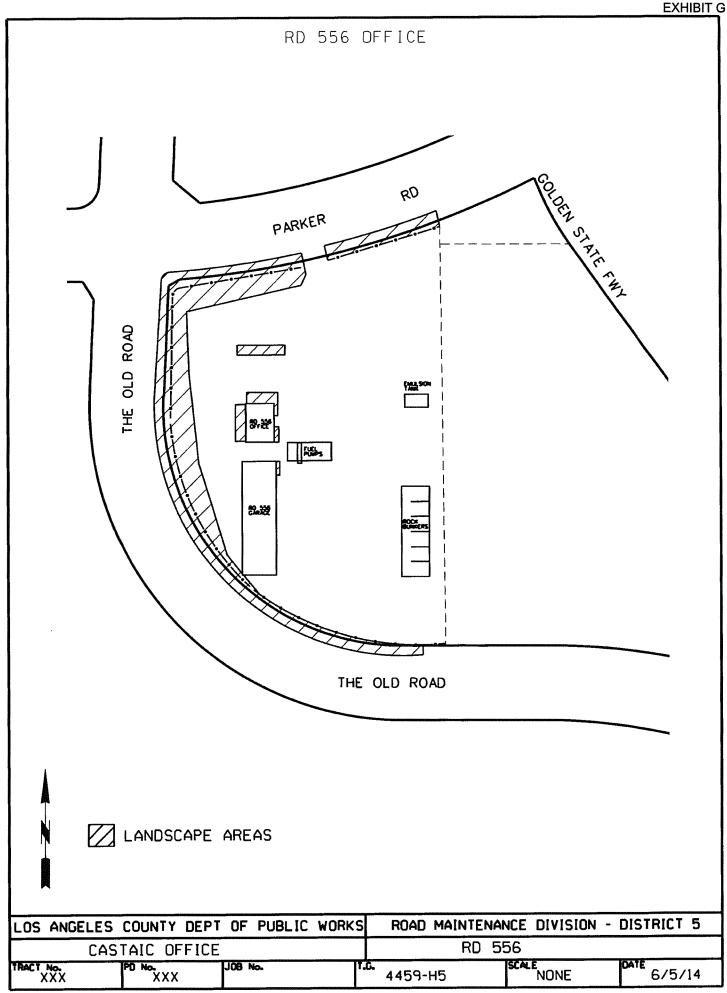
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TRACT 34733. 44464	PD 2273	PROJ. NO. R1185502	ROAD MAINTENANCE DISTRICT 5	T.G. 4104-G4	RD 551	SCALE NONE	DATE 01/8/13

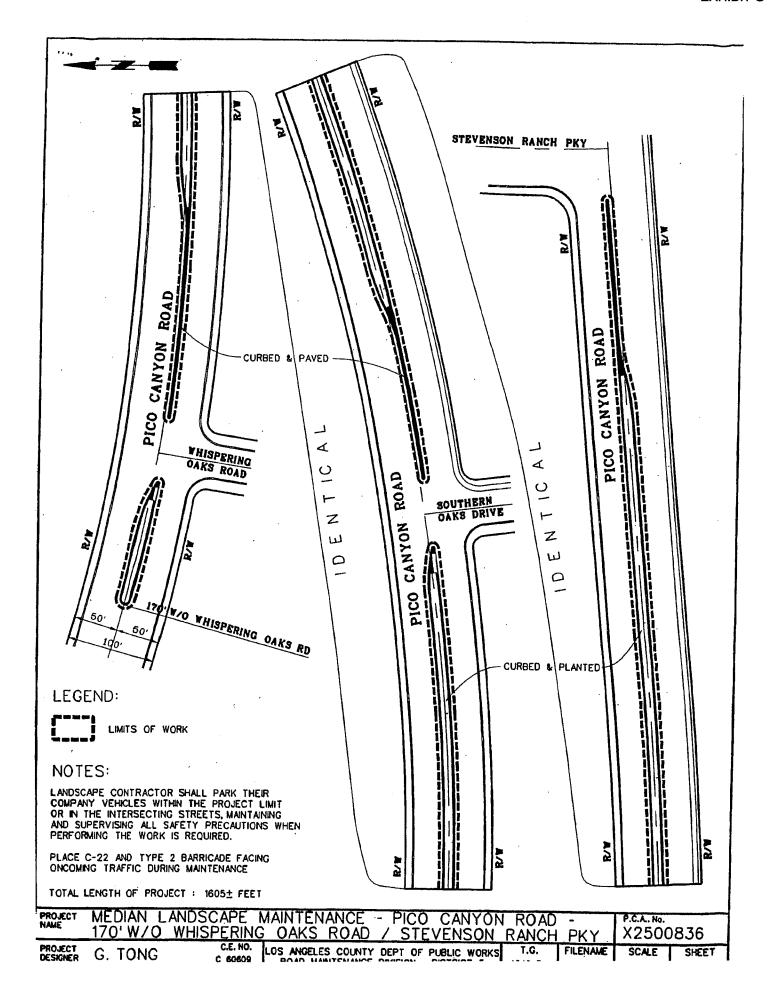


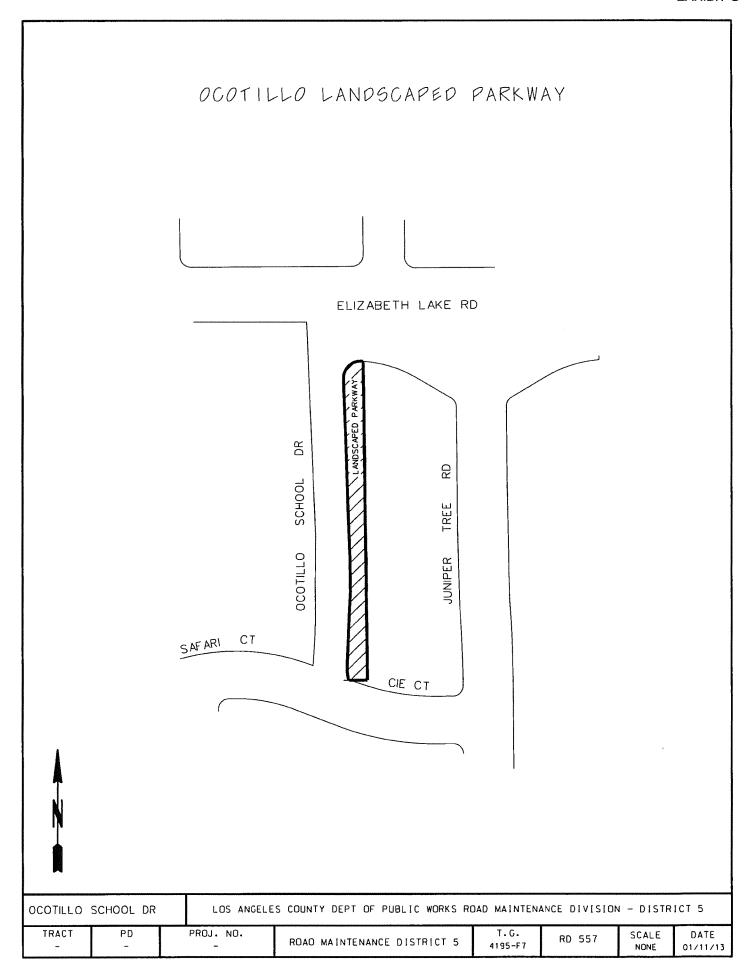


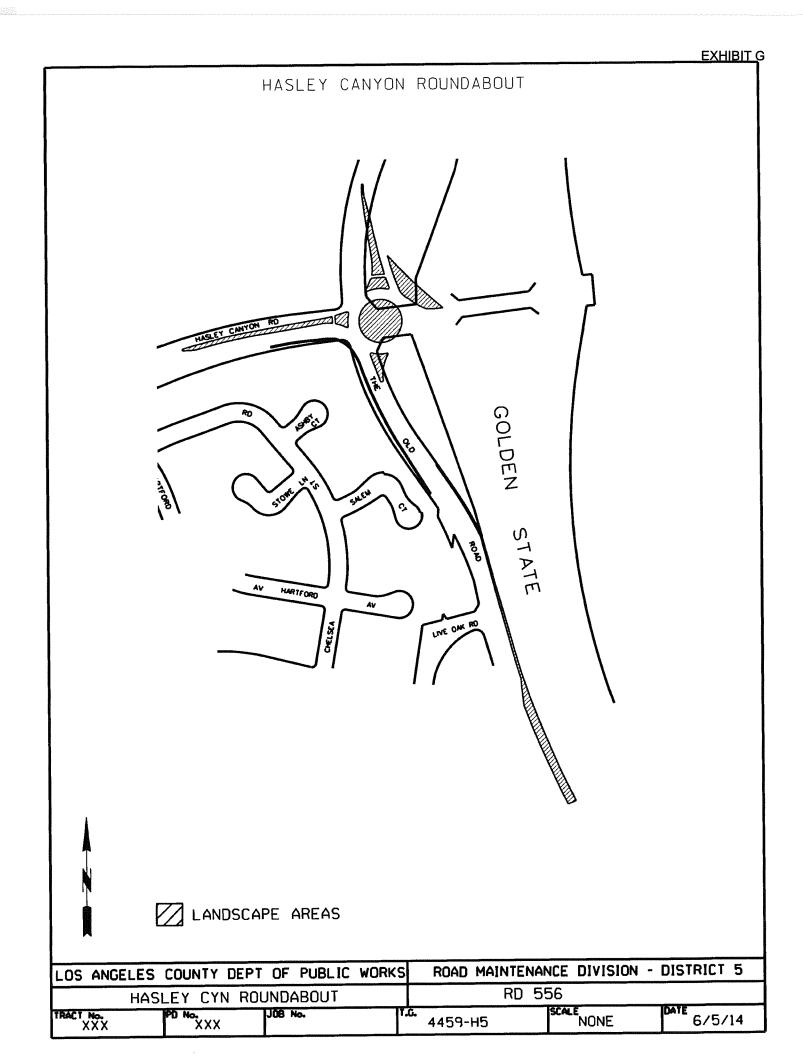


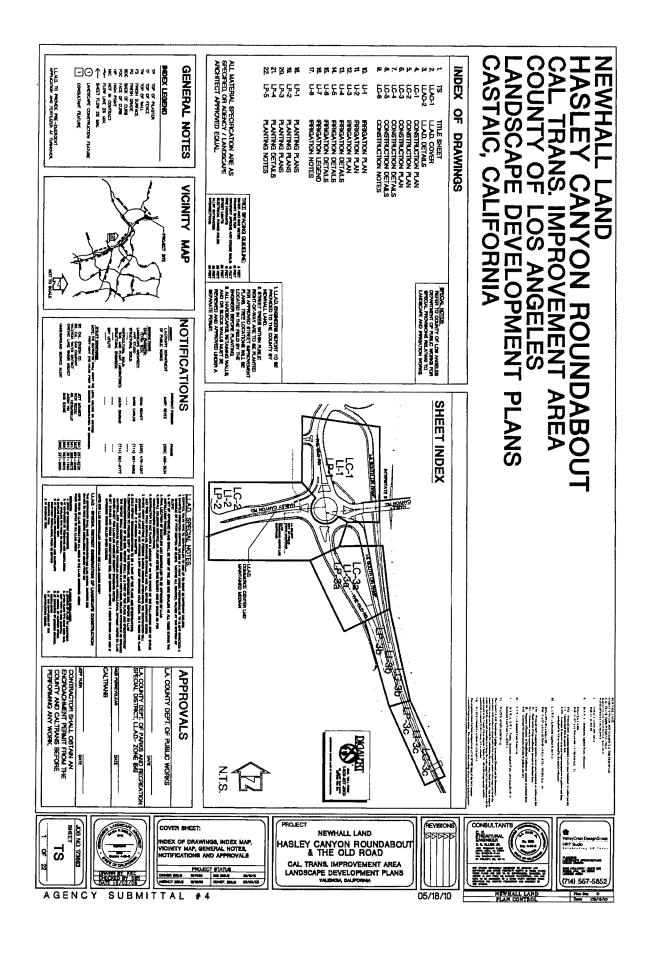


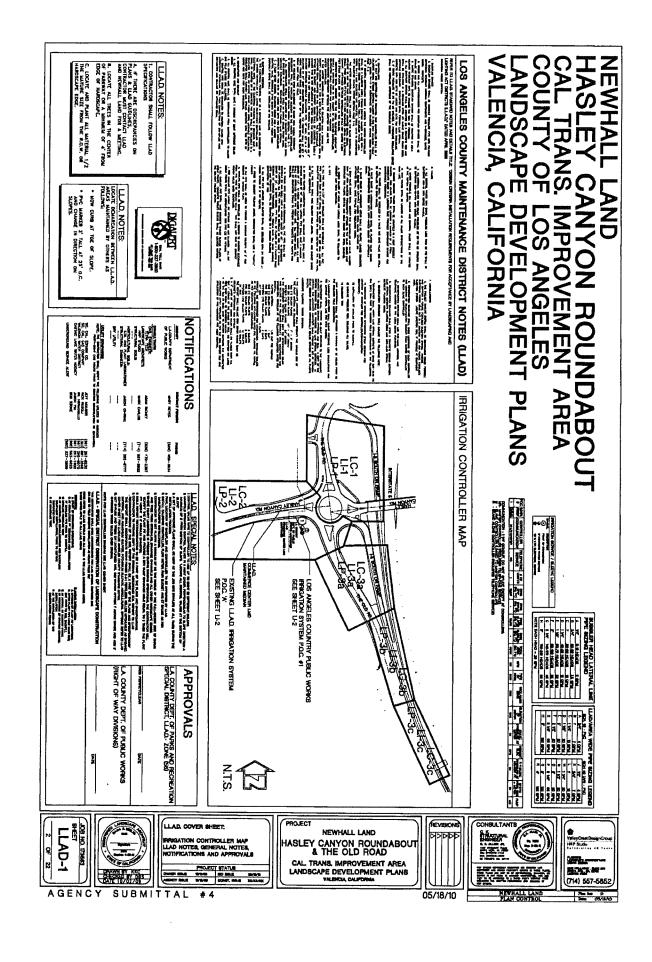


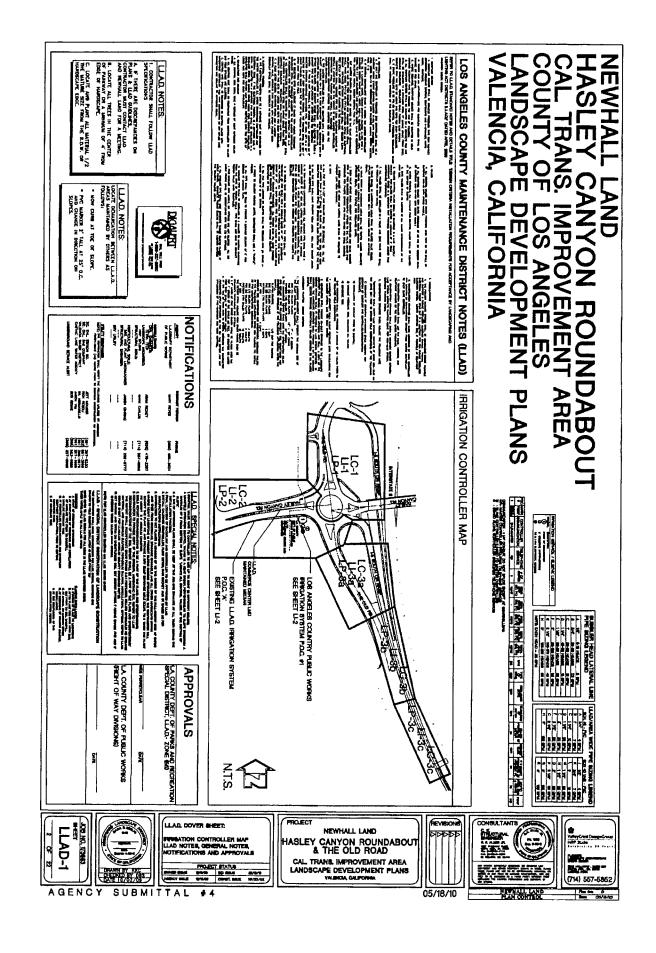


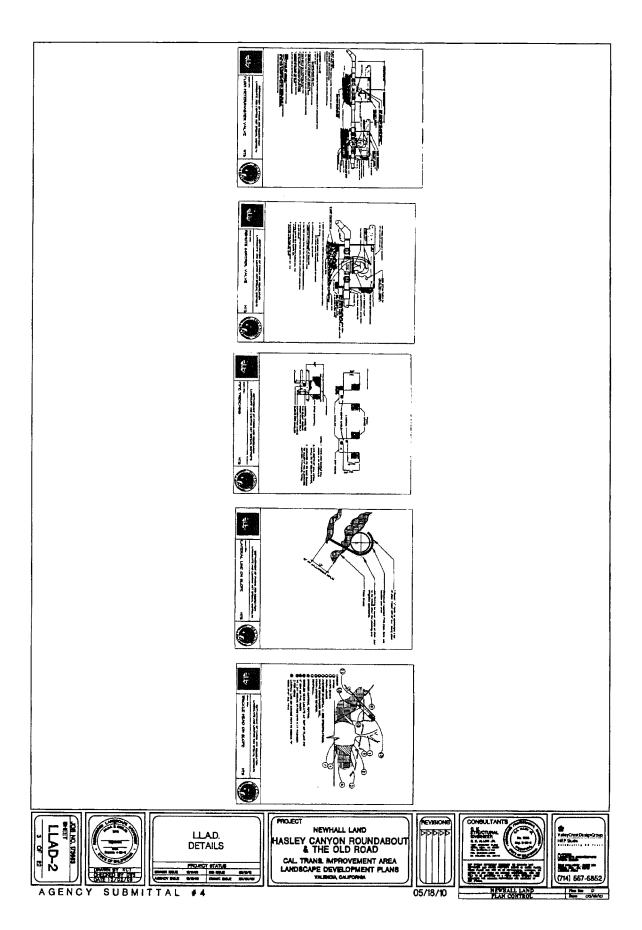


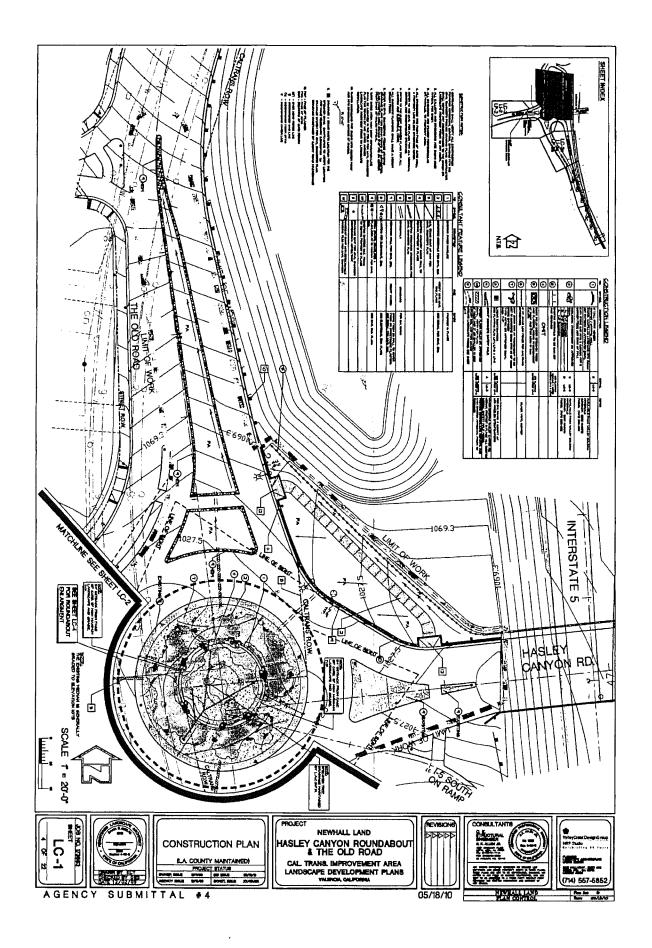


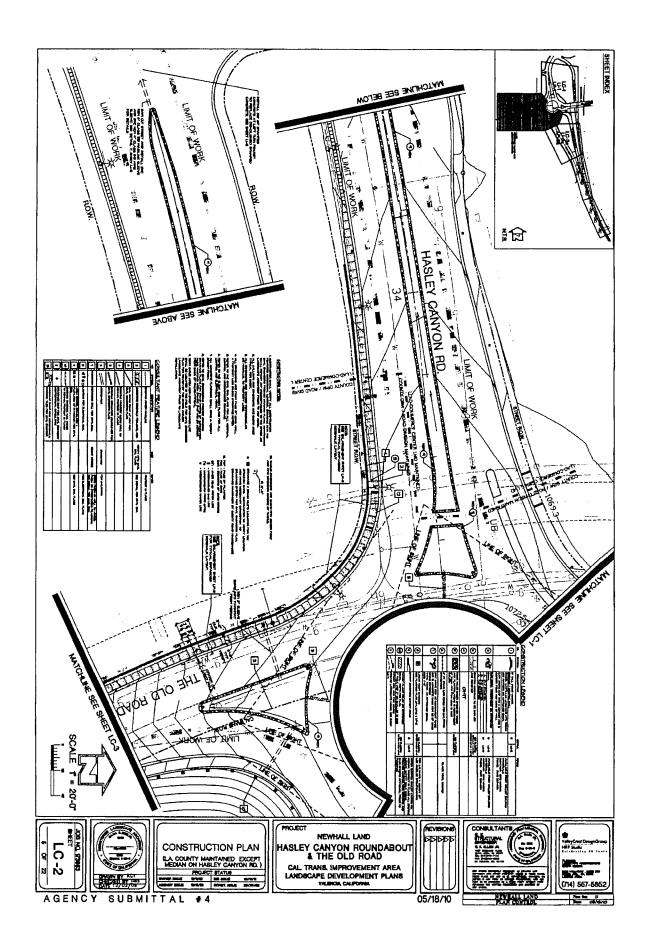


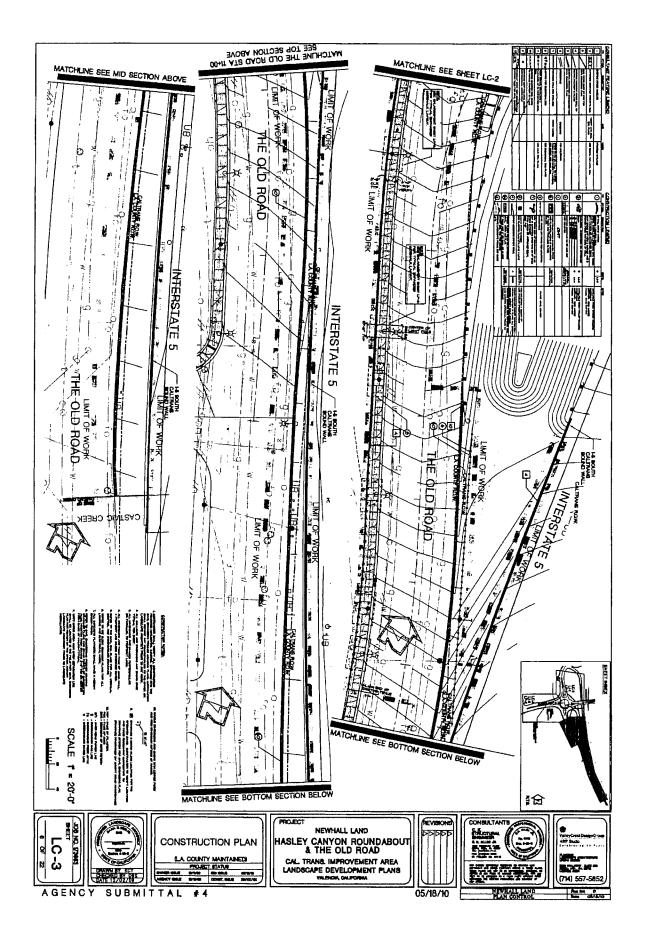


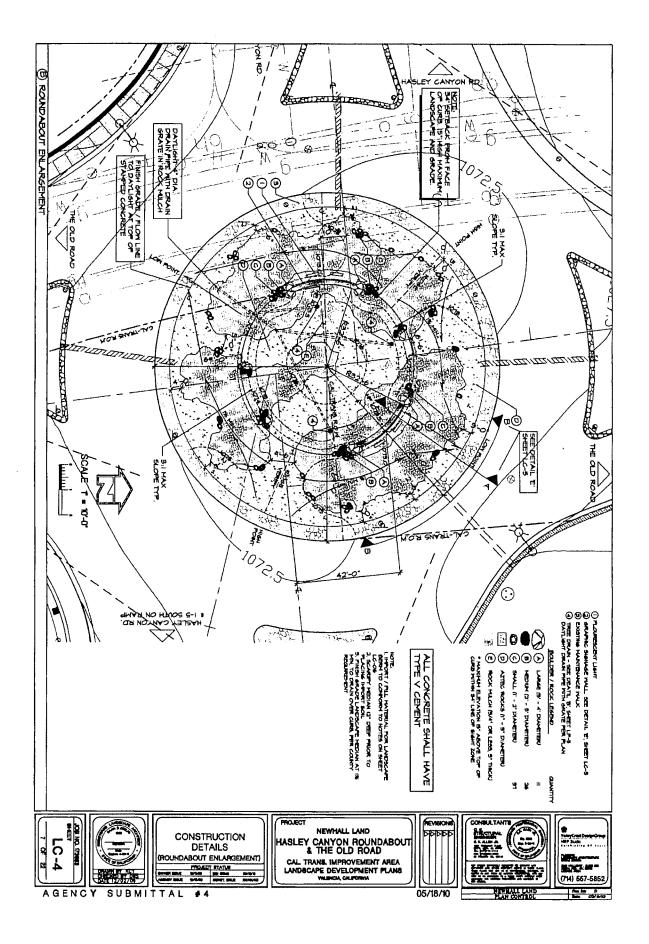


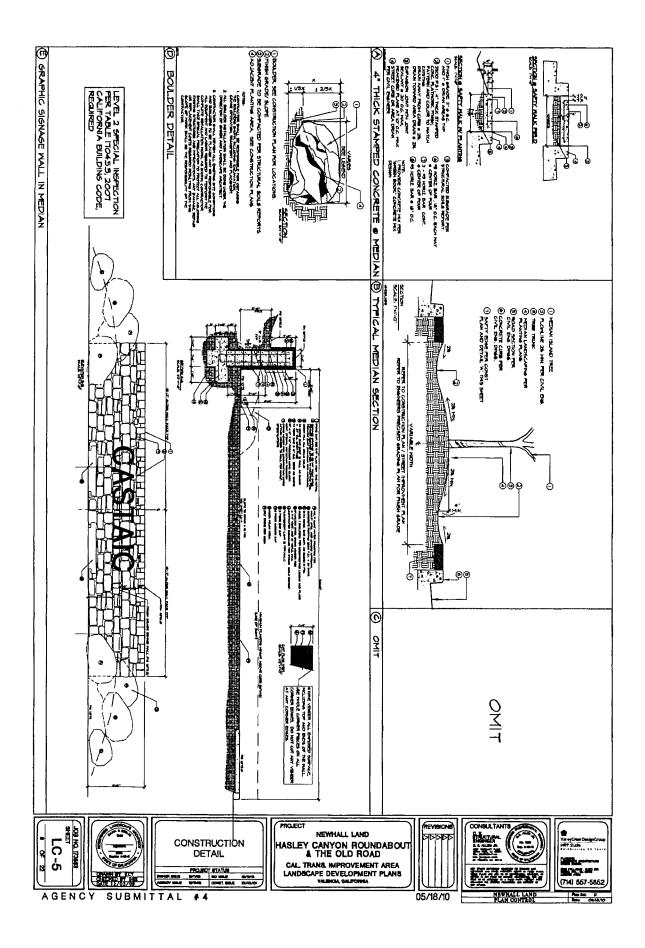












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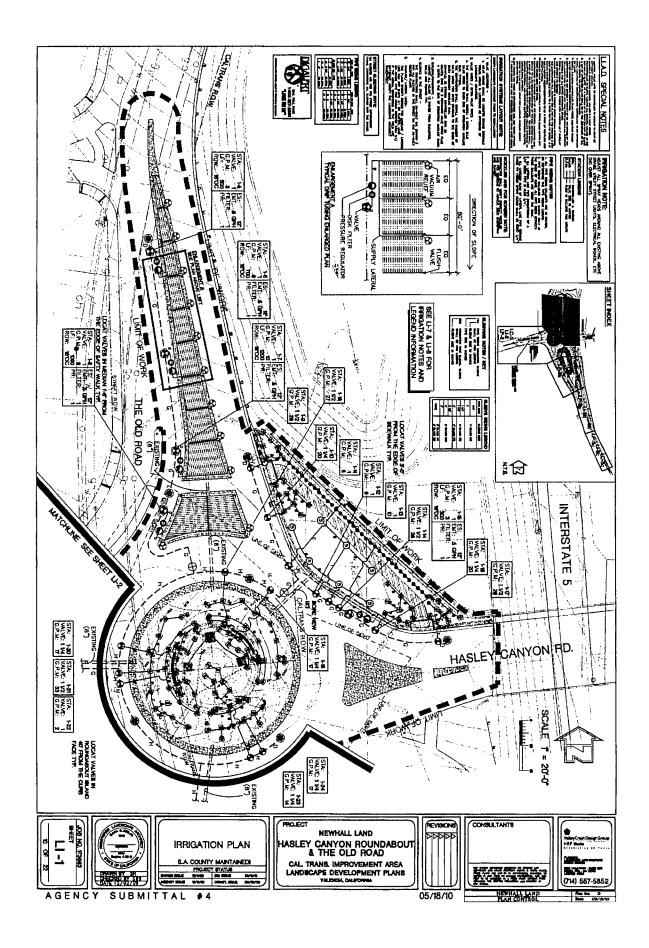


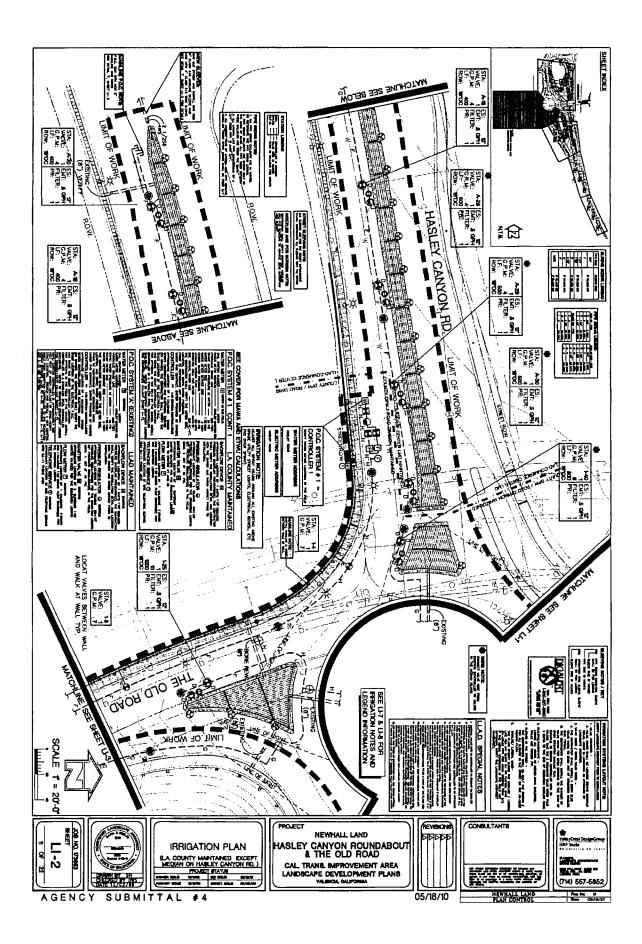


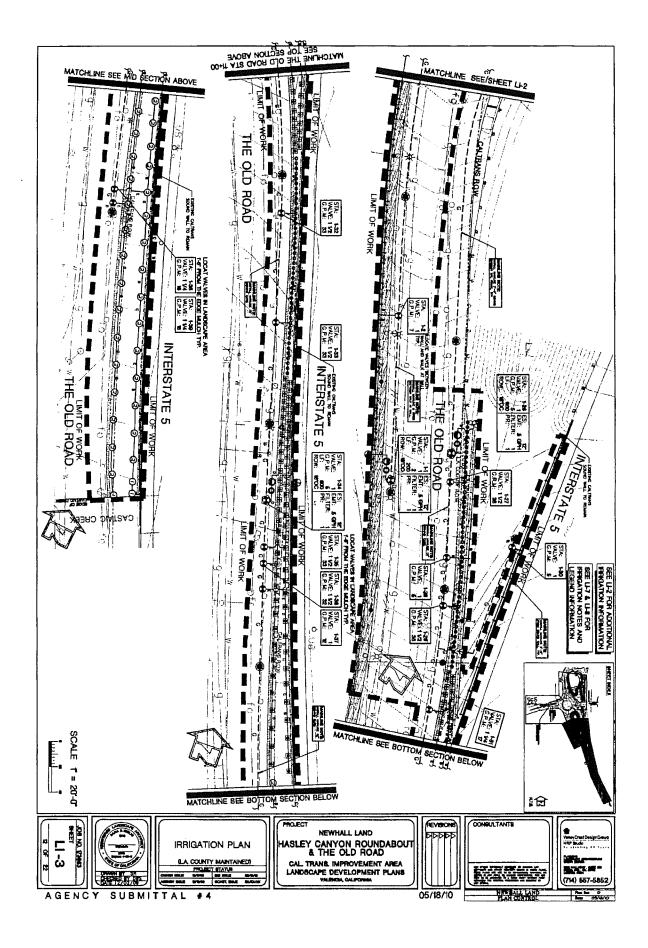


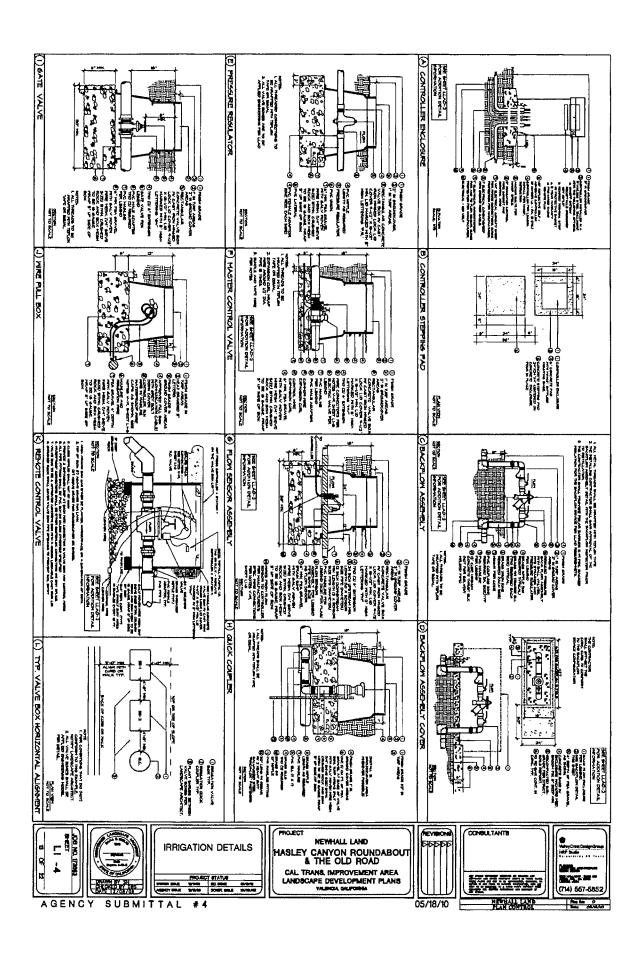


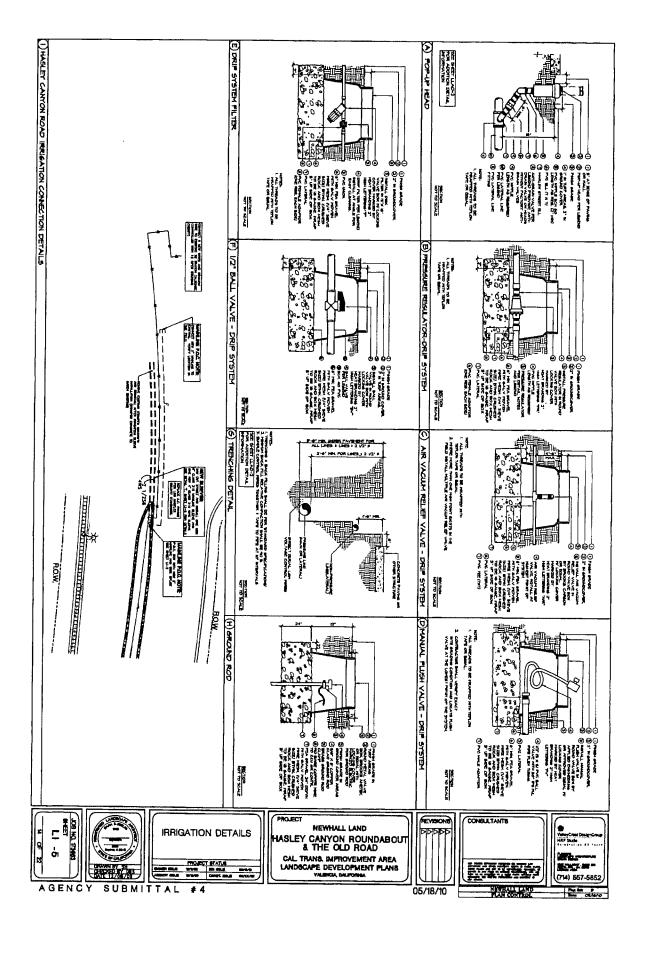


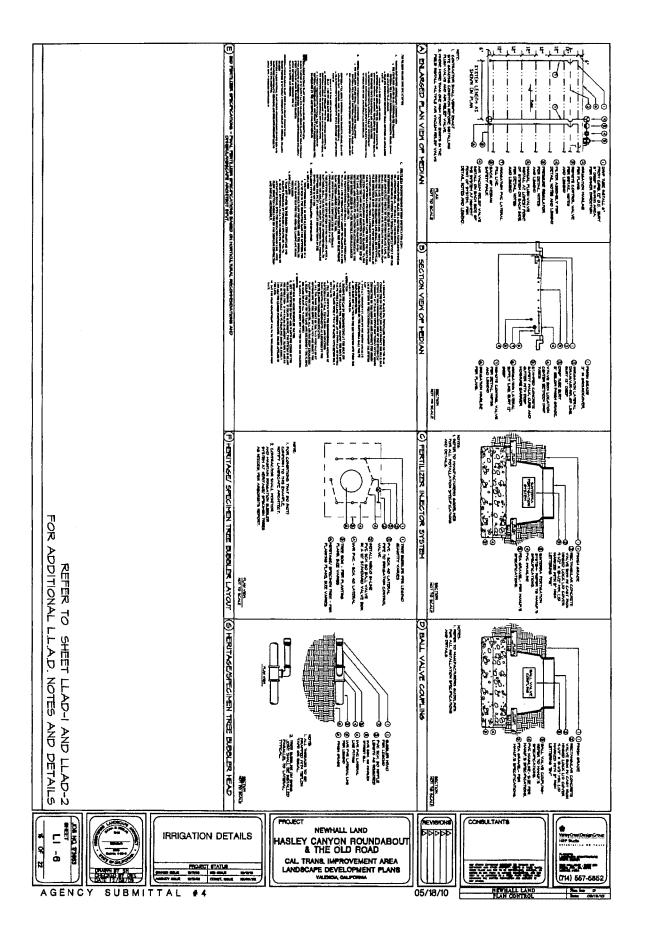


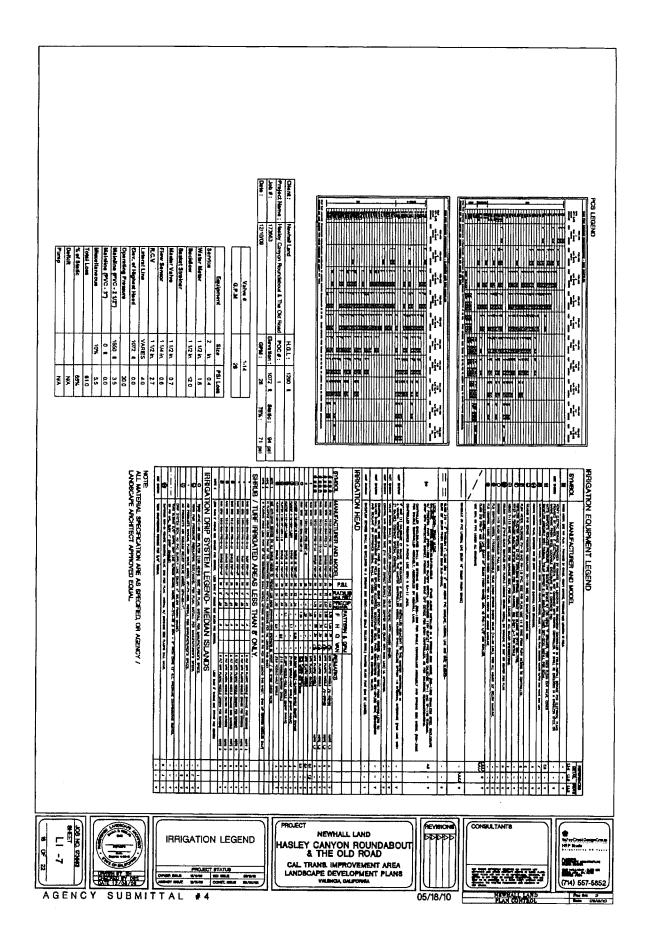


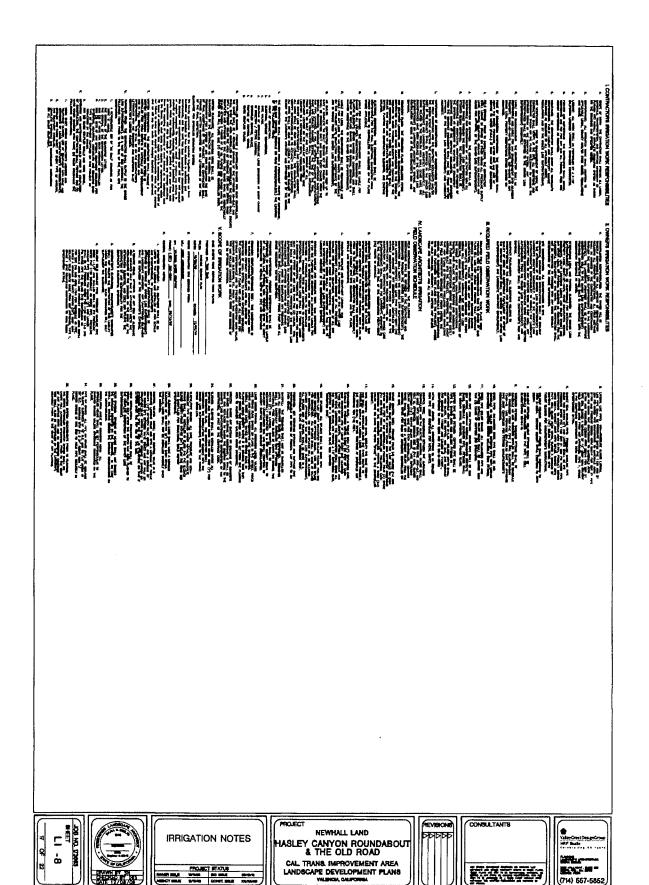






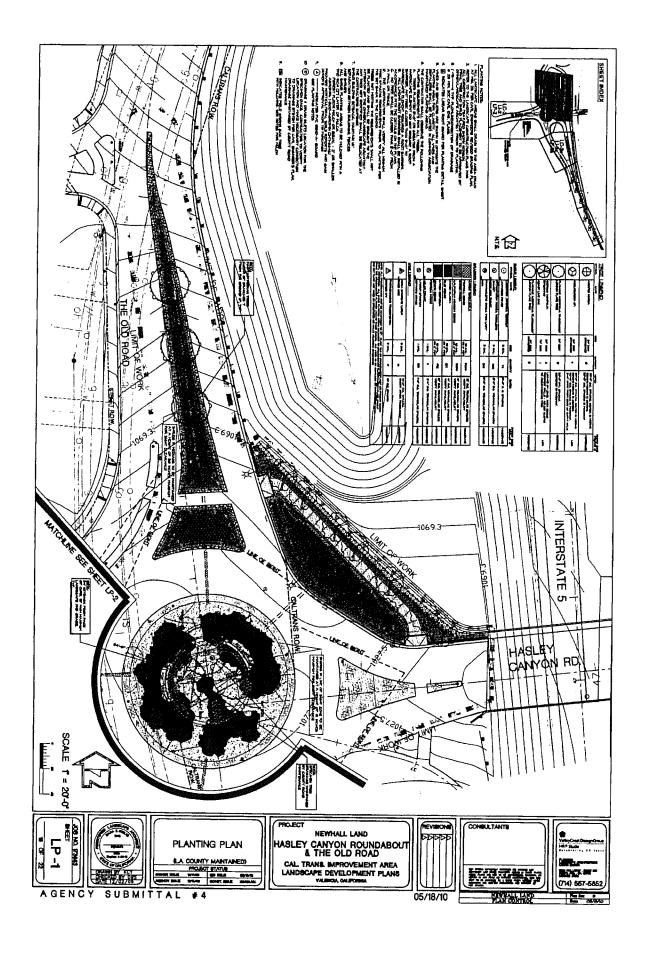


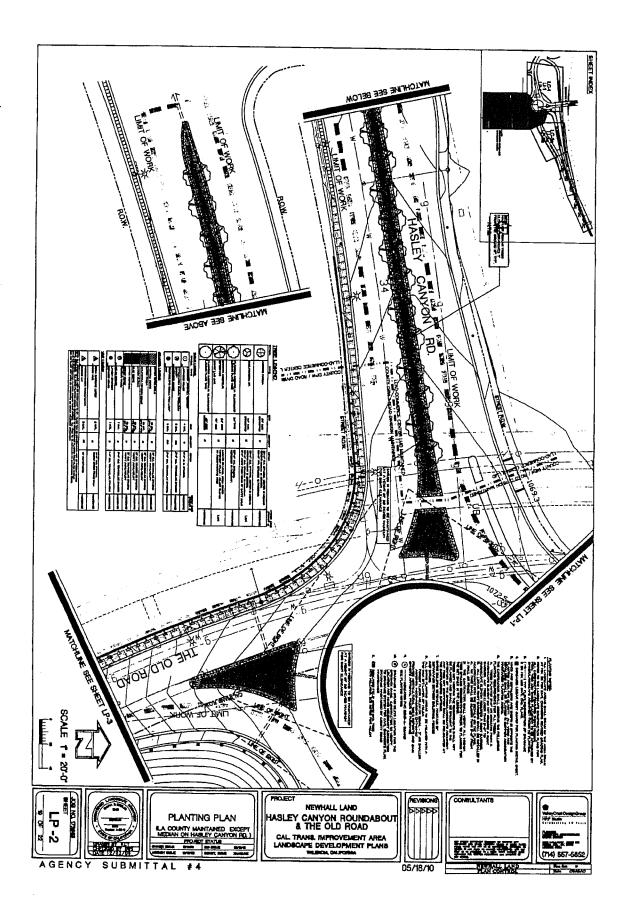


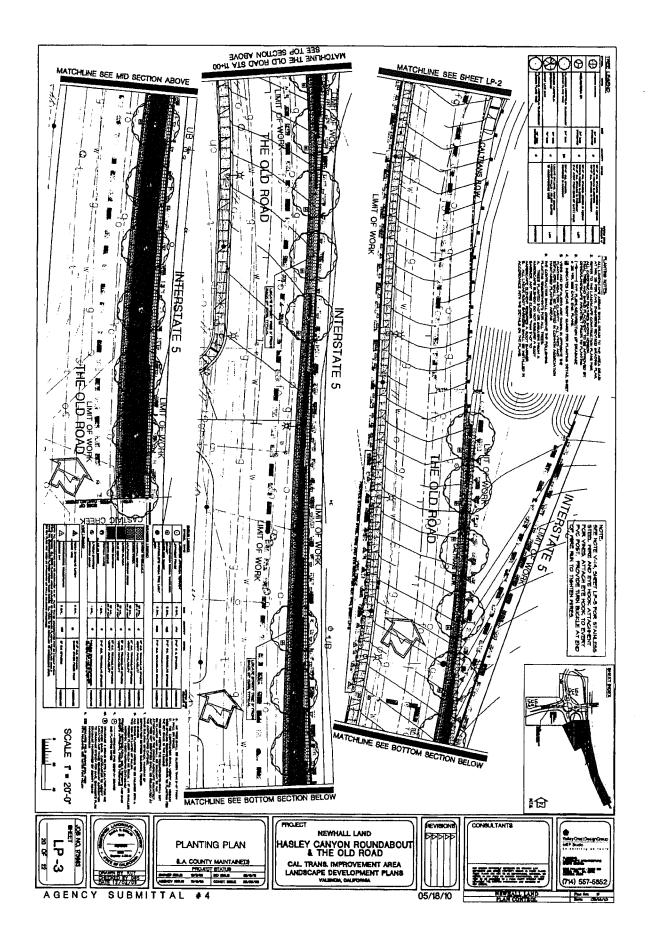


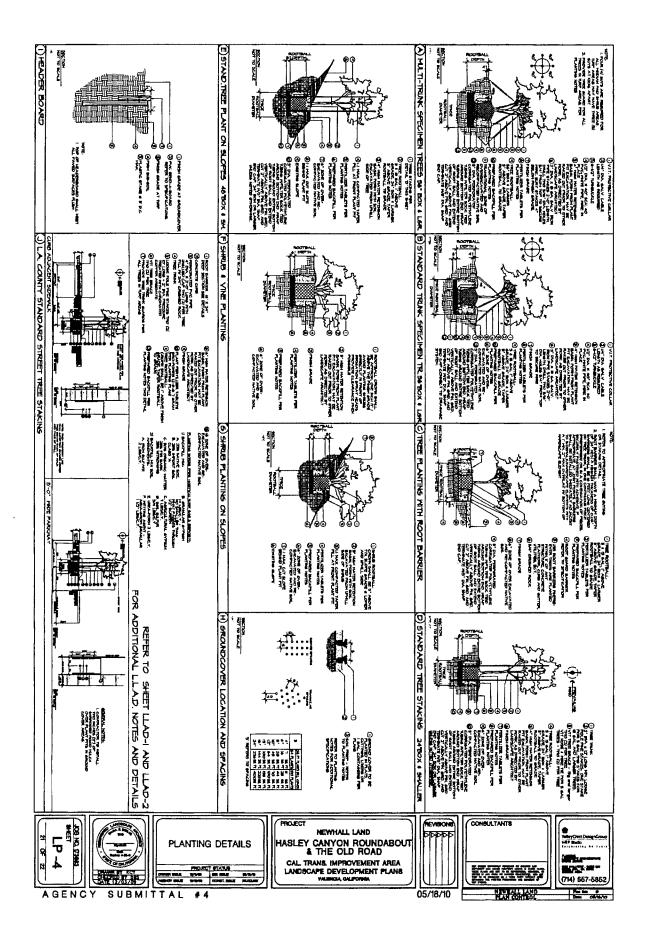
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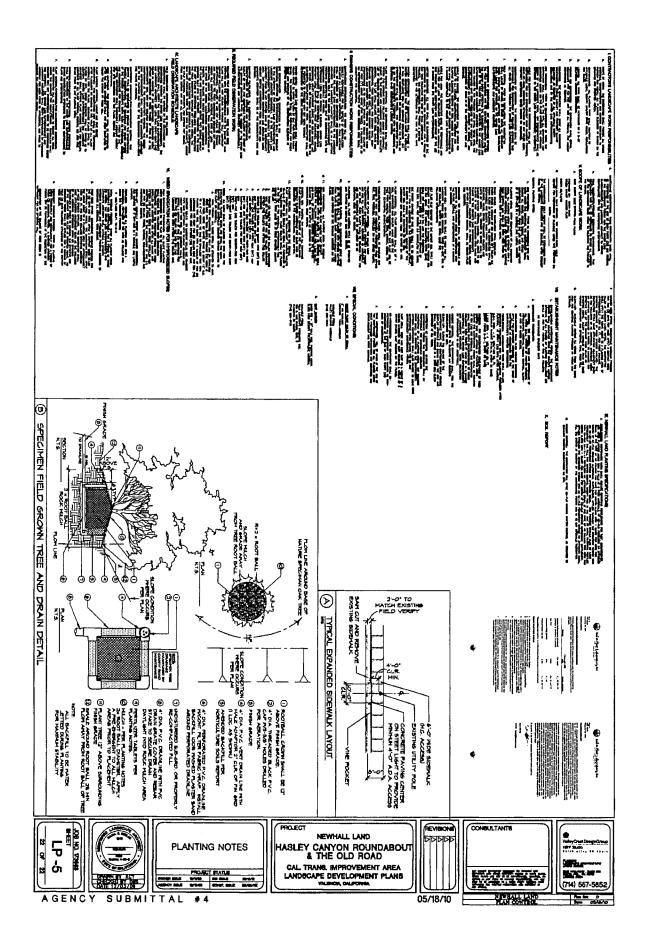
SUBMITTAL













## Proposal for Antelope Valley Landscape Maintenance Services

May 19th, 2016

Bid #2016-PA015



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#### Letter of Transmittal

Contractor:

Stay Green Inc. 26415 Summit Circle Santa Clarita, CA 91350 800-858-5508

**Contact Person:** 

Grant Clack, (Operations Manager) 661-212-0731
GClack@staygreen.com

I, Richard Angelo, the Founder and Executive Chairman of Stay Green Inc. understands the work to be accomplished, and agrees to the full terms and conditions of this request for proposal. I hereby give full permission and consent for Grant Clack to sign any binding documents on my behalf. If you have any question please feel free to contact me with the information provided below.

Richard Angelo

Executive Chairman/Founder

818-968-4443

RAngelo@staygreen.com

Secretary of State Main Website

**Business Programs** 

Notary & Authentications Elections Campaign & Lobbying

#### **Business Entitles (BE)**

#### Online Services

- E-File Statements of Information for
- Corporations Business Search
- Processing Times - Disclosure Search

#### Main Page

Service Options

**Name Availability** 

Forms, Samples & Fees

Statements of Information (annual/blennial reports)

**Filing Tips** 

Information Requests (certificates, copies & status reports)

Service of Process

FAQE

**Contact Information** 

#### Resources

- Business Resources
- Tax Information
- Starting A Business

#### **Customer Alerts**

- Business Identity Theft Misleading Business Solicitations

#### **Business Entity Detail**

Data is updated to the California Business Search on Wednesday and Saturday mornings. Results reflect work processed through Friday, October 30, 2015. Please refer to Processing Times for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity.

**Entity Name:** STAY-GREEN INC. CB740043

**Entity Number:** 

10/15/1974 Status ACTIVE

Jurisdiction: CALIFORNIA

**Entity Address:** 26415 SUMMIT CIRCLE

Entity City, State, Zip: SANTA CLARITA CA 91350 Agent for Service of Process: CHRIS JACOBSEN

Agent Address: 25350 MAGIC MOUNTAIN PKWY, SECOND FLOOR

Agent City, State, Zip: SANTA CLARITA CA 91355

- Indicates the information is not contained in the California Secretary of State's database.
  - . If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code <u>section 2114</u> for information relating to service upon corporations that have surrendered.
  - For information on checking or reserving a name, refer to Name Availability.
  - · For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to Information Requests.
  - For help with searching an entity name, refer to Search Tips.
  - For descriptions of the various fields and status types, refer to Field Descriptions and Status Definitions.

Modify Search New Search Printer Friendly Back to Search Results

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Secretary of State ALEX PADILLA

**Results Detail** 

WARRESTER AND

Last statement filed on: 10/28/2015

	Corporation	
STAY-GREEN INC.		
Number: C0740043	Incorporation Date: 10/15/1974	Staftas: Active
Jurisdiction: CA	Type: Domestic Stock	
	Address	
26415 SUMMIT CIRCLE,		
SANTA CLARUTA, CA 91350		
	Agent For Service Of Process	
CHRIS JACOBSEN		
25350 MAGIC MOUNTAIN PKWY, SECOND FLOOR	R	
SANTA CLARITA, CA 91355		100

Please review the information to determine if you have located the correct corporation. The corporation is not yet doe to file the required statements therefore, the filing must be filed either by mail or at our public counter in Secretaria. Refer to Statements of Information for the forms an Secretarian New Secretarian Secretaria Secretarian Secretaria S

Pag



# State of California Secretary of State

S

Statement of Information

(Domestic Stock and Agricultural Cooperative Corporations)
FEES (Filing and Disclosure): \$25.00.
If this is an amendment, see instructions.

IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

CORPORATE NAME
 STAY-GREEN INC.

F896523

**FILED** 

In the office of the Secretary of State of the State of California

	OCT-28 2015
2. CALIFORNIA CORPORATE NUMBER C0740043	This Space for Filing Use Only
No Change Statement (Not applicable if agent address of record is a P.O. Box address. See ins  If there have been any changes to the information contained in the last Statement of Information of State, or no statement of Information has been previously filed, this form must be com  If there has been no change in any of the information contained in the last Statement of Information of State, check the box and proceed to Item 17.	mation filed with the California Secretary pleted in its entirety.
Complete Addresses for the Following (Do not abbreviate the name of the city, items 4 and 5 ca	innot be P.O. Boxes.)
4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE Santa Clar	STATE ZIP CODE
5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY CITY	STATE ZIP CODE
MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4  CITY  ON THE PROPERTY OF THE PR	STATE ZIP CODE
Names and Complete Addresses of the Following Officers (The corporation must list these officer may be added; however, the preprinted titles on this form must not be altered.)	three officers. A comparable title for the specific
7. CHIEF EXECUTIVE OFFICER ADDRESS Chris Angelo 26415 Summit Circle Santa Cl	arita CA 91350
B. SECRETARY Charlene Angelo 26415 Summit Circle Santa C	bute CA 9/350
9. CHIEF FINANCIAL OFFICER/ ADDRESS CITY	STATE ZIP CODE
Names and Complete Addresses of All Directors, Including Directors Who are Also O director. Attach additional pages, if necessary.)	fficers (The corporation must have at least one
10. NAME / ADDRESS COV.	Clanta STATE ZIP CODE 9/350
11. NAME AÓDRESS CITY	STATE ZIP CODE
12. NAME ADDRESS CITY	STATE ZIP CODE
13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:	
Agent for Service of Process If the agent is an individual, the agent must reside in California and address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must ha certificate pursuant to California Corporations Code section 1505 and Item 15 must be left blank.  14. NAME OF AGENT FOR SERVICE OF PROCESS  Chris Jacobsen	Item 15 must be completed with a California street ive on file with the California Secretary of State a
15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY	STATE ZIP CODE
	-Clarita CA 91355
Type of Business  DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION  LANDSCAPTNG	
17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.  10/28/2015 MAGDALENA VANCE FINANCIAL CONTRO	(11/0,111)
DATE TYPE/PRINT NAME OF PERSON COMPLETING FORM TITLE	SIGNATURE
SI-200 (REV 01/2013)	APPROVED BY SECRETARY OF STATE



#### Experience-

Stay Green Inc. is family owned and operated. Richard and Charlene Angelo started the company back in 1970. While the company's headquarters are located in Santa Clarita Valley, we have offices in San Fernando Valley, South Bay, and Ventura County. Stay Green Inc. has grown over 45 years through referrals, professionalism, and quality. Stay Green Inc. is recognized as a leading provider of high-quality landscape services, having achieved a 95 percent customer retention rate, along with receiving the industry's most prestigious awards. Stay Green Inc. recently received three "Awards of Excellence" awards from the National Association of Landscape Professionals. We remain committed to continued growth, as well as leadership within the industry.

Stay Green Inc. uses an employee organizational chart (see attached) that helps structure every employee's role. The Operations Manager will oversee all employees and the execution of this contract. The Account Manager will be the client's direct person of contact. The Account Manager will also work with the crew leader and team members to complete all proposed work and client requests.

Stay Green Inc. specializes in Landscape Maintenance, Plant Health Care, Design, and Tree Services thereby eliminating the need for subcontracting work. Not only does Stay Green Inc. service commercial businesses, homeowner associations, and large complexes; we also handle many city and county landscaping accounts. Since we are a full service Landscape Company we have the ability to expect and achieve our high standards out in the field.

Roles & Resumes-

Richard Angelo- Founder

Executive Chairman and Founder of Stay Green Inc. since 1970, Rich Angelo has achieved prominence in the landscape maintenance field, and is now the President of the California Landscape Contractors Association. The



#### **Experience Continued-**

many associations he has made throughout the year's offers him and SGI clients, a wealth of resources. Rich Angelo graduated from Pierce College with a AA in Ornamental Horticulture, and is a former member of the Board of Trustees of Cal Poly Pomona. He holds a C-27 contractor license along with Pest Control Advisors and Applicators licenses and is a Certified Arborist.

#### Chris Angelo- President & CEO

Chris Angelo is one of those rare leaders who can effortlessly mold traditional values and a cutting edge approach to his industry. Chris holds a Bachelor of Science degree in business administration from California State University Northridge and was honored by Lawn and Landscape in February 2007 as one of the top 35 leaders in the industry under the age of 35. He was also honored by San Fernando Business Journal in 2012 as one of the top leaders under 40.

### Grant Clack- Operations Manager

Grant has been with Stay Green for over 9 years. He manages 120 employees and monitors all job sites and communicates with the Account Managers and Production Managers to ensure quality performance. His management experience in the Landscape Industry has distinguished him in excellent customer service and attention to detail. In addition he holds a Qualified Applicator License.

### Dave Colburn- Account Manager

Dave will be the Account Manager assigned to the Antelope Valley Landscape Maintenance Service. Dave has decades of experience in the landscape industry and managing large highly visible accounts with the City Of Santa Clarita. Dave and the Antelope Valley contact will work very close on day to day operations and updates. Dave provides consistent updates in the format our client requests. He also has his QAL certification (Qualified Applicators License).



### **Experience Continued-**

Eleazar Gallardo- Production Manager

Eleazar will be the Production manager assigned to the Antelope Valley Landscape Maintenance Service. Eleazar has decades of landscape industry experience specifically in managing crews for large maintenance accounts. Meeting and exceeding client expectations in the field is what drives Eleazar to success. He is a big advocate for safety and training his team to provide the community a great product. Eleazar lives in Los Angeles with his wife and two sons.



#### C. Work Plan & Equipment

Listed below are the individuals, phone numbers and email addresses, who are authorized to make commitments in relationship to this work.

The project will be led by our Operations Manager Grant Clack, (661-212-0731) (gclack@staygreen.com). Grant has been with Stay Green for over 9 years. He manages 120 employees and monitors all job sites and communicates with the Account Managers and Production Managers to ensure quality performance. His management experience in the Landscape Industry has distinguished him in excellent customer service and attention to detail. In addition he holds a Qualified Applicator License. Grant lives in Santa Clarita with his wife and 3 children.

Dave Colburn, (661-673-6100), (dcolburn@staygreen.com) will be the Account Manager assigned to the Antelope Valley Landscape Maintenance Services. Dave has decades of experience in the landscape industry and managing large highly visible accounts with the City Of Santa Clarita. Dave and the Antelope Valley contact will work very close on day to day operations and updates. Dave provides consistent updates in the format our client requests. He also has his QAL certification (Qualified Applicators License). Dave lives in Santa Clarita.

Eleazar Gallardo, (661-510-9485), (egallardo@staygreen.com) will be the Production Manager assigned to the Antelope Valley Landscape Maintenance Services. Eleazar has decades of landscape industry experience specifically in managing crews for large maintenance accounts. Meeting and exceeding client expectations in the field is what drives Eleazar to success. He is a big advocate for safety and training his team to provide the community a great product. Eleazar lives in Los Angeles with his wife and two sons.

The field team is made up of highly qualified landscapers. Stay Green has numerous 10, 15 and even 20+ year team members, which will be a part of this project if awarded. Everyone is highly trained in their area of expertise. Yearly, everyone participates in a training day as a refresher before the growing season. All team members look out for one another to make sure they are working in a safe work environment. When our team is working throughout an account similar to Antelope Valley, we feel a part of the community.



#### C. Work Plan Continued-

Our assigned staff will report to the project 5 days a week M-F. The crews are organized by their manager who provide direction, communication, training, and assistance on a schedule, as well as, on as needed basis. The crew is setup to perform the work as productively and efficiently as possible. The work will be performed in a cyclical manner to allow for organized flow throughout the project. Each section broken in the service area will be inspected and tasks completed per the scope of work.

Stay Green's direct office line is available for assistance 5 days a week M-F 7:00 am – 5:00 pm at 800-858-5508. Our after-hours emergency line, (800-858-5508), is available 24 hours a day. A customer service representative will be assigned to this account to assist with work order requests. This partnership will expedite the completion of issues and follow up communication.

We use top of the line equipment that is rotated out based on manufacturer's recommendation. The equipment assists our team in providing our client a great product. Stay Green Inc. is equipped with additional equipment not dedicated to the job, but available in a moment's notice. Delays in accomplishing work will not be an issue. Stay Green Inc. is staffed with an organizational chart catered to the client's needs. If a backup is needed, we are equipped to step in and handle the additional need for management. Our enhancement department is equipped to handle work outside of the scope of maintenance. This helps many of our customers resolve issues outside of the standard scope of work.

All staff are trained to use all equipment and tools assigned to them. Stay Green Inc. lives by best practices that are practiced daily. They are specially used to train staff members on maintenance tasks (routine and non-routine). Other examples of best practices are pruning techniques, training your staff, and safety. Managers evaluate the job sites and walk with the crew leader to make a plan daily.



#### Equipment-

Equipment that will be used will be as follows-

- 1-Ford truck with trailer (Parks Crew/ Median Crew)
- 1-Irrigation Trucks or Transit Vans
- 2- Stihl blowers
- 1- Stihl large trimmers
- 1- Stihl small trimmers
- 1- Stihl weed eaters
- 1-16" Stihl chain saw



#### Quality Assurance Program-

The quality inspection program was developed by Stay Green, Inc. and adopted 25 years ago. This program was developed for the following reasons.

- To keep the highest landscape quality on our properties
- Recognition for the workforce
- Competition
- Development

When inspecting our properties the method used is Site Inspections by the Account Manager and the Operations Manager. We also have quarterly Corporate quality inspections and the Crew Leader has capability of taking pictures on their cell phones.

Our Frequency of monitoring is daily.

Attached are Sample Forms used for Quality Inspection and Issues added to our Boss computer system.

Monitoring Functions are performed by Account Managers & Operations Managers.

Documentation methods are the Quality Inspection Form & our Boss Issue's system which is a daily & weekly report where we update resolutions of issues by email. This is a daily communication by Account Manager who will update the resolution and the customer is updated with the results.

When inspecting our properties we look for the best horticultural practices. We focus on the following items:

- · No weeds
- Beautiful Color Beds
- Green grass
- No dead plants

These four focal areas keep our properties looking great and also have the opportunity to get recognition within the landscape industry for quality control.

We also recognize our workforce by an incentive program created by Stay Green. This program incentivizes the top properties quarterly in our maintenance division. We then hold s quarterly BBQ where, at that time, awards and incentives are given to the responsible parties of the top properties.





### Professional Site Walk

# Sample

Date:	
Job Name:	
WATER MANAGEMENT (	
Leaking valve, Any improper repairs, Any sloppy clean-up of repair	
Valve box damage, Hot spots, Wet spots	
Notes:	
TURF	
Colors slightly off needs fertilizer, Mowing detail	
Weeds in turf, , Bare areas, Clippings visible, Stress visible	
viotes:	
TREES	
Pruning not up to date, Suckers, Tree wells, Low hangers	
Training not up to date, outliers, free wens, Low mangers	
Notes:	5 E V
STAKES & TIES	
Nursery stakes present, Nursery tape or tags present	
Trees that don't need stakes, Girdling ties, Broken stakes	
Any wounding to trunks or branches from stakes or ties, Weeds in tree wells	
	Sec.
Notes:	



Unhealthy plants, Plants not uniform, Improper pruning techniques	
Missing plants, Weeds	
votes:	
FLOWERS/ COLOR	
Missing plants, Insect damage, Disease	
Nursery tabs, Weeds in bed, Wrong color plants, Poor colored plants	
Notes:	
Notes:	
OVER ALL CLEANLINESS AND LOOK	
	194-1 - C. W 1942
lotes:	

# Sample



#### **Subcontractors**

No Subcontractors will be used on this project. No additional forms are needed.



# State Of California CONTRACTORS STATE LICENSE BOARD ACTIVE LICENSE



346620

- CORP

STAY - GREEN INC

C27 C61/D49

12/31/2016 www.cslb.ca.gov





DEPARTMENT OF PESTICIDE REGULATION LICENSING/CERTIFICATION PROGRAM

QAL

QUALIFIED APPLICATOR LICENSE

License #: 98568
Categories BCDi
RICHARD L ANGELO
28415 SUMMIT CIR
SANTA CLARITA CA 91350



12/31/2016



This Lieures stant he always to say representative of the Circuits of Colombinster uses several



# DEPARTMENT OF PESTICIDE REGULATION LICENSING/CERTIFICATION PROGRAM

PCA



AGRICULTURAL PEST CONTROL ADVISER LICENSE

License #: 73173 Categories ABDE RICHARD L ANGELO 28415 SUMMIT CIR SANTA CLARITA CA 91350 EXPIRES: 12/31/2016 ISSUED: 01/01/2015



This License must be should be not consequentation of the Cleanant At Commentered speciment



#### CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION

1001 I STREET SACRAMENTO, CALFORNIA 95814

ISSUED: EXPIRES:

January 01, 2016

December 31, 2017

Pest Control Business - Branch LICENSE

LICENSE NO. 39082

Invalid if insurance and/or qualified person(s) lapse before expiration date.

Mailing Address

STAY GREEN, INCORPORATED 26415 SUMMIT CIR SANTA CLARITA, CA 91350 **Business Location** 

STAY GREEN, INCORPORATED 26935 FURNIVAL AVE CANYON COUNTRY, CA 91351

POST THIS LICENSE PROMINENTLY IN PUBLIC VIEW

THIS LICENSE IS NOT TRANSFERABLE – ANY CHANGE IN OWNERSHIP REQUIRES A NEW LICENSE



### CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION

1001 I STREET SACRAMENTO, CALFORNIA 95814

ISSUED:

January 01, 2016

**EXPIRES:** 

December 31, 2017

Pest Control Business - Main

LICENSE LICENSE NO. 30475

Invalid if insurance and/or qualified person(a) lapse before expiration date.

Mailing Address

STAY GREEN, INCORPORATED 26415 SUMMIT CIR SANTA CLARITA, CA 91350 **Business Location** 

STAY GREEN, INCORPORATED 26415 SUMMIT CIR SANTA CLARITA, CA 91350

POST THIS LICENSE PROMINENTLY IN PUBLIC VIEW
THIS LICENSE IS NOT TRANSFERABLE – ANY CHANGE IN OWNERSHIP REQUIRES A NEW LICENSE

# ANTELOPE VALLEY LANDSCAPE MAINTENANCE SERVICES (2016-PA015)

# PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION

	Stay Green Inc	
	oposer's Name	
Addre	26415 Summit Circle, Santa Clarita CA 91350	
	If awarded the contract: Proposer will comply with the insurance coverage provisi Exhibit B, Section 5, Indemnification and Insurance Requirements, of this Request fo Proposer will procure, maintain, and provide the County with proof of Insurance coverage amounts and types specified in Exhibit B, Section 5, throughout the entire term of the prwithout interruption or break in coverage.	r Proposals, and
	If you check this box, your proposal will be determined nonresponsive and your disqualified. Proposer will not comply with the insurance coverage provisions set for Section 5, Indemnification and Insurance Requirements, of this Request for Proposals, a not procure, maintain, and provide the County with proof of insurance coverage in the count types specified in Exhibit B, Section 5, throughout the entire term of the proposed of interruption or break in coverage.	rth in Exhibit B, and Proposer <u>will</u>
Sigr	Signature of Proposer:	-

# VERIFICATION OF PROPOSAL THE LINDERSIGNED HEREBY DECLARES

1. This Declaration is given in	support of a Pro	nosal for a Cor			ED HEREBY D			
his/her judgment shall be final	esponsive statei	ments in conne	ction with this p	roposal are	made, the Proposal ma	ay be rejed	acknowledges sted at the Dire	s that it any talse, misleading ector's sole judgment and
2. Name of Service: Land	Iscape M	intenance	ce					
			DECLAR	ANT INFOR	MATION			
3. Name Of dedarant:	y breen	Inc			52			
4. I Am duly vested with the au						ant Cl	ack	
5. My Title, Capacity, Or Relati	ionship to the Pr	oposer(s) is: 🛭	peration	s Man	ager			
			PROPOS	ER INFOR	MATION			
6. Proposer's full legal name:	Stay Gre	en Inc.				Telepho	one No.: <i>(66</i>	1) 291-2800
Physical Address (NO P.O.	BOX): 26415	Summit	Circle San	ta Clarit	. CA 91350	Mobile	No.:	
e-mail: GClack @Sta	green. Co.					Fax No	(811)31	1-8437
County WebVen No.: 174	32101	IRS N	10.: 93-06	63081				10:1983726-0001-2
7. Proposer's fictitious busines	ss name(s) or di	oa(s) (if any):						
County(s) of Registration:				State:		Year(s)	became DB	A:
8. The Proposer's form of bus	iness entity is (C	HECK ONLY	ONE):					
Sole proprietor	Name of Pro							
A corporation:	Corporation's	s principal plac	e of business:	Santa	Clarita			
	State of inco	rporation: Co	lifornia				Year incorp	oraled: 1974
Non-profit corporatio with the CA Attorney	n certified under General's Regis	IRS 501(c) 3 attry of Charitable	and registered le Trusts	President Secretary		188		
A general partnersh	ip:		Names of pa	-				
A limited partnership	):	25	Name of ger		r.			
A joint venture of:			Names of join					
A limited liability con	npany:		Name of ma			-		
9. The only persons or firms inte		posal as princi						
Name(s) Richard Angelo			MERCHANNE!		Phone ((4(4))791-	2000		F=(877)317-8437
Street 26415 Summit	Circle	City Sant	a Clarita	June Julius	Phone (661)291-2800			To 91350
Name(s) Chris Angela	, p		ent/CEO	-	Phone (661) 291-2800			Fax (877)317-8437
Street 26415 Summit Co	inle.		a Clarita		State (Alifornia			Zp 91350
10. Is your firm wholly or majority If yes, name of parent firm:  State of incorporation/registration	y owned by, or a	200.000		(h)	es			(1330
11. Has your firm done business Name(s): Name(s):	under any other	name(s) withi	n the last five ye	ears? (No	Yes If yes Year of nam Year of nam	e change:	st the other na	ame(s):
12. Is your firm involved in any p If yes, indicate the associated co	ending acquisition	on or merger?	<b>(10)</b>	Yes				
<ol> <li>Proposer acknowledges that ay be rejected. The evaluation</li> <li>I am making these representationand belief.</li> </ol>	and determinati	on in this area :	shall be at the D	Director's sol	e judgment and the Dir	ector's jud	gment shall b	e final.
I declare under penalty of perjury	under the laws	of California 19	the above info	ormation is tr	ue and correct.			
Signature of Proposer or Authoriz		40 %a	of				Date: 5/11/	16
Type name and title: Grant	Clack,	Operati	ans Man	ager	20			

#### **SCHEDULE OF PRICES**

#### FOR

#### **ANTELOPE VALLEY LANDSCAPE MAINTENANCE SERVICES (2016-PA015)**

In accordance with these Specifications, the undersigned Proposer is herewith submitting the following prices for the performance of the work as described in these Specifications. The Proposer shall furnish all labor, supervision, equipment, materials, transportation, taxes, equipment, and supplies except those specified to be furnished by the County. Tasks shall be performed with nothing but the highest of standards at no less than the minimum hours set forth below. For As-Needed Additional Items Requiring Departmental Approval, it is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices (cost per frequency) quoted, if any, will apply to the actual quantities, whatever they may be. The words "frequency" and "unit" are to be used interchangeably.

# A. RIDGE ROUTE AND PICO CANYON MEDIANS, OCOTILLO SCHOOL PARKWAY, HASLEY CANYON ROUNDABOUT, MEDIAN AND THE OLD ROAD MEDIAN AND PARKWAY

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
			Proposed Hours Per Frequency	X Frequency Annual Cost	X Cost = Per Hour	
1.	All Site Inspection and Reporting per Requirements					
	a. Inspection	0.5	1	52	s_Z9	\$ 1508
	b. Reporting	0.5	5	12	\$ 29	\$ 17 <u>4</u>
2.	All Management and Supervision	0.25	. 25	52	\$ 29	s 377
3.	Weed Removal					
	a. Walks, Beds, Planters, and Groundcover Hardscape	0.5	2	52	s 29	s 3016

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
			Proposed Hours Per Frequency	X Frequency Annual Cost	X Cost = Per Hour	
	b. Bare Areas	0.5	2	52	\$ 29	\$ 3016
4.	Litter Control	0.5		52	\$ 29	\$ 1508
5.	Clearance Pruning/Hedge Trimming					
	a. Shrub Safety Clearance/ Shrub Pruning	0.25		52	s_29_	s_754
	b. Hedge Shaping /Trimming	0.25		52	\$ 29	\$ 150°B
	c. Groundcover Thinning		_2	1	s <u>29</u>	\$ 58
6.	Sweeping – Hard Surfaces, Walks, and Steps	1		24	\$ 29	\$ 696
7.	Rodent Control	0.25	. 25	52	\$ 29	s 377
8.	Turf and Plant Fertilization	0.5		52	s_29	s 1508

Page 2 of 10

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
			Proposed Hours Per Frequency	X Frequency Annual Cost	X Cost = Per Hour	
9.	Irrigation/Watering – Manual  a. Valve Box Integrity – replace covers, check for safety and security, more often if necessary	0.5	.5	12	\$ <u>29</u>	\$ <u>174</u>
	b. Inspect, Operate, Control, and Make Adjustments, more often if necessary	0.5	5	24	<u>\$ 29</u>	\$ <u>348</u>
	L SUBTOTAL – RIDG Y/OLD ROAD	E ROUTE, PIG	D, OGOTILLO, A	MD	\$ 15,0	)22

# B. DRAINAGE BASIN ASSESSMENT AREAS (DBAAs)

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	GOST PER HOUR	ANNUAL COST
			Proposed Hours Per Frequency	X Frequency Annual Cost	X Cost = Per Hour	
1.	All Site Inspection and Reporting per Requirements					
	a. Inspection	0.5		52	\$ 29	\$ 1508
	b. Reporting	0.5		12	\$ 29	<u>\$ 348</u>
	All Management and Supervision	0.25	<u> </u>	52	<u>\$ 29</u>	\$ 1508

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
			Proposed Hours Per Frequency	X Frequency Annual Cost	X Cost = Per Hour	Maria Maria
3.	Weed Removal					
	a. Walks, Beds, Planters, and Groundcover Hardscape	0.5	2	52	\$ 29	\$ 3014
	b. Bare Areas	0.5	_2_	52	\$ 29	\$ 3016
	c. Undeveloped Areas	0.5		52	\$ 29	\$ 3014
4.	Litter Control		_ 2	52	\$ 29	s 3016
)	Clearance Pruning/Hedge Trimming					
	a. Shrub Safety Clearance/ Shrub Pruning	0.25	12	6	s 29	\$ 17H
	b. Hedge Shaping /Trimming	0.25		6	\$ 29	s 174
	b. Groundcover Thinning	1		24	\$ 29_	<u>\$ 1392</u>
3.	Sweeping – Hard Surfaces, Walks, and Steps	1		24	s_29	\$ 696

Page 4 of 10

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
			Proposed Hours Per Frequency	X Frequency Annual Cost	X Cost = Per Hour	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
7.	Rodent Control	0.25	_1	26	\$ 29	<u>\$ 754 -</u>
8.	Turf and Plant Fertilization	0.5		2	\$ 29	\$ 58
9.	Irrigation/Watering – Manual  a. Valve Box Integrity – replace covers, check for safety and security, more often if necessary	0.5		12	\$ <u>29</u>	s <u>348</u>
)	b. Inspect, Operate, Control, and Make Adjustments, more often if necessary	0.5	_1	24	\$ 29	<u>\$ 6960</u>
NNUA	L SUBTOTAL DBAA	ls			\$ 19,7	20 **

C. MD5 OFFICE AND RD556- CASTIAC YARD

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
			Proposed Hours Per Frequency	X Frequency Annual Cost	X Cost = Per Hour	
1.	All Site Inspection and Reporting per Requirements					
	a. Inspection	0.5	5	52	\$ 29 \$ 29	\$ 754 \$ 696
	b. Reporting	0.5		12	\$ 29	s 696.

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
			Proposed Hours Per Frequency	X Frequency Annual Cost	X Cost = Per Hour	
2.	All Management and Supervision	0.5	5	52	\$_29	<u>\$ 754</u>
3.	Weed Removal  a. Walks, Beds, Planters, and Groundcover Hardscape	0.5	.5	52	s_ <u>29</u>	<u>\$ 754</u>
	b. Bare Areas	0.5	5	52	\$ 29	<u>\$ 754</u>
4.	Litter Control		5_	52	<u>\$ 29</u>	s 754
).	Raking  a. Turf Under Trees  b. Planter Beds and Planters	0.5	.5 .5	<u>52</u>	\$ <u>29</u> \$ <u>29</u>	\$754 \$754
6.	Clearance Pruning/Hedge Trimming					
	a. Shrub Safety Clearance/ Shrub Pruning		-17	24	\$ 29	\$ 696
	b. Hedge Shaping /Trimming	0.5	.5	26	\$ 29	<u>\$ 377</u>
	c. Groundcover Thinning	1		24	\$ 29	s 696

JTEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
			Proposed Hours Per Frequency	X Frequency Annual Cost	X Cost = Per Hour	
7.	Sweeping – Hard Surfaces, Walks, and Steps	0.5	.5	24	<u>\$ 29</u>	\$ 348
8.	Rodent Control	0.5	5_	52	\$ 29	<u>\$ 754</u>
9.	Turf and Plant Fertilization	1		2	<u>\$ 29</u>	\$ 58
10.	Irrigation/Watering – Manual  a. Valve Box Integrity – replace covers, check for safety and security, more often if necessary	0.5	5	12	<u>\$ 29</u>	\$ <u>174</u>
	b. Inspect, Operate, Control, and Make Adjustments, more often if necessary	0.5	.5	24	<u>\$ 29</u>	<u>\$_348</u>
ANNUA	L SUBTOTAL - MD5	OFFICE AND	RD556- GASTI	AC YARD	\$ 9425	

### D. AS NEEDED ADDITIONAL ITEMS REQUIRING DEPARTMENT APPROVAL

1.			No. of Units		
1.			Annual Cost	X Cost Per	Unit =
	a. Turf – detailing general turf areas with systemic herbicides  b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas,	As Needed	As Needed	<sub>\$</sub> 55	\$NA
1	Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds – with systematic herbicides	As Needed	As Needed	\$ 55	\$ <u>NA</u>
2.	Irrigation/Watering Manual				
	a. Repair, Replace, Relocate Sprinkler Heads, Repair Lines, more often if necessary	As Needed	As Needed	s_ <u>Leo</u>	\$ <u>NA</u>
	b. Manual Watering of Turf and Shrubs, more often if necessary	As Needed	30 days if automatic system fails	\$ <u>40</u>	\$ <u>NA</u>
3.	Graffiti Removal	As Needed	As Needed	s_le0_	\$NA
1.	Remove Dead Trees	<u>Each</u>	3	\$ 275	\$ 825
5. F	Plant Replacement				
i	a. 1-gallon size plant material and installation	<u>Each</u>	6	\$ 12	\$ 72
	b. 5-gallon size plant material and installation	<u>Each</u>	_1_	\$ 30	<u>\$ 30</u>
	c. 15-gallon tree, including material and installation	Each		\$ 110	\$ 220
	d. 24-inch box size tree, including naterial and installation	<u>Each</u>	_1_	s <u>425</u>	: 425

ITEM	ITEM DESCRIPTION	UNIT	NO, OF UNITS	COST PER UNIT	ANNUAL COST
)			No. of Units Annual Cost	X Cost Per	Unit =
6.	Cost for manual operation of irrigation system past the required 30-day period	<u>Houriy</u>	10	\$ <u>55</u>	<u>\$ 550</u>
7.	Cost for irrigation system repairs, 4-hour minimum for emergency call out repairs	Hourly	8	\$ 67.50	<u>\$ 540</u>
8.	Flat rate for emergency call back to shut off water/turn of irrigation system	<u>Hourly</u>	8	\$ 6750	<u>\$ 540</u>
ASSESSMENT OF THE PARTY OF THE	UAL SUBTOTOAL AS NEEDED A EMS REQUIRING DEPARTMENT AI	Manager Street, Name and Publishers	\$_	3,202	

WORK LOCATION	ANNUAL SUBTOTAL
RIDGE ROUTE AND PICO CANYON MEDIANS	\$ 15,022
DBAAs	\$ 19,720
MD5 OFFICE AND RD556- CASTIAC YARD	\$ 9,425
AS NEEDED ADDITIONAL ITEMS REQUIRING DEPARTMENT APPROVAL	\$ 3,707
PROPOSED ANNUAL GRAND TOTAL	\$ 47,369

TOTAL ANNUAL HOURS 775.0		TOTAL ANNUAL HOURS	775.0	
--------------------------	--	--------------------	-------	--

SHAY GOLD SNATURE OF PERSON AU		
Grant Clac	k, Operations Manager	
5/11/16	State contractor's license number  (alifornia 346620	CZ7 661/D49
PROPOSER'S ADDRESS:	26415 Summit Circle, Santa C	Clarita, CA 91350
PRONE	1 FACSIMILE	
(661)291-2800	(877)317-8437	gclackestaygreen com

#### **SCHEDULE OF PRICES**

#### **FOR**

### ANTELOPE VALLEY LANDSCAPE MAINTENANCE SERVICES (2016-PA015)

In accordance with these Specifications, the undersigned Proposer is herewith submitting the following prices for the performance of the work as described in these Specifications. The Proposer shall furnish all labor, supervision, equipment, materials, transportation, taxes, equipment, and supplies except those specified to be furnished by the County. Tasks shall be performed with nothing but the highest of standards at no less than the minimum hours set forth below. For As-Needed Additional Items Requiring Departmental Approval, it is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices (cost per frequency) quoted, if any, will apply to the actual quantities, whatever they may be. The words "frequency" and "unit" are to be used interchangeably.

# A. RIDGE ROUTE AND PICO CANYON MEDIANS, OCOTILLO SCHOOL PARKWAY, HASLEY CANYON ROUNDABOUT, MEDIAN AND THE OLD ROAD MEDIAN AND PARKWAY

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
			Proposed Hours Per Frequency	X Frequency Annual Cost	X Cost = Per Hour	
1.	All Site Inspection and Reporting per Requirements					
	a. Inspection	0.5		52	\$ 30	\$1,560
	b. Reporting	0.5	5	12	\$ 30	\$ 1,560 \$ 180
2.	All Management and Supervision	0.25	25	52	\$ 30	\$ 390
3.	Weed Removal					
	a. Walks, Beds, Planters, and Groundcover Hardscape	0.5		52	<u>\$ 30</u>	\$ 3,120

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
	N. C.		Proposed Hours Per Frequency	X Frequency Annual Cost	X Cost = Per Hour	
	b. Bare Areas	0.5	_ 2	52	\$_30	\$ 3,120
4.	Litter Control	0.5		52	\$ 30	\$ 1,560
5.	Clearance Pruning/Hedge Trimming					
М	a. Shrub Safety Clearance/ Shrub Pruning	0.25	5	52	\$ 30	<u>\$ 780</u>
	b. Hedge Shaping /Trimming	0.25		52	\$ 30	\$ 1,560
	c. Groundcover Thinning	1	_ z	1	\$ 30	\$ 60
6.	Sweeping - Hard Surfaces, Walks, and Steps	1		24	\$ 30	<u>\$ 720</u>
7.	Rodent Control	0.25	.25	52	\$ 30	\$ 390
8.	Turf and Plant Fertilization	0.5		52	\$_30_	\$ 1,560

Page 2 of 10

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
			Proposed Hours Per Frequency	X Frequency Annual Cost	X Cost = Per Hour	
9.	Irrigation/Watering – Manual					
	a. Valve Box Integrity – replace covers, check for safety and security, more often if necessary	0.5	.5	12	\$_30	\$ 180
	b. Inspect, Operate, Control, and Make Adjustments, more often if necessary	0.5	_,5	24	\$_30_	\$ 360

# B. DRAINAGE BASIN ASSESSMENT AREAS (DBAAs)

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
			Proposed Hours Per Frequency	X Frequency Annual Cost	X Cost = Per Hour	
1.	All Site Inspection and Reporting per Requirements					
	a. Inspection	0.5	1	52	\$ 30	\$ 1,560
	b. Reporting	0.5		12	\$ 30	\$ 1,560 \$ 360
2.	All Management and Supervision	0.25		52	\$ 30	\$ 1,560

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
			Proposed Hours Per Frequency	X Frequency Annual Cost	X Cost = Per Hour	
3.	Weed Removal					
	a. Walks, Beds, Planters, and Groundcover Hardscape	0.5		52	\$ 30	\$3,120
	b. Bare Areas	0.5	_ Z	52	\$ 30	\$ 3,120
	c. Undeveloped Areas	0.5		52	\$ 30	\$ 3,120
4.	Litter Control	0.5	_ Z	52	\$_30	\$ 3,120
5.	Clearance Pruning/Hedge Trimming					
	a. Shrub Safety Clearance/ Shrub Pruning	0.25		6	\$ 30	\$ 180
	b. Hedge Shaping /Trimming	0.25		6	\$ 30	\$ 180
	b. Groundcover Thinning	1		24	\$ 30	s 1,440
5.	Sweeping – Hard Surfaces, Walks, and Steps	1		24	\$ 30	\$ 720

Page 4 of 10

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
			Proposed Hours Per Frequency	X Frequency Annual Cost	X Cost = Per Hour	
7.	Rodent Control	0.25	1	26	\$_30_	\$ 780
8.	Turf and Plant Fertilization	0.5		2	\$ 30	\$ 60
9.	Irrigation/Watering – Manual  a. Valve Box Integrity – replace covers, check for safety and security, more often if necessary	0.5	1	12	\$_30	\$_360
	b. Inspect, Operate, Control, and Make Adjustments, more often if necessary	0.5		24	\$ 30	\$ 720
ANNUA	L SUBTOTAL – DBAA	ls			\$ 20,40	)0

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
			Proposed Hours Per Frequency	X Frequency Annual Cost	X Cost = Per Hour	
1.	All Site Inspection and Reporting per Requirements					
	a. Inspection	0.5	.5	52	\$_30	\$ 780
	b. Reporting	0.5	<u>Z</u>		\$ 30	\$ 360

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
			Proposed Hours Per Frequency	X Frequency Annual Cost	X Cost = Per Hour	
2.	All Management and Supervision	0.5	5	52	\$_30	\$ 780
3.	Weed Removal					
	a. Walks, Beds, Planters, and Groundcover Hardscape	0.5	5	52	\$_30_	<sub>\$</sub> 780
	b. Bare Areas	0.5	5	52	\$ 30	\$ 780
4.	Litter Control	0.5	.5	52	\$ 30	\$ 780
5.	Raking					
	a. Turf Under Trees		5	52	\$_30	\$ 780
	b. Planter Beds and Planters	0.5	5	52	\$ 30	\$ 780
6.	Clearance Pruning/Hedge Trimming					
	a. Shrub Safety Clearance/ Shrub Pruning	1		24	\$ 30	s 720
	b. Hedge Shaping /Trimming	0.5	5	26	\$_30	\$ 390
	c. Groundcover Thinning	1		24	\$_30_	\$ 720

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
			Proposed Hours Per Frequency	X Frequency Annual Cost	X Cost = Per Hour	
7.	Sweeping – Hard Surfaces, Walks, and Steps	0.5	.5	24	\$_30	\$ 360
8.	Rodent Control	0.5	5	52	<u>\$ 30</u>	<u>\$ 780_</u>
9.	Turf and Plant Fertilization	1	_1_	2	\$ 30	\$ 60
10.	Irrigation/Watering Manual					
	a. Valve Box Integrity replace covers, check for safety and security, more often if necessary	0.5	5	12	\$_30	\$ <u>190</u>
	b. Inspect, Operate, Control, and Make Adjustments, more often if necessary	0.5	.5_	24	\$ 30	\$ 360
ANNUA	L SUBTOTAL - MD5	OFFICE AND	RD556- CASTI	AC YARD	\$ 9.390	

ITEM	ITEM DESCRIPTION	UNIT	NO. OF UNITS	COST PER UNIT	ANNUAL COST
		33192	No. of Units X Cost Per Unit = Annual Cost		
1.	Chemical Application  a. Turf – detailing general turf areas with systemic herbicides  b. Beds and Planters, Walkways,	<u>As Needed</u>	As Needed	<u>\$ 55</u>	\$ <u>NA</u>
	Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds – with systematic herbicides	As Needed	As Needed	<u>\$ 65</u>	\$ <u>NA</u>
2.	Irrigation/Watering – Manual				
	a. Repair, Replace, Relocate Sprinkler Heads, Repair Lines, more often if necessary	As Needed	As Needed	\$ 65	\$NA
	b. Manual Watering of Turf and Shrubs, more often if necessary	As Needed	30 days if automatic system fails	\$ 65	\$NA
3.	Graffiti Removal	As Needed	As Needed	s <u>05</u>	\$NA
4.	Remove Dead Trees	<u>Each</u>	3	\$ 375	\$ 1,125
5.	Plant Replacement				
	a. 1-gallon size plant material and installation	Each	6	\$_12_	<u>\$72</u>
	b. 5-gallon size plant material and installation	<u>Each</u>	_1_	\$ 35	\$ 35
8	c. 15-gallon tree, including material and installation	<u>Each</u>	2	\$ 125	\$ 250
	d. 24-inch box size tree, including material and installation	<u>Each</u>	_1_	<u>\$ 450</u>	<u>\$ 450</u>
		Page 8 of 10			

ITEM	ITEM DESCRIPTION	UNIT	NO. OF UNITS	COST PER UNIT	ANNUAL COST
			No. of Units Annual Cost	X Cost Per	Unit =
6.	Cost for manual operation of irrigation system past the required 30-day period	Hourly	10	\$ 60	\$ 600
7.	Cost for irrigation system repairs, 4-hour minimum for emergency call out repairs	<u>Hourly</u>	88	\$_90	\$ 720
8.	Flat rate for emergency call back to shut off water/turn of irrigation system	<u>Hourly</u>	8	<u>\$ 90 </u>	<sub>\$</sub> 770
	JAL SUBTOTOAL – AS NEEDED A MS REQUIRING DEPARTMENT AF		\$_	3,972	

WORK LOCATION	ANNUAL SUBTOTAL
RIDGE ROUTE AND PICO CANYON MEDIANS	\$ 15,540
DBAAs	\$ 20,400
MD5 OFFICE AND RD556- CASTIAC YARD	\$ 9,390
AS NEEDED ADDITIONAL ITEMS REQUIRING DEPARTMENT APPROVAL	\$ 3,972
PROPOSED ANNUAL GRAND TOTAL	\$ 49,302

[ [ [ [ [ [ [ [ [ [ [ [ [ [ [ [ [ [ [		
	TOTAL ANNUAL HOURS	775.0
	1017127111107121100110	770.0
	The state of the s	

Stay Green Inc.	
The state of the s	Man Man
Grant Clack Operations I	Vanager
5/11/16 346620	ENSE NUMBER  LICENSE TYPE  CZ7 C61/D49
PROPOSER'S ADDRESS: 26415 Summit	arcle, Santa Clarita CA 91350
PHONE (661)291-2800 (877)317-84	37 GClack EStaygreen. Com

## **SCHEDULE OF PRICES**

### **FOR**

## **ANTELOPE VALLEY LANDSCAPE MAINTENANCE SERVICES (2016-PA015)**

In accordance with these Specifications, the undersigned Proposer is herewith submitting the following prices for the performance of the work as described in these Specifications. The Proposer shall furnish all labor, supervision, equipment, materials, transportation, taxes, equipment, and supplies except those specified to be furnished by the County. Tasks shall be performed with nothing but the highest of standards at no less than the minimum hours set forth below. For As-Needed Additional Items Requiring Departmental Approval, it is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices (cost per frequency) quoted, if any, will apply to the actual quantities, whatever they may be. The words "frequency" and "unit" are to be used interchangeably.

# A. RIDGE ROUTE AND PICO CANYON MEDIANS, OCOTILLO SCHOOL PARKWAY, HASLEY CANYON ROUNDABOUT, MEDIAN AND THE OLD ROAD MEDIAN AND PARKWAY

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
			Proposed Hours Per Frequency	X Frequency Annual Cost	X Cost = Per Hour	
1.	All Site Inspection and Reporting per Requirements					
	a. Inspection	0.5	- 1	52	\$ 31	<u>\$1612</u>
	b. Reporting	0.5	5	12	\$ 31	\$ 186
2.	All Management and Supervision	0.25	,25	52	\$ 31	<u>\$ 403</u>
3.	Weed Removal					
I	a. Walks, Beds, Planters, and Groundcover Hardscape	0.5		52	<u>\$ 31</u>	\$ 3,22:4 -

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
			Proposed Hours Per Frequency	X Frequency Annual Cost	X Cost = Per Hour	
	b. Bare Areas	0.5	_ 2	52	\$ 31	\$3224
4.	Litter Control	0.5		52	s 31	<u>\$1012</u>
5.	Clearance Pruning/Hedge Trimming					
	a. Shrub Safety Clearance/ Shrub Pruning	0.25	.5	52	s 31	<u>\$ 806</u>
	b. Hedge Shaping /Trimming	0.25		52	<u>\$31</u>	\$ 1612
	c. Groundcover Thinning	1	_ Z	1	\$ 31	\$ 62
6.	Sweeping – Hard Surfaces, Walks, and Steps	1	- 1	24	\$ 31_	<u>\$744</u>
7.	Rodent Control	0.25	.25	52	s_31	\$ 403
8.	Turf and Plant Fertilization	0.5	1	52	\$ 31	\$1412

Page 2 of 10

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
			Proposed Hours Per Frequency	X Frequency Annual Cost	X Cost = Per Hour	
9.	Irrigation/Watering – Manual  a. Valve Box Integrity – replace covers, check for safety and security, more often if necessary	0.5	.5	12	<u>\$31</u>	<u>\$ 186</u>
	b. Inspect, Operate, Control, and Make Adjustments, more often if necessary	0.5	5	24	<u>\$ 31</u>	§ 372

# B. DRAINAGE BASIN ASSESSMENT AREAS (DBAAs)

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
			Proposed Hours Per Frequency	X Frequency Annual Cost	X Cost = Per Hour	
1.	All Site Inspection and Reporting per Requirements					
	a. Inspection	0.5		52	\$ 31	\$ 1612 \$ 372
	b. Reporting	0.5		12	<u>\$ 31</u>	\$ 372
2.	All Management and Supervision	0.25		52	<u>\$ 31</u>	\$1612

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
			Proposed Hours Per Frequency	X Frequency Annual Cost	X Cost = Per Hour	
3.	Weed Removal					
	a. Walks, Beds, Planters, and Groundcover Hardscape	0.5		52	\$31	\$3224
	b. Bare Areas	0.5		52	\$ 31	\$ <u>3224</u>
	c. Undeveloped Areas	0.5		52	\$ 31	\$3224 \$3224
4.	Litter Control	0.5	_ 2	52	s <u>31</u>	\$3224
5.	Clearance Pruning/Hedge Trimming					
	a. Shrub Safety Clearance/ Shrub Pruning	0.25		6	\$ 31	\$ 184
	b. Hedge Shaping /Trimming	0.25		6	\$ 31	s 186
	b. Groundcover Thinning	1		24	<u>\$31</u>	s 186 s 1488
	Sweeping – Hard Surfaces, Walks, and Steps	1		24	s <u>31</u>	<u>\$</u> 744

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
			Proposed Hours Per Frequency	X Frequency Annual Cost	X Cost = Per Hour	
7.	Rodent Control	0.25		26	\$31	\$ 806
8.	Turf and Plant Fertilization	0.5		2	s 31	\$ 62
9.	Irrigation/Watering – Manual  a. Valve Box Integrity – replace covers, check for safety and security, more often if necessary	0.5		12	\$ 31	\$ 372
	b. Inspect, Operate, Control, and Make Adjustments, more often if necessary	0.5		24	<u>\$ 31</u>	<u>\$</u> <del>744</del>
NNUA	L SUBTOTAL - DBAA	S		3	\$ 21,0	80 -

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
			Proposed Hours Per Frequency	X Frequency Annual Cost	X Cost = Per Hour	
1.	All Site Inspection and Reporting per Requirements					
	a. Inspection	0.5	5	52	\$ 31	\$ 806
)	b. Reporting	0.5		12	\$ 31	<u>\$ 372</u>

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
			Proposed Hours Per Frequency	X Frequency Annual Cost	X Cost = Per Hour	
2.	All Management and Supervision	0.5	.5	52	s_31	\$806
3.	Weed Removal					
	a. Walks, Beds, Planters, and Groundcover Hardscape	0.5	5	52	\$ 31	\$806
	b. Bare Areas	0.5	5	52	s 31	\$ 806
4.	Litter Control	0.5	5	52	\$ 31_	\$ 806
5.	Raking					
	a. Turf Under Trees	0.5	5	52	\$ 31	\$806
	b. Planter Beds and Planters	0.5	5_	52	s_3	\$806 \$806
6.	Clearance Pruning/Hedge Trimming					
	a. Shrub Safety Clearance/ Shrub Pruning	1		24	\$ 31	<u>\$</u> 744
	b. Hedge Shaping //Trimming	0.5	5_	26	s_31_	\$403 \$444
	c. Groundcover Thinning	1		24	\$ 31	s 7-44

weeping – Hard urfaces, Walks, and teps odent Control urf and Plant	0.5	Proposed Hours Per Frequency .5	X Frequency Annual Cost	X Cost = Per Hour  \$ 31	\$372 \$802
urfaces, Walks, and teps odent Control urf and Plant					
urf and Plant	0.5	5	52	\$ 31	802
					\$ <u></u>
	1		2	\$ 31	<u>\$ 62</u>
igation/Watering – anual					
Valve Box egrity – replace vers, check for fety and security, ore often if cessary	0.5		12	\$ 31	<u>\$186</u>
Inspect, Operate, ontrol, and Make justments, more en if necessary	0.5	.5	24	\$ 31	\$37-2
e v fe con jue	egrity – replace eers, check for ety and security, re often if eessary Inspect, Operate, etrol, and Make justments, more in if necessary	egrity – replace eers, check for ety and security, re often if eessary  Inspect, Operate, etrol, and Make ustments, more n if necessary	egrity – replace eers, check for ety and security, re often if eessary  Inspect, Operate, etrol, and Make ustments, more in if necessary   .5	egrity – replace vers, check for ety and security, re often if essary  Inspect, Operate, atrol, and Make ustments, more  0.5  12  12	egrity – replace eers, check for ety and security, re often if eessary  Inspect, Operate, etrol, and Make sustments, more in if necessary  1.5

ITEM	ITEM DESCRIPTION	UNIT	NO. OF UNITS	COST PER UNIT	ANNUAL COST
Ů.			No. of Units Annual Cost	X Cost Per	Unit =
1.	Chemical Application				
	a. Turf – detailing general turf areas with systemic herbicides	As Needed	As Needed	\$55	\$ <u>NA</u>
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds – with systematic herbicides	As Needed	As Needed	\$ <u>55</u>	\$ <u>NA</u>
2.	Irrigation/Watering - Manual				
	a. Repair, Replace, Relocate Sprinkler Heads, Repair Lines, more often if necessary	As Needed	As Needed	s <b>45</b>	\$NA
	b. Manual Watering of Turf and Shrubs, more often if necessary	As Needed	30 days if automatic system fails	\$ 65	\$NA
3.	Graffiti Removal	As Needed	As Needed	\$ 65	\$ <u>NA</u>
4.	Remove Dead Trees	<u>Each</u>	3	s 425	s 1275
5.	Plant Replacement				
	a. 1-gallon size plant material and installation	Each	6	s_12_	s 72
	b. 5-gallon size plant material and installation	Each	_1_	\$ 40	<u>\$ 40</u>
	c. 15-gallon tree, including material and installation	<u>Each</u>	2	\$ 130	\$ 260
	d. 24-inch box size tree, including material and installation	Each	_1_	s 475	s 475

ITEM	ITEM DESCRIPTION	UNIT	NO. OF UNITS	COST PER UNIT	ANNUAL COST
			No. of Units Annual Cost	X Cost Per	Unit =
6.	Cost for manual operation of irrigation system past the required 30-day period	Hourly	10	\$ 45	<u>\$ 650</u>
7.	Cost for irrigation system repairs, 4-hour minimum for emergency call out repairs	<u>Hourly</u>	8	s 97.50	s 780
8.	Flat rate for emergency call back to shut off water/turn of irrigation system	Hourly	8	s 97.50	s 780
	ANNUAL SUBTOTOAL – AS NEEDED ADDITIONAL ITEMS REQUIRING DEPARTMENT APPROVAL			4,332	.00

WORK LOCATION	ANNUAL SUBTOTAL
RIDGE ROUTE AND PICO CANYON MEDIANS	\$ 16,058
DBAAs	\$ 21,080
MD5 OFFICE AND RD556- CASTIAC YARD	\$_10,505~
AS NEEDED ADDITIONAL ITEMS REQUIRING DEPARTMENT APPROVAL	\$ 4,33200
PROPOSED ANNUAL GRAND TOTAL	\$ 51,915.°°

AND THE COURSE AND TH		
	TOTAL ANNUAL HOURS	775.0

SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL ME	A)
TITLE OF AUTHORIZED PERSON	and and
Grant Clack - Operations to	nanager
5-11-16 346620	C27 Cle/1749
26415 Summit Circle	
Santa Clarita, CA 91350	
461-291-2800 877-317-8437	GClackostayareen.com

## SCHEDULE OF PRICES

#### **FOR**

## **ANTELOPE VALLEY LANDSCAPE MAINTENANCE SERVICES (2016-PA015)**

In accordance with these Specifications, the undersigned Proposer is herewith submitting the following prices for the performance of the work as described in these Specifications. The Proposer shall furnish all labor, supervision, equipment, materials, transportation, taxes, equipment, and supplies except those specified to be furnished by the County. Tasks shall be performed with nothing but the highest of standards at no less than the minimum hours set forth below. For As-Needed Additional Items Requiring Departmental Approval, it is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices (cost per frequency) quoted, if any, will apply to the actual quantities, whatever they may be. The words "frequency" and "unit" are to be used interchangeably.

# A. RIDGE ROUTE AND PICO CANYON MEDIANS, OCOTILLO SCHOOL PARKWAY, HASLEY CANYON ROUNDABOUT, MEDIAN AND THE OLD ROAD MEDIAN AND PARKWAY

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
)			Proposed Hours Per Frequency	X Frequency Annual Cost	X Cost = Per Hour	
1.	All Site Inspection and Reporting per Requirements	(a)				
	a. Inspection	0.5		52	\$ <u>3Z</u>	\$1,664
	b. Reporting	0.5	5	12	\$_32	\$1,664 \$ 192
2.	All Management and Supervision	0.25	.25	52	<u>\$ 32</u>	s 416
3.	Weed Removal					
	a. Walks, Beds, Planters, and Groundcover Hardscape	<u>0.5</u>		52	<u>\$32</u>	\$ 3,378

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
			Proposed Hours Per Frequency	X Frequency Annual Cost	X Cost = Per Hour	
	b. Bare Areas	0.5	_ Z	52	\$ 32	\$3,328
4.	Litter Control	0.5		52	s 32	\$ 1,664
5.	Clearance Pruning/Hedge Trimming					
	a. Shrub Safety Clearance/ Shrub Pruning	0.25		52	<u>s 32</u>	<u>\$ 832</u>
	b. Hedge Shaping /Trimming	0.25		52	: 32	\$ 1,664
	c. Groundcover Thinning	1	_ Z	1	<u>\$32</u>	s_64_
6.	Sweeping – Hard Surfaces, Walks, and Steps	1	1	24	\$ 32	\$ <u>768</u>
7.	Rodent Control	0.25	.75	52	<u>\$32</u>	s_416
8.	Turf and Plant Fertilization	0.5		52	<u>\$32</u>	\$ 1,664

Page 2 of 10

ation/Watering –		Proposed Hours Per Frequency	X Frequency	X Cost =	The state of the s
ation/Watering –			Annual Cost	Per Hour	
valve Box grity – replace ers, check for by and security, a often if	0.5	5	12	<u>\$ 32</u>	<u>\$ 197</u>
nspect, Operate, rol, and Make stments, more if necessary	0.5	5_	24	\$ 32	s_384_
	rity – replace rs, check for y and security, often if ssary spect, Operate, rol, and Make strents, more if necessary	rity – replace rs, check for y and security, often if ssary  spect, Operate, rol, and Make stments, more if necessary   BTOTAL – RIDGE ROUTE, PIC	rity – replace rs, check for y and security, often if ssary  spect, Operate, rol, and Make stments, more if necessary  BTOTAL – RIDGE ROUTE, PICO, OCOTILLO, A	rity – replace rs, check for y and security, often if ssary  spect, Operate, rol, and Make stments, more if necessary  BTOTAL – RIDGE ROUTE, PICO, OCOTILLO, AND	rity – replace rs, check for y and security, often if ssary  spect, Operate, rol, and Make stments, more if necessary  BTOTAL – RIDGE ROUTE, PICO, OCOTILLO, AND

## B. <u>DRAINAGE BASIN ASSESSMENT AREAS (DBAAs)</u>

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
			Proposed Hours Per Frequency	X Frequency Annual Cost	X Cost = Per Hour	
1.	All Site Inspection and Reporting per Requirements					
	a. Inspection	0.5		52	\$ 32 \$ 32	\$ 1,664
	b. Reporting	0.5		12	\$ 32	\$ 1,664 \$ 384
)	All Management and Supervision	0.25		52	s 32	\$ 1,664

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
			Proposed Hours Per Frequency	X Frequency Annual Cost	X Cost = Per Hour	
3.	Weed Removal					
	a. Walks, Beds, Planters, and Groundcover Hardscape	0.5		52	\$ 32	\$ 3,378
	b. Bare Areas	0.5	2	52	\$ 32	\$ <u>3,328</u>
	c. Undeveloped Areas	0.5	_ Z	52	<u>\$ 32</u>	\$ <u>3,378</u>
4.	Litter Control		_ Z	52	s 32	\$3,328
)	Clearance Pruning/Hedge Trimming					
	a. Shrub Safety Clearance/ Shrub Pruning	0.25		6	\$ 32	s 19Z
	b. Hedge Shaping /Trimming	0.25		6	<u>\$ 32</u>	<u>\$ 19Z</u>
	b. Groundcover Thinning	1	_ Z		<u>\$ 32</u>	\$ 1,536
	Sweeping – Hard Surfaces, Walks, and Steps	<u> </u>		24	s 32	<u>\$ 769</u>

Page 4 of 10

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
			Proposed Hours Per Frequency	X Frequency Annual Cost	X Cost = Per Hour	
7.	Rodent Control	0.25		26	\$32	\$ <u>832</u>
8.	Turf and Plant Fertilization	0.5		2	\$ 32	\$ 64
9.	Irrigation/Watering – Manual  a. Valve Box Integrity – replace covers, check for safety and security, more often if necessary	0.5		12	\$ 32	\$ <u>384</u>
	b. Inspect, Operate, Control, and Make Adjustments, more often if necessary	0.5		24	\$ 32	<u>\$ 768</u>
NNUA	L SUBTOTAL - DBAA	B			\$ 21,76	0

WIDS OFFICE AND R	(D330- CAS II	AC YARD			
ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
The second secon		Proposed Hours Per Frequency	X Frequency Annual Cost	X Cost = Per Hour	
Ali Site Inspection and Reporting per Requirements					
a. Inspection	0.5	5	52	<u>\$ 32</u>	\$ 83Z
b. Reporting	0.5		12	\$ 32	\$ 768
	All Site Inspection and Reporting per Requirements  a. Inspection	Ali Site Inspection and Reporting per Requirements  a. Inspection  0.5	ITEM DESCRIPTION    MINIMUM HOURS PER FREQUENCY   Proposed Hours Per Frequency	ITEM DESCRIPTION    MINIMUM HOURS PER FREQUENCY   Proposed Hours Per Frequency	TEM DESCRIPTION HOURS PER FREQUENCY FREQUENCY FREQUENCY FREQUENCY FREQUENCY FREQUENCY HOUR  Proposed Hours Per Frequency Annual Cost Per Hour  All Site Inspection and Reporting per Requirements  a. Inspection

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
			Proposed Hours Per Frequency	X Frequency Annual Cost	X Cost = Per Hour	
2.	All Management and Supervision	0.5	.5	52	\$ 32	<u>\$ 832</u>
3.	Weed Removal					
	a. Walks, Beds, Planters, and Groundcover Hardscape	0.5	5	52	\$ 32	\$ 832
	b. Bare Areas	0.5	5	52	<u>\$32</u>	<u>\$ 83Z</u>
4.	Litter Control	0.5	5	52	<u>\$ 32</u>	<u>\$ 83Z</u>
).	Raking					
	a. Turf Under Trees	0.5	5	52	<u>\$ 32</u>	\$ 832
	b. Planter Beds and Planters	0.5	5_	52	\$ 32 \$ 32	\$ 83Z
6.	Clearance Pruning/Hedge Trimming					
	a. Shrub Safety Clearance/ Shrub Pruning			24	<u>\$ 32</u>	s 768
	b. Hedge Shaping /Trimming	0.5	.5	26	\$ 32	<u>\$ 416</u>
	c. Groundcover Thinning	1		24	<u>\$ 32</u>	s 768

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
			Proposed Hours Per Frequency	X Frequency Annual Cost	X Cost = Per Hour	
7.	Sweeping – Hard Surfaces, Walks, and Steps	0.5		24	<u>\$ 32</u>	s 384
8.	Rodent Control	0.5	5	52	\$ 32	\$_&3Z
9.	Turf and Plant Fertilization	1	-	2	<u>\$32</u>	\$ 64
10.	Irrigation/Watering – Manual a. Valve Box					
	Integrity – replace covers, check for safety and security, more often if necessary	0.5	.5	12	<u>\$ 32</u>	<u>\$ 192</u>
	b. Inspect, Operate, Control, and Make Adjustments, more often if necessary	0.5		24	<u>\$32</u>	<u>\$ 384</u>
ANNUA	I COMETATORUS	OFFICE AND	RD556- CASTI	AC YARD	\$ 10,4	00

ITEM	ITEM DESCRIPTION	UNIT	NO. OF UNITS	COST PER UNIT	ANNUAL COST
			No. of Units Annual Cost	X Cost Per	Unit =
1.	Chemical Application  a. Turf – detailing general turf areas with systemic herbicides	As Needed	As Needed	<u>\$ 55</u>	\$NA
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds – with systematic herbicides	As Needed	As Needed	\$ 55	\$ <u>NA</u>
2.	Irrigation/Watering – Manual				
	a. Repair, Replace, Relocate Sprinkler Heads, Repair Lines, more often if necessary	As Needed	As Needed	\$ 65	\$NA
).	b. Manual Watering of Turf and Shrubs, more often if necessary	As Needed	30 days if automatic system fails	\$ (05	\$NA
3.	Graffiti Removal	As Needed	As Needed	\$ 65	\$ NA
4.	Remove Dead Trees	<u>Each</u>	3	s 425	\$1,275
5.	Plant Replacement				
	a. 1-gallon size plant material and installation	<u>Each</u>	6	<u>\$ 12</u>	<u>\$</u> 72
	b. 5-gallon size plant material and installation	Each	_1_	<u>\$40</u>	<u>\$ 40</u>
	c. 15-gallon tree, including material and installation	<u>Each</u>	2	<u>\$130</u>	\$ 200
	d. 24-inch box size tree, including material and installation	<u>Each</u>	_1_	\$ 475	\$475
		Page 8 of 10			

ITEM	ITEM DESCRIPTION	UNIT	NO. OF UNITS	COST PER UNIT	ANNUAL COST
			No. of Units Annual Cost	X Cost Per	Unit =
6.	Cost for manual operation of irrigation system past the required 30-day period	<u>Hourly</u>	10	\$ (05	<u>\$ 050</u>
7.	Cost for irrigation system repairs, 4-hour minimum for emergency call out repairs	Hourly	8	<u>\$0.50</u>	s 780
8.	Flat rate for emergency call back to shut off water/turn of irrigation system	<u>Hourly</u>	8	<u>\$</u> 97.50	<u>\$ 780</u>
	JAL SUBTOTOAL – AS NEEDED A MS REQUIRING DEPARTMENT AF		\$_	4,332	

WORK LOCATION	ANNUAL SUBTOTAL
RIDGE ROUTE AND PICO CANYON MEDIANS	\$ 16,576
DBAAs	\$ 21,760
MD5 OFFICE AND RD556- CASTIAC YARD	\$ 10,400
AS NEEDED ADDITIONAL ITEMS REQUIRING DEPARTMENT APPROVAL	\$ 4,33Z
PROPOSED ANNUAL GRAND TOTAL	\$ 53,068

		$\neg$
TOTAL ANNUAL HOURS	775.0	

Stay Gree INATURE OF PERSON AU		All I
TITLE OF AUTHORIZED PERS		
Grant Clack	- Operations Manager	
DATE	STATE CONTRACTOR'S LICENSE NUMBER	LICENSE TYPE
5/11/16	346620	CZ7 C61/049
Proposer's Address:	26415 Summit Circle, Sant	la Clarita, CA 91350
PHONE (661) 291-2800	(877) 317-8437	GClack@Stayprem.Com

### **SCHEDULE OF PRICES**

#### **FOR**

## **ANTELOPE VALLEY LANDSCAPE MAINTENANCE SERVICES (2016-PA015)**

In accordance with these Specifications, the undersigned Proposer is herewith submitting the following prices for the performance of the work as described in these Specifications. The Proposer shall furnish all labor, supervision, equipment, materials, transportation, taxes, equipment, and supplies except those specified to be furnished by the County. Tasks shall be performed with nothing but the highest of standards at no less than the minimum hours set forth below. For As-Needed Additional Items Requiring Departmental Approval, it is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices (cost per frequency) quoted, if any, will apply to the actual quantities, whatever they may be. The words "frequency" and "unit" are to be used interchangeably.

# A. RIDGE ROUTE AND PICO CANYON MEDIANS, OCOTILLO SCHOOL PARKWAY, HASLEY CANYON ROUNDABOUT, MEDIAN AND THE OLD ROAD MEDIAN AND PARKWAY

JTEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
			Proposed Hours Per Frequency	X Frequency Annual Cost	X Cost = Per Hour	
1.	All Site Inspection and Reporting per Requirements					
	a. Inspection	0.5	1	52	\$ 33	\$1710
	b. Reporting	0.5	5	12	\$ 33	\$1710 \$198
2.	All Management and Supervision	0.25	.25	52	\$ 33	s 429
3.	Weed Removal					
7	a. Walks, Beds, Planters, and Groundcover Hardscape	0.5		52	<u>\$ 33</u>	<u>\$3432</u>

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
			Proposed Hours Per Frequency	X Frequency Annual Cost	X Cost = Per Hour	
	b. Bare Areas	0.5		52	\$_33	\$3432
4.	Litter Control	0.5	_1	52	\$ 33	<u>\$1710</u>
5.	Clearance Pruning/Hedge Trimming					
	a. Shrub Safety Clearance/ Shrub Pruning	0.25	5_	52	\$ 33	<u>\$858</u>
	b. Hedge Shaping /Trimming	0.25		52	<u>\$ 33</u>	<u>\$1710</u>
)	c. Groundcover Thinning	1	Z	1	\$_33	<u>\$ 66</u>
6.	Sweeping – Hard Surfaces, Walks, and Steps	1		24·	\$ 33	<u>\$ 792</u>
7.	Rodent Control	0.25	.25	52	\$ 33	<u>\$429</u>
8.	Turf and Plant Fertilization	0.5	1	52	\$ 33	\$ 1716

Page 2 of 10

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
			Proposed Hours Per Frequency	X Frequency Annual Cost	X Cost = Per Hour	
9.	Irrigation/Watering – Manual  a. Valve Box Integrity – replace covers, check for safety and security, more often if necessary	0.5	5	12	\$ 33	s 198
	b. Inspect, Operate, Control, and Make Adjustments, more often if necessary	0.5	5	24	\$ 33	\$ <u>396</u>

# B. DRAINAGE BASIN ASSESSMENT AREAS (DBAAs)

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
			Proposed Hours Per Frequency	X Frequency Annual Cost	X Cost = Per Hour	
1.	All Site Inspection and Reporting per Requirements					
	a. Inspection	0.5		52	\$ 33	\$ 1716
	b. Reporting	0.5		12	s <u>33</u>	\$ 1716 \$ 396
)	All Management and Supervision	0.25		52	\$ 33	<u>\$1716</u>

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
			Proposed Hours Per Frequency	X Frequency Annual Cost	X Cost = Per Hour	
3.	Weed Removal					
	a. Walks, Beds, Planters, and Groundcover Hardscape	0.5		52	s_33_	\$3432
	b. Bare Areas	0.5		52	\$ 33	\$3432 \$3432
	c. Undeveloped Areas	0.5	2	52	\$ 33	\$343Z
4.	Litter Control	0.5		52	\$ 33	\$3A32
)	Clearance Pruning/Hedge Trimming					
	a. Shrub Safety Clearance/ Shrub Pruning	0.25		6	\$ 33	s_198
	b. Hedge Shaping /Trimming	0.25		6	\$_33	\$198
	b. Groundcover Thinning	1		24	\$ 33	<u>\$198</u> <u>\$1584</u>
6.	Sweeping – Hard Surfaces, Walks, and Steps	1	1	24	\$ 33	s 792

Page 4 of 10

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
			Proposed Hours Per Frequency	X Frequency Annual Cost	X Cost = Per Hour	
7.	Rodent Control	0.25		26	<u>\$ 33</u>	<u>\$ 858</u>
8.	Turf and Plant Fertilization	0,5		2	<u>\$ 33</u>	s_66
9.	Irrigation/Watering – Manual  a. Valve Box Integrity – replace covers, check for safety and security, more often if necessary	0.5		12	<u>\$ 33</u>	s 396
	b. Inspect, Operate, Control, and Make Adjustments, more often if necessary	0.5		24	\$_33	<u>\$792</u>
NNUA	L SUBTOTAL – DBAA	<b>S</b>			\$ 22,40	10

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
	I considerate and the second		Proposed Hours Per Frequency	X Frequency Annual Cost	X Cost = Per Hour	
1.	All Site Inspection and Reporting per Requirements					
	a. Inspection	0.5	5	52	\$ 33	\$ 858 \$ 39.6
	b. Reporting	0.5		12	\$ 33	s 390

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
			Proposed Hours Per Frequency	X Frequency Annual Cost	X Cost = Per Hour	
2.	All Management and Supervision	0.5	.5	52	\$_33	<u>\$858</u>
3.	Weed Removal					
	a. Walks, Beds, Planters, and Groundcover Hardscape	0.5	5	52	<u>\$ 33</u>	<u>\$858</u>
	b. Bare Areas	0.5	5	52	\$ 33	<u>\$ 958</u>
4.	Litter Control	0.5	5	52	\$ <u>33</u>	\$ <del>858</del>
)	Raking					W
	a. Turf Under Trees	0.5	5	52	s_33	\$ <u>858</u>
	b. Planter Beds and Planters	0.5	5	52	\$ 33	\$ <u>858</u>
6.	Clearance Pruning/Hedge Trimming					
	a. Shrub Safety Clearance/ Shrub Pruning				\$ 33	<u>\$ 792</u>
	b. Hedge Shaping /Trimming		.5	26	\$ 33	<u>\$429</u>
	c. Groundcover Thinning				\$ 33	s 792

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	GOST PER HOUR	ANNUAL COST
			Proposed Hours Per Frequency	X Frequency Annual Cost	X Cost = Per Hour	
7.	Sweeping – Hard Surfaces, Walks, and Steps	0.5	5	24	ş_33	\$ 390
8.	Rodent Control	0.5	5	52	\$ 33	<u>\$ 858</u>
9.	Turf and Plant Fertilization	<u>. 1</u>		2	\$ 33	\$ 66
10.	Irrigation/Watering Manual					
	a. Vaive Box Integrity – replace covers, check for safety and security, more often if necessary	0.5	5	12	\$ 33	<u>s 198</u>
	b. Inspect, Operate, Control, and Make Adjustments, more often if necessary	0.5	.5	24	\$ 33	<u>\$ 396</u>
ANNUA	L SUBTOTAL - MD5	OFFICE AND	RD-56- CASTL	AG YARD	\$ 10,320	1

ITEM	ITEM DESCRIPTION	UNIT	NO. OF UNITS	COST PER UNIT	ANNUAL COST
			No. of Units Annual Cost	X Cost Per	Unit =
1.	Chemical Application				
	a. Turf – detailing general turf areas with systemic herbicides	As Needed	As Needed	\$ 55	\$ <u>NA</u>
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds – with systematic herbicides	As Needed	As Needed	\$_55	\$ <u>NA</u>
2.	Irrigation/Watering – Manuai				
	a. Repair, Replace, Relocate Sprinkler Heads, Repair Lines, more often if necessary	As Needed	As Needed	s 65	\$ <u>NA</u>
	b. Manual Watering of Turf and Shrubs, more often if necessary	<u>Aş Needed</u>	30 days if automatic system fails	\$ 65	\$NA
3.	Graffiti Removal	As Needed	As Needed	\$ 65	\$ <u>NA</u>
1.	Remove Dead Trees	<u>Each</u>	3	\$ <u>450</u>	\$ 1,350
i.	Plant Replacement				
	a. 1-gallon size plant material and installation	Each	6	\$_13	s 78
	b. 5-gailon size plant material and installation	<u>Each</u>	_1_	s <u>45</u>	\$ 45
	c. 15-gallon tree, including material and installation	Each	2	\$ 140	\$ 280
	d. 24-inch box size tree, including			\$ 495	\$ 495

ITEM	ITEM DESCRIPTION	UNIT	NO. OF UNITS	CÖST PER UNIT	ANNUAL COST
			No. of Units X Cost Per Unit = Annual Cost		
6.	Cost for manual operation of irrigation system past the required 30-day period	Houriy	10	\$ 65	\$ 650
7.	Cost for irrigation system repairs, 4-hour minimum for emergency call out repairs	Hourly	8	\$ 97.50	\$ 780
8.	Flat rate for emergency call back to shut off water/turn of irrigation system	<u>Hourly</u>	8	\$ 97.50	<u>\$ 780</u>
ANNU	JAL SUBTOTOAL – AS NEEDED A MS REQUIRING DEPARTMENT AF	DDITIONAL PPROVAL	\$_	4,458	

WORK LOCATION	ANNUAL SUBTOTAL
RIDGE ROUTE AND PICO CANYON MEDIANS	\$ 17,094
DBAAs	\$ 22, 440
MD5 OFFICE AND RD556- CASTIAC YARD	\$ 10,329
AS NEEDED ADDITIONAL ITEMS REQUIRING DEPARTMENT APPROVAL	\$ 4,458
PROPOSED ANNUAL GRAND TOTAL	\$ 54,321

		_
TOTAL ANNUAL HOURS	775.0	

Jeon I Car	K, Operations Manager	
11/16	STATE CONTRACTOR'S LICENSE NUMBER 346620	CZ7 <b>(61</b> /049
	346620 26415 Summit Circle, Santa	CZ7 661/049

# SUMMARY SHEET OF SCHEDULE OF PRICES ANTELOPE VALLEY LANDSCAPE MAINTENANCE SERVICES (2016-PA015)

The undersigned Proposer offers to perform the work described in the Request for Proposals (RFP) for the following price(s). The Proposer rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the RFP. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

NOTE: Bidder must provide pricing for ALL contract terms including the 5th term. Any submitted bid that does not include pricing for all terms maybe rejected at the sole discretion of the County.

It is the responsibility of the Bidder to calculate the Proposal price to take into consideration a possible escalation of wages, materials, and other costs during the Contract period. The Board, County, Public Works, District(s), or Director make no representations regarding future costs or the rate of wages that may become necessary to pay employees of the Contractor for the work performed during the Contract period.

	TERMS	ANNUAL PRICE FOR EACH TERM			
7	ANTELOPE VALLEY LANDSCAPE MAINTENANCE SERVICES (INITIAL TERM)	\$47,369			
2	ANTELOPE VALLEY LANDSCAPE MAINTENANCE SERVICES (OPTION YEAR 1)	¥ 49,302			
3	ANTELOPE VALLEY LANDSCAPE MAINTENANCE SERVICES (OPTION YEAR 2)	\$ 51,975			
4	4 ANTELOPE VALLEY LANDSCAPE MAINTENANCE SERVICES (OPTION YEAR 3) \$ 53,068				
5					
	TOTAL PRICE FOR YEARS' 1-5	\$ 256,035			

Signature of Person Authorized by Satisfied Bld		
Title of Authorized Person	Date	
Grant Clack, Operations Manager	5/11/16	
State Contractor's License Number	License Type	
346620	CZ7 (61/D49	
Proposer's Address:		
26415 Summit Circle, Santa	Clarita, CA 91350	
	Mobile	$\neg$
(661) 291-2800	(661) 212-0731	
E-Mail	Facsimile	
Clack & Staygreen. Com	(877) 317-8437	

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

This contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Com	pany Name: Stay Green Inc.			
	ipany Address: 26415 Sammit C:	role		
	Santa Clarita		State: CA	Zip Code: 9/350
	phone Number: (661) 291-2800			
	e of Goods or Services): Landscap			
appr Serv	ou believe the Jury Service ropriate box in Part I (you murice Program applies to you gram. Whether you complete	ust attach documentation to r business, complete Part	support yearlify	our claim). If the Jury compliance with the
Part I	: Jury Service Program is Not Appli	cable to My Business		
	an aggregate sum of \$50,000 of subcontracts (this exception is n	definition of "contractor," as define r more in any 12-month period of ot available if the contract/purcha be lost, and I must comply with the 00 in any 12-month period.	under one or ase order itself	more County contracts of will exceed \$50,000).
	gross revenues in the preceding \$500,000 or less; and, 3) is not an abelow. I understand that the exe	defined in the Program. It 1) has to twelve months which, if added to affiliate or subsidiary of a business of emption will be lost, and I must co gross annual revenues exceed the a	the annual ar lominant in its formply with the	nount of this contract, are ield of operation, as defined
	"Dominant in its field of operation employees, and annual gross rever the contract awarded, exceed \$500	means having more than ten emus in the preceding twelve month ,000.	nployees, includes, which, if add	ding full-time and part-time ed to the annual amount of
	"Affiliate or subsidiary of a busine 20 percent owned by a business stockholders, or their equivalent, of	dominant in its field of operation, o	or by partners,	business which is at least officers, directors, majority
	My business is subject to a Colle provisions of the Program. ATTACH		expressly provi	des that it supersedes all
Part II:	: Certification of Compliance			
	My business has and adheres to a regular pay for actual jury service for company will have and adhere to su	r full-time employees of the busines	ss who are also	, no less than five days of California residents, or my
l declare u and correc	under penalty of perjury under the ct.	laws of the State of California th	at the informa	tion stated above is true
Print Name:		Title:		
6.	rant Clack	Operations	Manager	
Signature:	Hart	Operations Date: 5/11/16		

# CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: Anthope hallen Bid # 2016-PAOIS SERVICE BY PROPOSER Stoy Corcon TAC. 5/19/16

the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate, or individual proposer. The proposer may attach any additional information or explanation of date which the proposer would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances This information must include all work undertaken in the State of California by the proposer and any partnership, joint venture, or corporation that any principal of surrounding any and all fatalities.

# 5 CALENDAR YEARS PRIOR TO CURRENT YEAR

	2044	2070	27.00				
	102	2012	2013	2014	2015	Total	Current Year to Date
1. Number of contracts.	368	395 435 463		451 450	(15/2		420
2. Total dollar amount of Contracts (in thousands of dollars).	12 800	200	16 600	2007	) 0	0	2
	000/51	17/100	2000	1006/42 009/1 008/1 000/1 001/2 000/2	1 1/600	24,900	002/9
3. Number of fatalities.	Q	0	0	0	0	0	0
4. Number of lost workday cases.	N	_	7	_	_	8	_
<ol><li>Number of lost workday cases involving permanent transfer to another job or termination of employment.</li></ol>	0	0	0	0	0	9	0
						)	
6. Number of lost workdays.	51	N	2 201	12	12	881	15

The above information was compiled from the records that are available to me at this time, and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Name of Proposer or Authorized Agent (print) Orant Clack

Signature

### **CONFLICT OF INTEREST CERTIFICATION**

Grant Clack  sole owner	
general partner	
managing member	
President, Secretary, or other proper title)	
Story Green Inc.	
Name of proposer	

make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code, Section 2.180.010, which provides as follows:

Contracts Prohibited. A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.

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

I hereby certify I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of the Los Angeles County Code, Section 2.180.010, as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

	I certify unde	r penalty of perjury under the laws	of California that the foregoing is true and correct.
		Il au	Date 5/11/16
4	Signed	- Miller	Date 5/11/16

PROPOSER'S R	FORM PW-6 REFERENCE LIST
PROPOSER NAME: Stay Green Inc.	
PROPOSED CONTRACT FOR: Bid# 2016-7	A015
previous three years. Please verify all contact names, telep	goods and/or services provided by the Proposer during the phone and fax numbers, and e-mail addresses before listing. dresses will be disregarded. Use additional pages if required.
A. COUNTY OF LOS ANGELES AGENCIES All contracts with the County during the	prayious three years must be listed
SERVICE: LONGSTOPE SERVICE DATES: MONATORICE 1-1-12 TO DIRECT	SERVICE: Landscape   SERVICE DATES: 9-10-12   To precent
DEPT/ DISTRICT: City & Downey	DEPT/DISTRICT: City or Souta Clarita Zone
CONTACT: Gio Anador	CONTACT: wayne Smith
TELEPHONE: 562-904-7192	TELEPHONE: 661-290-2206
FAX:	FAX:
E-MAIL: ganador@downeyca.org	E-MAIL: WSMIth@santa-clarita.com
SERVICE: LONGS COPE SERVICE DATES: 5-20-13	SERVICE: Landing De SERVICE DATES: 1-(-2011
DEPT/DISTRICT: City or Bubak	DEPT/DISTRICT: City ye Soite Clarks - Northbridge
CONTACT: Bonnie Teapord	CONTACT: Wayne Suit
TELEPHONE: 8(8-238-3915	TELEPHONE: 66 (-290 -2206
FAX: BTrakord & burbank Ca.gov	FAX:
E-MAIL:	E-MAIL: W5m3 th @ Souta-Clanta. Con
B. OTHER GOVERNMENTAL AGENCIES AN	ID PRIVATE COMPANIES
SERVICE: Landscape SERVICE DATES: 3-2015 to predent	SERVICE: Zands cape SERVICE DATES: 1-1 -2 909
AGENCY/FIRM: Hasley Hils HOA	AGENCY/ FIRM: Brock Villas Owners ass.
ADDRESS: West British wood Drive	2x134 Bobwhite Circle, Saugus (Aq
CONTACT: Beth Bottaro	CONTACT: Norma Gonzalez
TELEPHONE: 661-964-1536	TELEPHONE: 661-964-1529
FAX:	FAX:
E-MAIL: bbottaro@valenciamant.com	E-MAIL: NG on zale 2@ Valenciangny. Con
SERVICE: Land Cape   SERVICE DATES: 4-2007	SERVICE: Lands Cape   SERVICE DATES: NOV. 200 8
AGENCY/FIRM: Sieno Villas	AGENCY/FIRM: The Fair Oaks Ranch
ADDRESS: 24155 Del monte Drive de	ADDRESS: 26409 misty Ridge Place, Souta Clant
CONTACT: Lisa Hoggman	CONTACT: tani Bell
LEPHONE: 661-799-1135	TELEPHONE: 909-981-4131
FAX:	FAX:
E-MAIL: LHOGE Man @valendia mant. com	E-MAIL: tam. Bell @ Fs residential. com

# PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Propo	ser's Name Stay Green Inc.							
Address 26415 Sumit Circle, Santa Clarita, CA 91350								
Interna	al Revenue Service Employer Identification Number 93 - 0663081							
that treat sex	ccordance with Los Angeles County Code, Section 4.32.010, the Proposer cert all persons employed by it, its affiliates, subsidiaries, or holding companies ted equally by the firm without regard to or because of race, religion, ancestry, rand in compliance with all antidiscrimination laws of the United States of Americalifornia.	are a	nd will be					
1.	The proposer has a written policy statement prohibiting any discrimination in all phases of employment.		YES NO					
	The proposer periodically conducts a self-analysis or utilization analysis of its work force.	0	YES NO					
3.	The proposer has a system for determining if its employment practices are discriminatory against protected groups.	er 0	YES					
4.	Where problem areas are identified in employment practices, the proposer has a system for taking reasonable corrective action to include establishment of goals and timetables.		YES NO					
Propose								
Authoriz	ed representative Grant Clack And							
Signatur	Date 5/11	/16						

### LIST OF SUBCONTRACTORS

Proposer is required to complete the following. Any Subcontractors listed must be properly licensed under the laws of the State of California for the type of service that they are to perform, AND THEIR LICENSE NUMBERS MUST BE LISTED HEREIN. Failure to do so may result in delay of the award of contract. Do not list alternate subcontractors for the same service.

Proposer in providing the requested services will not utilize Subcontractors. Proposer will perform all required services.

Name Under Which Subcontractor Is Licensed	License Number	Address	Specific Description of Subcontract Service
	n	//	
	V	/1	
		4	

# County of Los Angeles Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form

FIRM NAME: Stay Green Inc.											
	(WebVen) Vendo		143	37101							
	ALL BUSINESS		* *		E PRO	SRAM:					
As Loc	Local SBE, certified b	y the County of	Los Ar	ngeles, Inter	nal Servic	es Department	, I reque	est this pr	oposal/bid b	e considered fo	
	ached is a copy of Loc	cal SBE certifical	ion iss	sued by the	County.						
<b>FIRM/ORGAN</b> award, contra- disability.	<u>IZATION INFORMAT</u> ctor/vendor will be s	ION: The inform	regare	requested b d to race/e	elow is for thnicity, c	statistical purpolor, religion,	oses of Sex, na	nly. On fir tional ori	nal analysis a gin, age, se	and consideration	
Business St	ructure: Sole	Proprietorship	O F	artnership	I	Corporation		Vonprofit	Franc	hise	
Oth	ner (Please Specify): 5	5-(ort							Л		
Total Number of Employees (including owners): Z90											
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following category.  Owners/Partners/										No hara	
Race/Ethnic Composition			Associate Partners			Managers			Staff		
<b>*</b>			Male	Fer	nale	Male	Fe	male	Male	Fema	
Black/African American											
Hispanic/La						16	2	1	248	6	
	acific Islander				$\perp$		_				
American Ir	ndian			1							
Filipino											
White			1			9	3		1	3	
ERCENTAGE	OF OWNERSHIP IN	FIRM: Please in	ndicate	by percen	lage (%) h	ow <u>ownership</u>	of the fir	m is distr	ibuted.		
	Black/African American	Hispanic/ Lat	tino		r Pacific nder	American	Indian	FI	lipino	White	
Men	%		%		%	300000000000000000000000000000000000000	%		%	50	
	%		%		%	50	%		%		

## **GAIN and GROW EMPLOYMENT COMMITMENT**

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: <a href="mailto:GAINGROW@dpss.lacounty.gov">GAINGROW@dpss.lacounty.gov</a>.

Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

.0.	
A.	Proposer has a proven record of hiring GAIN/GROW participants.
	YES (subject to verification by County)NO
В.	Proposer is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.
	YESNO
C.	Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.
	YESNON/A (Program not available)
	ignature  Title  Operations Manager  Im Name  Date
Fi	m Name Stay Green Inc. Date 5/11/16

FORM PW-11

## TRANSMITTAL FORM TO REQUEST AN RFP SOLICITATION REQUIREMENTS REVIEW

A Solicitation Requirements Review must be received by the County within ten business days of issuance of the solicitation document

Proposer Name: 61 01 Canada Ta	Date of Request:
Project Title: Antelogo Valley	Project No. 2016-PA015
	ng requested because the Proposer asserts that they are being n(s): (check all that apply)
€ Application of Evaluation Criteria	
€ Application of Business Requirement	
	ess may result in the County not receiving the
I understand that this request must be receive solicitation document.	d by the County within ten business days of issuance of the
For each area contested, Proposer must expla ttach additional pages and supporting docum	ain in detail the factual reasons for the requested review.  mentation as necessary.)
	i/H
	P(
Request submitted by:	
(Name)	(Title)
For	County use only
Date Transmittal Received by County:	Date Solicitation Released:
Reviewed by:	
Results of Review - Comments:	
Date Response sent to Proposer:	

## **CHARITABLE CONTRIBUTIONS CERTIFICATION**

Stay Green Inc.		
Company Name		
26415 Summit Circle, Santa Clarita, CA 9135	ō	
Address		
93-0663081		
Internal Revenue Service Employer Identification Number		
NA		
California Registry of Charitable Trusts "CT" number (if applicable)		
The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirement Trustees and Fundraisers for Charitable Purposes Act, which regulate charitable contributions.	s to Califorres those rec	ia's Supervision of ceiving and raising
CERTIFICATION	YES	NO
roposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision or Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.		( )
OR	YES	NO
Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.	( )	( )
Signature 3/11/16 Date		
Name and Title (please type or print)		

# TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

	COMPANY NAME: Stay Green In	e.	
	COMPANY ADDRESS: 26415 Summit	Circle,	
	COMPANY NAME: Stay Green Fr COMPANY ADDRESS: 26415 Summit CITY: Santa Clarita	STATE: CA	ZIP CODE: 91350
<b>a</b>	I am <u>not</u> requesting consideration Preference Program.	n under the County	r's Transitional Job Opportun
he	ereby certify that I meet all the require	ments for this progra	im:
3	My business is a nonprofit con Code - Section 501(c)(3) and has be	rporation qualified u en such for three year	nder Internal Revenue Serv s (attach IRS Determination Let
_	I have submitted my three most rece	nt annual tax returns w	vith my application.
	I have been in operation for at least services to program participants.	one year providing tra	insitional job and related suppor
3	I have submitted a profile of our pro to help the program participants, information requested by the contrac	number of past prog	
	I declare under penalty of perjur information herein is true and corr		the State of California that
	PRINT NAME:		TITLE:
	SIGNATURE: Grant Clack	4	Operations Manager
	SIGNATURE:		DATE:
	Nach	Name of the second	5/11/16

### **REVIEWED BY COUNTY:**

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

# PROPOSER'S LIST OF TERMINATED CONTRACTS

PROPOSER'S NAME: Stay Green Inc.

Proposer has not had any contracts terminated in the past three years.

those contracts term terminated, please at Proposer or not. An noted that contracts	ninated by an agency or firm ttach an explanation on a <u>sepa</u> ny and all terminated contracts	before the contract's rate sheet, whether the should be accompani	hree years. Terminated contracts ar expiration date. If a contract(s) wa e termination was at the fault of the ed with an explanation. It should bunty is only seeking information or
SERVICE:	TERMINATING DATE:	SERVICE:	TERMINATING DATE:
NAME OF TERMINATI	NG FIRM	NAME OF TERMIN	ATING FIRM
ADDRESS OF FIRM		ADDRESS OF FIRM	1
CONTACT PERSON:		CONTACT PERSOI	N:
TELEPHONE:		TELEPHONE:	
FAX:		FAX:	
E-MAIL:		E-MAIL:	
SERVICE:	TERMINATING DATE:	SERVICE:	TERMINATING DATE:
NAME OF TERMINATIN	NG FIRM	NAME OF TERMINA	ATING FIRM
ADDRESS OF FIRM	//	ADDRESS OF FIRM	
CONTACT PERSON:		CONTACT PERSON	l:
TELEPHONE:	24 (02.320) 100	TELEPHONE:	
FAX:		FAX:	
F-MAIL:	M /	E-MAIL:	
SIGNATURE	Glass	DATE: 5-11-	lle

# PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS

Proposer's N	lame: <u>Stay Green Inc.</u>
any tl	ser and/or principals are <b>not</b> currently involved in any pending litigation; are not aware or neatened litigation where they would be a party; and have not had any judgmented against them within the last five years as of the date of proposal submission.
pending litiga	d/or principals of the Proposer must list below (use additional pages if necessary) a ation, threatened litigation, and/or any judgments entered against them within the last of the date of proposal submission.
A. $\square$ Per	nding Litigation
1. 2. 3. 4. 5.	Against  Proposer;  Principal;  Both (check as appropriate)  Name of Litigation/Judgment:  Case Number:  Court of Jurisdiction:  Please provide a statement describing the size and scope of the pending/threatene litigation or judgment (use additional page if necessary):
R ∏ Pen	ding Litigation — [] Threatened Litigation — [] Judgment (check one)
1. 2. 3. 4. 5.	Against  Proposer;  Principal;  Both (check as appropriate)  Name of Litigation/Judgment:  Case Number:  Court of Jurisdiction:  Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):
Signature of	Proposer:

# ANTELOPE VALLEY LANDSCAPE MAINTENANCE SERVICES (2016-PA015) PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION

	Stay Green Inc	
Prop	poser's Name	
Addr	26415 Summit Circle, Sa	nta Clarita CA 91350
D	Proposer <u>will</u> procure, maintain, and provide	mply with the insurance coverage provisions set forth in nsurance Requirements, of this Request for Proposals, and the County with proof of insurance coverage in the coverage ection 5, throughout the entire term of the proposed contract,
	disqualified. Proposer will not comply with Section 5, Indemnification and Insurance Re not procure, maintain, and provide the Coun and types specified in Exhibit B, Section 5,	be determined nonresponsive and your proposal will be the insurance coverage provisions set forth in Exhibit B, quirements, of this Request for Proposais, and Proposer will ty with proof of insurance coverage in the coverage amounts throughout the entire term of the proposed contract, without
	interruption or break in coverage.	
	Mr 1	
Sig	gnature of Proposer:	Date: 5-11-16

# CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

The P	Proposer certifies that:	
Ø	To the best of its knowledge, after a rea in default, as that term is defined in Los Angeles County property tax obligat	asonable inquiry, the Proposer/Bidder/Contractor is not as Angeles County Code, Section 2.206.020.E, on any ion.  to comply with the County's Defaulted Property Tax
_		-OR-
	I am exempt from the County of Los pursuant to Los Angeles County Code, S	Angeles Defaulted Property Tax Reduction Program, Section 2.206.060, for the following reason:
l declar above	ere under penalty of perjury under the laws of is true and correct.	of the State of California that the information stated
Print N	Name: Grant Clack and	Title: Operations Manager
Signat	turo:	Date: 5.11.1/ a

# REQUEST FOR DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM CONSIDERATION FORM

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

In evaluating bids/proposals, the County will give preference to businesses that are certified by the State of California as a Disabled Veteran Business Enterprise (DVBE) or by the Department of Veterans as a Service Disabled Veteran-Owned Small Business (SDVOSB) consistent with Chapter 2.211 of the Los Angeles County Code.

Vendor understands that in no instance shall the disabled veteran business enterprise preference program price or scoring preference be combined with any other County preference program to exceed 8 percent in response to any County solicitation.

Information about the State's DVBE certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at <a href="http://www.pd.dgs.ca.gov">http://www.pd.dgs.ca.gov</a>.

Information on the Veteran Affairs Disabled Business Enterprise certification regulations may be found in the Code of Federal Regulations, 38CFR 74, and is also available on the Veterans Affairs Website at: <a href="http://www.vetbiz.gov">http://www.vetbiz.gov</a>.

4	I AM NOT a DVBE certified by the State of California or a Service Disabled Veteran-Owned
	Small Business with the Department of Veteran Affairs.

I AM certified as a DVBE with the State of California or a Service Disabled Veteran-Owned
Small Business with the Department of Veteran Affairs as of the date of this proposal/bid
submission and I request this proposal be considered for the DVBE Preference.

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

Name of Firm: Stay Green Inc.	County Webven No. 12432101
Print Authorized Name: Grant Glack	Title: Operations Manager
Authorized Signature:	Date: 5/11/16

APPROVED	DISAPPROVED	DATE
2000		
	APPROVED	APPROVED DISAPPROVED

# PROPOSER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE RFP ANTELOPE VALLEY LANDSCAPE MAINTENANCE SERVICES (2016-PA015)

Important Note: The information on this form is subject to verification and will not be used for scoring purposes.

requirement(s) of this RFP, any inconsistencies or inaccuracy in the information provided on this form, and/or your Proposal Submission, may Completing this form by itself without including detailed narrative(s)/resume in your Proposal Submission to support the minimum mandatory subject your Proposal Submission to disqualification or other actions, at the sole discretion of the County.

At the time of Proposal Submission, Proposer must meet the following minimum requirements:

1. Proposer or its managing employee must have a minimum of three years of experience providing landscape maintenance services.

Yes. Proposer or its managing employee does meet the experience requirement stated above.

Years of Experience	Proposer or its Managing Employee's Name	Description of Experience
1970 - Present	Stay	thes worked in all areas of Hortzultural industry,
	Geen	from nursery to bardsape management, to sales,
	Tre.	Corporate management, purchasing, supervision and
	-Fich Angelo	Fich Angelo Markefing.

- No. Proposer or its managing employee does not meet the experience requirement stated above. If you check this box, your Bid Submission will be immediately disqualified as non-responsive.
- Proposer or its managing employee must hold a valid/active Contractors C-27, Landscaping Contractor's License, California Qualified Applicator License, and California Pest Control Business License issued by the State of California. c,
- Yes, Proposer or its managing employee has submitted proof of a valid/active Contractors C-27, Landscaping Contractor's License, California Qualified Applicator License, and California Pest Control Business License. Z
- No, Proposer or its managing employee has NOT submitted proof of a valid/active Contractors C-27, Landscaping Contractor's License, California Qualified Applicator License, and California Pest Control Business License.

Proposer and/or its subcontractor(s), if any, must submit proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5. Pending registrations will not be accepted. Yes, Proposer and/or its subcontractor(s), have submitted proof of a valid and active State of California Department of Industrial Industrial relations Public Works Contractor Registration. If you check this box, your proposal will be immediately No, Proposer and/or its subcontractor(s) have NOT submitted proof of a valid and active State of California Department of Relations Public Works Contractor Registration pursuant to Labor Code 1725.5 disqualified as non-responsive. Z က

misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected at the sole Proposer declares under penalty of perjury that the information stated above is true and accurate. Proposer further acknowledges that if any false, discretion of the County.

Title	Presolinia Manager	Date		2-11-10	
Signature	Nau	Firm Name	Show Green Two		)

# COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

### **APPLICATION FOR EXEMPTION**

The contract to be awarded pursuant to the County's solicitation is subject to the County of Los Angeles Living Wage Program (LW Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors must apply individually for consideration for an exemption from the LW Program. To apply, Contractors must complete and submit this form with supporting documentation to the County after the Mandatory Proposers Conference by the due date set forth in the solicitation document. Upon review of the submitted Application for Exemption, the County department will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the LW Program.

Company Na	ime:	
Company Ad	dress:	
City:	State:	Zip Code:
Telephone Nu	umber: Facsipale Number: Email A	ddress:
Awarding Dep	partment:	Contract Term:
pe of Servi	ce:	
Contract Dolla	ar Amount:	Contract Number (if any):
months under	has received an aggregate sum of ess than \$25,000 during the preceding 12 rone or more Proposition A contracts and/or cafeterial services contracts, including contract amount	Yes No
am requi ocumenta	uesting an exemption from the LW Program for the ation that supports your claim to this form). Please check	following reason(s) (attach a
☐ My t	business is subject to a bona fide Collective Bargaining Agreen	nent (attach agreement); AND
	the Collective Bargaining Agreement expressly provides the of the Living Wage Program; OR	at it supersedes all of the provisions
	the Collective Bargaining Agreement expressly provides that provisions of the Living Wage Program (I will comply with Program not expressly superseded by my business' Collect	h all provisions of the Living Wage
declare u	nder penalty of perjury under the laws of the State of Cali	fornia that the information hereir
true and	correct.	
NT NAME:		TITLE:
GNATURE:		DATE:

# **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 proceeding 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.

### **COUNTY OF LOS ANGELES**

# ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE FOR LIVING WAGE ORDINANCE AND CONTRACTOR NONRESPONSIBILITY DEBARMENT

The undersigned individual is the owner or authorized agent (Agent) of the business entity or organization ("Firm") identified below and makes the following statements on behalf of his or her Firm.

The Ag	gent is required to check each of the following two boxes:	
LIVING	WAGE ORDINANCE:	
	The Agent has read the County's Living Wage Ordinand and understands that the Firm is subject to its terms.	e (Los Angeles County Code, Section 2.201.010 through 2.201.100)
CONTR	RACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBA	RMENT ORDINANCE:
	The Agent has read the County's Determinations of Contrac County Code Section 2.202.010 through 2.202.060), and und	tor Nonresponsibility and Contractor Debarment Ordinance (Los Angeles ierstands that the Firm is subject to its terms.
LABOR	R LAW/PAYROLL VIOLATIONS:	
working	or Law/Payroll Violation" includes violations of any federal, stat g conditions such as minimum wage, prevailing wage, living wage wage, living wage	e or local statute, regulation, or ordinance pertaining to wages, hours or vage, the Fair Labor Standards Act, employment of minors, or unlawful
His	story of Alleged Labor Law/Payroll Violations (Check One):	
	The Firm HAS NOT been named in a complaint, claim, investwhich involves an incident occurring within three (3) years	stigation or proceeding relating to an alleged Labor Law/Payroll Violation of the date of the proposal; OR
	The Firm HAS been named in a complaint, claim, investigation involves an incident occurring within three (3) years of Labor/Payroll/Debarment History form with the pertinent info	on or proceeding relating to an alleged Labor Law/Payroll Violation which the date of this proposal. (I have attached to this form the required prmation for each allegation.)
His	story of Determinations of Labor Law /Payroll Violations (Ci	
_	I nere HAS BEEN NO determination by a public entity within Labor Law/Payroll Violation; OR	three (3) years of the date of the proposal that the Firm committed a
	Law/Payroll Violation. I have attached to this form the required for each violation (including each reporting entity name, calcium, and nature and disposition of each violation or	ree (3) years of the date of the proposal that the Firm committed a Labor ired Labor/Payroll/Debarment History form with the pertinent information se number, name and address of claimant, date of incident, date claim finding.) (The County may deduct points from the proposer's final evaluation points available with the largest deductions occurring for
HISTOR	Y OF DEBARMENT (Check one):	
	The Firm HAS NOT been debarred by any public entity during	the past ten (10) years; OR
	The Firm HAS been debarred by a public entity within the preporting entity name, case number, name and address of claim each violation or finding) on the attached Labor/Payroll/Debarred	past ten (10) years. Provide the pertinent information (including each mant, date of incident, date claim opened, and nature and disposition of nent History form.
declare	under penalty of perjury under the lawy to the State of Cal	ifornia that the above is true, complete and correct.
Tiersi	Agent's Authorized Signature	Print Name and Title
Frint Nan	ne of Firm Stay Green Inc.	Date 5-11-16
	7	

**FORM LW-5** 

# COUNTY OF LOS ANGELES LIVING WAGE PROGRAM LABOR/PAYROLL/DEBARMENT HISTORY

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.

A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.

A debarment by a public entity listed below within the past ten years.

Additional Pages are attached for a total of

P:\ASPUB\CONTRACT\CONTRACTING FORMS\RFP\TOF-PROPA-10-2-08.DOCDOC PW Rev. 12/2002

Print Name of Firm:

Print Address of Firm:

26415 DW	mmit Circle	Grant Clack Mail
City, State, Zip Code Sounta Clar	ita ca 91350	Print Name and Title: Grant Clark Derations mar.
Public Entity Name		
Public Entity	Street Address:	
Address:	City, State, Zip:	
Case Number/Date	Case Number:	
Claim Opened:	Date Claim Opened:	
Name and Address of Claimant:	Name: Street Address City, State, Zy:	//
Description of Work: (	e.g., Janitoral)	11
Description of Allegation and/or Violation:		
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)		

**FORM LW-6** 

## **GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS**

Proposer Name: Stay Green Inc.  Contracting Department: Rayrdl  Department Contact Person: Shirley Glburn  Phone: (661) 291 - 2805	(Deduction is taken from points available)	N the maximum evaluation
	Proposer Fully Disclosed	Proposer <i>Did Not</i> Fully Disclose
MAJOR County determination, based on the Evaluation Criteria, that proposer has a record of very serious violations.*	8 - 10% Consider investigating a finding of proposer non-responsibility**	16 - 20%  Consider investigating a finding of proposer non-responsibility**
SIGNIFICANT County determination, based on the Evaluation Criteria, that proposer has a record of significant violations.*	4 - 7%	8 - 14% Consider investigating a finding of proposer non-responsibility**
MINOR  County determination, based on the Evaluation Criteria, that roposer has a record of relatively minor violations.*	2 - 3%	4 - 6%
INSIGNIFICANT  County determination, based on the Evaluation Criteria, that proposer has a record of very minimal violations.*	0 - 1%	1 - 2%
NONE County determination, based on the Evaluation Criteria, that proposer does not have a record of violations.*	0	N/A

### **Assessment Criteria**

\* A 'Labor Law/Payroll Violation' includes violations of any Federal, State or local statute, regulation or ordinance pertaining to wages, hours, working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination. The County may deduct points from a proposer's final evaluation score only for Labor Law/Payroll Violations with disposition by a public entity within the past three years of the date of the proposal.

The assessment and determination of whether a violation is major, significant, minor, or insignificant and the assignment of a percentage deduction shall include, but not be limited to, consideration of the following criteria and variables:

_	Accuracy	ın	self-	repo	orting	by	proposer

Health and/or safety impact

Number of occurrences

Identified patterns in occurrences

Dollar amount of iost/delayed wages

Assessment of any fines and/or penalties by public entities

Proportion to the volume and extent of services provided, e.g., number of contracts, number of employees, number of locations, etc.

County Code Title 2, Chapter 2.202.030 sets forth criteria for making a finding of contractor non-responsibility which are not limited to the above situations.

## PROPOSER'S EMPLOYEE BENEFITS

Proposer: Stay Green Inc.	
Name of Proposer's Health Plan:	Date: 5/11/16
Medical Insurance/Health Plan:  MEC or MEC+#S 47.	<b>2</b> 6
Employer Pays \$ 0 Employee Pays \$ 29.42 Total Mo. Premium \$ 5	save
Annual Deductible	C-Only preventative services cover Health Select-provided I limited benerits por:  . Physician Service . Outpatient Service . Inpatient Service
Dental Insurance:	
nployer Pays \$Employee Pays \$Total Mo. Premium \$	3.44
Life Insurance:	
Employer Pays \$ N/A Employee Pays \$ Total Mo. Premium \$ Personal time Off Vacation:  Cardener or Crew Leader/Irrigate/tree Cardener of Days and	ne 5 days per year
Any increase after years of employment, number of days or hours	10
Sick Leave:	
Number of Days 3 and	
Any increase afteryears of employment, number of days or hours	
Holidays: Number of Days per year	
Retirement: N/P	
Retirement: NA Page Page Page Page Page Page Page Page	

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT:

ANTELOPE VALLEY LANDSCAPE MAINTENANCE SERVICES (2016-PA015)

INITIAL TERM - 1 OF 2 APRIL 1, 2017 - DEC. 31, 2017

BIDDER: Stay Green Inc.

	101					+				
\$ 13,003.50	Other Costs (5+6+7+8)	Total Othe								
s 8, 245, 50					(8) Profit	(8)				
\$ 1,750,00			(7) General and Administrative Costs	nd Admini	General a	(7)				
\$ 1,500,000			Costs	d Supply	(6) Service and Supply Costs	(6)				
\$ 1.500.00				t Costs	(5) Equipment Costs	(5)				
\$ H,0x	Total Employee Benefits (1+2+3+4)	Total Employee B								
\$ 8.75			ח	nd Pensio	(4) Welfare and Pension	(4)				
\$ 3,750,00		tion	(3) Payroll Taxes & Workers' Compensation	xes & Wo	Payroll Ta	(3)				
\$ 8				urance	(2) Health Insurance	(2)				
s Z99.00			(1) Vacations, Sick Leave, Holiday	Sick Lea	Vacations	(3)				
s 18 486.00	Total Salaries			:						Comments/Notes:
\$					ŀ			L		
\$				_	_	_	_			
\$						-		L		
\$										
\$				-	-	L				
\$							_		L	
\$							L			
\$6,669.00	# ) 4, 25	468	12		Z	٢		٤		Lorbores
\$ 1.00.00	16.50		6		2 2	6.1	73			Lavorer
\$ 7.956.00	917.00	09h	7.1		Ч	ч		ᅩ		Crew leader
COST	WAGE RATE**	HOURS (39 x Hrs	PER WEEK	SAT	THU FRI	WED T	TUE	MON	SUN	(LIST EACH EMPLOYEE SEPARATELY)
	HOURLY	APPROXIMATE	HOURS	<b>1</b>	<sup>*</sup>	HOURS PER DAY	HOURS			POSITION/TITLE *

All employees shown must be FULL-TIME employees of the Bidder unless exemption to use Part-Time employees has been granted by the County.

shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2. Schedule of Prices, shall prevail. estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Bidder's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification, hourly and annual wages to be paid to each classification, estimated annual payroll taxes; Note: This cost methodology is to show, in detail, how the Bidder arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance

	1/10/1	Sul	Yay Green Inc. July
	`		within the requirements of the Bid.
under penalty of perjury that the information is true and accurate	o me at this time and I declare	from records that are available to	The above information was compiled t

Name of Bidder

Signature

<sup>\*\*</sup> Living wage rate shall be at the wage rate as set forth in Form LW-3, Living Wage Rate Annual Adjustments.

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: ANTELOPE VALLEY LANDSCAPE MAINTENANCE SERVICES (2016-PA015)

FORM LW-8.1 FORM LW-8.1 INITIAL TERM - 2 OF 2

JAN. 1, 2018 - MARCH 31, 2018

BIDDER: Stay breen Inc.

\$ 11,642,25	TOTAL PRICE  \$					ŀ		ı	l	
1						ļ				
s 4 334.50	Other Costs (5+6+7+8)	Total Othe								
\$ 2,748.50					(8) Profit	(8)				
\$ 586.00			(7) General and Administrative Costs	d Admini	General an	3				
\$ 500.00			Costs	Supply	(6) Service and Supply Costs	(6)				
\$ 500.00				Costs	(5) Equipment Costs	(5)				
\$ 1.345.75	Total Employee Benefits (1+2+3+4) \$	Total Employee I								
\$ 2,75				d Pension	(4) Welfare and Pension	( <del>4</del> )				
\$ 1,250.60		tion	(3) Payroll Taxes & Workers' Compensation	es & Wo	Payroll Tax	(3)				
\$ 10				rance	(2) Health Insurance	(2)				
\$ 95.00			ve, Holiday	Sick Leav	(1) Vacations, Sick Leave, Holiday	3				
\$ 6,162.00	Total Salaries									Comments/Notes:
\$					_	L	L	L	L	
\$								_	_	
\$								L		
G						_	L			
49									_	
₩ .						L				
<b>6</b> 5										
\$ 2,223.00	H-1	156	12		r L	2	_	2		aborts
\$ ,287.00	\$ 16.50	78	6		2 2		12			Laborer
\$ 2652.00	\$ 17.00	156	12		Ч	4		Σ		Crew reader
COST	WAGE RATE**	HOURS (13 x Hrs	PER WEEK	SAT	THU FRI	WED 1	TUE V	MON	SUN	(LIST EACH EMPLOYEE SEPARATELY)
	HOURLY	APPROXIMATE	HOURS		~	HOURS PER DAY	HOURS	1		POSITION/TITLE *

All employees shown must be FULL-TIME employees of the Bidder unless exemption to use Part-Time employees has been granted by the County.

estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Bidder's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2, Schedule of Prices. When there is a discrepancy between the price quoted in Form PW-2. Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2. Schedule of Prices, shall prevail laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; Note: This cost methodology is to show, in detail, how the Bidder arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance

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1/10/17 Date

Name of Bidder

<sup>\*\*</sup> Living wage rate shall be at the wage rate as set forth in Form LW-3, Living Wage Rate Annual Adjustments.

FORM LW-8.2

OPTION YEAR 1 - 1 of 2

APRIL 1, 2018 - DECEMBER 31, 2018

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: ANTELOPE VALLEY LANDSCAPE MAINTENANCE SERVICES (2016-PA015)

BIDDER: Stary Gram Inc.

POSITION/TITLE \* (LIST EACH EMPLOYEE SEPARATELY) Comments/Notes: A Yorki 6 000 P SUN MON 2 **JUE** HOURS PER DAY WED (4) Welfare and Pension (3) Payroll Taxes & Workers' Compensation (2) Health Insurance (8) Profit (7) General and Administrative Costs (6) Service and Supply Costs (5) Equipment Costs (1) Vacations, Sick Leave, Holiday 뒫 N 됬 2 2 SAT PER WEEK HOURS 12 5 APPROXIMATE Total Employee Benefits (1+2+3+4) HOURS (39 x Hrs 469 463 734 Total Other Costs (5+6+7+8) ₹ 17.00 WAGE RATE\*\* TOTAL PRICE 16.50 15.00 Total Salaries HOURLY \$36976.50 \$ 13,664.50 \$ 18 \$7,020,00 \$3.861.00 90 1,500.00 956.00 099.80 170.00 770.50 500,00 900.00 937.00 8 0

discrepancy between the price quoted in Form PW-2. Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2. Schedule of Prices, shall prevail estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Bidder's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2, Schedule of Prices. When there is a laborer, working supervisor, etc.), hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; Note: This cost methodology is to show, in detail, how the Bidder arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance

it this time and I declare	The above Information was complied from records that are available to me at this time and I declare under penalty of powithin the requirements of the Rid
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Name of Bidder

Signature

All employees shown must be FULL-TIME employees of the Bidder unless exemption to use Part-Time employees has been granted by the County

Living wage rate shall be at the wage rate as set forth in Form LW-3, Living Wage Rate Annual Adjustments.

OPTION YEAR 1 - 2 of 2

JAN 1, 2019 - MARCH 31, 2019

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: ANTELOPE VALLEY LANDSCAPE MAINTENANCE SERVICES (2016-PA015)

BIDDER: Stay Green for

TOTAL PRICE   \$ 17, 525,50	TOTAL PRICE					F				
						+				
П						-				
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\$ 500.00			Costs	Supply (	(6) Service and Supply Costs	(6)				
\$ 500.00				Costs	(5) Equipment Costs	(5)				
١, ५,	Total Employee Benefits (1+2+3+4) \$	Total Employee								
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\$ 1,300,00	i	tion	(3) Payroll Taxes & Workers' Compensation	es & Woi	Payroll Tax	(3)				
\$			,	rance	(2) Health Insurance	(2)				
\$ 186.00			ve, Holiday	Sick Leav	(1) Vacations, Sick Leave, Holiday	3				
\$6,279.00	Total Salaries		:			_				Comments/Notes:
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COST	WAGE RATE**	per wk)	PER WEEK	SAT	THU FRI	WED 1	TUE W	T NOM	SUN	(LIST EACH EMPLOYEE SEPARATELY)
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	HOURLY	APPROXIMATE	HOURS		۶ 	PER DA	HOURS PER DAY			POSITION/TITLE *

All employees shown must be FULL-TIME employees of the Bidder unless exemption to use Part-Time employees has been granted by the County.

Living wage rate shall be at the wage rate as set forth in Form LW-3, Living Wage Rate Annual Adjustments.

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within the requirements of the Bid.	T I

Name of Bidder

Signature

FORM LW-8.3 OPTION YEAR 2 - 1 of 2

**APRIL 1, 2019 - DECEMBER 31, 2019** 

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: ANTELOPE V

ANTELOPE VALLEY LANDSCAPE MAINTENANCE SERVICES (2016-PA015)

BIDDER: Stey Green Inc.

POSITION/TITLE . (LIST EACH EMPLOYEE SEPARATELY) Comments/Notes: aborts 13-200/91 to the second SUN NON NON TUE HOURS PER DAY WED (8) Profit (7) General and Administrative Costs (6) Service and Supply Costs (5) Equipment Costs (4) Welfare and Pension (2) Health Insurance (3) Payroll Taxes & Workers Compensation (1) Vacations, Sick Leave, Holiday 뒫 됬 SAT PER WEEK HOURS APPROXIMATE HOURS (39 x Hrs Total Employee Benefits (1+2+3+4) 834 466 234 Total Other Costs (5+6+7+8) もし、この WAGE RATE\*\* **TOTAL PRICE** 18.00 17.50 Total Salaries HOURLY \$ 38.981.25 \$ 19,908. 814 400 . 78 \$8770.50 \$2,630.28 \$ 4,095,00 \$7,369. 1500,00 1,500,00 4,671.75 101.75 55B.00 7.00 24,00

discrepancy between the price quoted in Form PW-2. Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2. Schedule of Prices, shall prevail. shown as requested. These costs, plus the gross labor costs and projected profit, must match the total to the Bidder's annual price as quoted in Form PW-2, Schedule of Prices. When there is a estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Bidder's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be laborer, working supervisor, etc.), hours to be worked daily, weekly, and annually by each classification, hourly and annual wages to be paid to each classification, estimated annual payroll taxes Note: This cost methodology is to show in detail, how the Bidder arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance

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The above information was complied from records that are smilable to me at this time and I declare under penalty of perjury that the information is true and accurate within the requirements of the Rid	n records that are syn	The above information was complied from

Name of Bidder

Signature

All employees shown must be FULL-TIME employees of the Bidder unless exemption to use Part-Time employees has been granted by the County

Living wage rate shall be at the wage rate as set forth in Form LW-3, Living Wage Rate Annual Adjustments.

FORM LW-8.3 OPTION YEAR 2 - 2 of 2

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: ANTELOPE VALLEY LAN

BIDDER:

Stay Green Inc.

ANTELOPE VALLEY LANDSCAPE MAINTENANCE SERVICES (2016-PA015)

OPTION YEAR 2 - 2 of 2 JAN 1, 2020 - MARCH 31, 2020

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COST	WAGE RATE**	HOURS (13 x Hrs	PER WEEK	SAT	THU FRI	WED 1	TUE V	MON	SUN	(LIST EACH EMPLOYEE SEPARATELY)
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All employees shown must be FULL-TIME employees of the Bidder unless exemption to use Part-Time employees has been granted by the County.

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	ne at this time and I declare un
	der penalty of perjury that the
	information is true and accura-
	vithin the requirements of the Bid.

Name of Bidder

Signature

Living wage rate shall be at the wage rate as set forth in Form LW-3, Living Wage Rate Annual Adjustments

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: ANTELOPE VALLEY LANDSCAPE MAINTENANCE SERVICES (2016-PA015)

**OPTION YEAR 3** FORM LW-8.4

BIDDER: Stay Green Tuc.

APRIL 1, 2020 - MARCH 31, 2021

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10.494.04 s	Other Costs (5+6+7+8)	Total Othe								
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\$ 2,000.00			Costs	1 Supply	(6) Service and Supply Costs	(6) S				
\$ 2,300.04				Costs	(5) Equipment Costs	(5) E				
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\$ 16.00			ם	d Pension	(4) Welfare and Pension	(4) V				
\$ 576900		tion	(3) Payroll Taxes & Workers' Compensation	es & Wo	ayroll Tax	(3) F				
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\$ 744.00			(1) Vacations, Sick Leave, Holiday	Sick Lear	acations,	(1) \				
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COST	WAGE RATE**	per wk)	PER WEEK	SAT	FRI	WED THU	TUE W	MON T	SUN	(LIST EACH EMPLOYEE SEPARATELY)
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	HOURLY	APPROXIMATE	HOURS		,	HOURS PER DAY	HOURS F	_		POSITION/TITLE *

All employees shown must be FULL-TIME employees of the Bidder unless exemption to use Part-Time employees has been granted by the County.
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Name of Bidder	within the requirements of the Bid.	ine above information was complied from records that are spliable to me at this time and I declare under penalty of
Signature	MI	ecords that are sillable to me at this tim
Date	1/10/17	e and I declare under penalty of perjury that the information is true and accurate

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT: ANTELOPE VALLEY LANDSCAPE MAINTENANCE SERVICES (2016-PA015)

**OPTION YEAR 4** FORM LW-8.4

APRIL 1, 2021 - MARCH 31, 2022

BIDDER: Stay Green Inc.

TOTAL PRICE \$54,371,00	TOTAL PRICE					-	l		l	
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\$ 19,994.04	Other Costs (5+6+7+8)	Total Othe								
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\$ 2,000.00			Costs	(6) Service and Supply Costs	rvice and	(6) Se				
\$ 2,300.04				Costs	(5) Equipment Costs	(5) Eq				
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\$ 5,930.00		ation	(3) Payroll Taxes & Workers Compensation	es & Wor	yroll Tax	(3) Pa				
\$				rance	(2) Health Insurance	(2) He				
\$ 744.00			(1) Vacations, Sick Leave, Holiday	Sick Leav	cations,	(1) Va				
\$27,636.96	Total Salaries						i			Comments/Notes:
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COST	WAGE RATE**	HOURS (52 x Hrs	PER WEEK	SAT	FRI	DHT D	E WED	MON TUE	SUN	(LIST EACH EMPLOYEE SEPARATELY)
	HOURLY	APPROXIMATE	HOURS		-	HOURS PER DAY	URS P	-	2	POSITION/TITLE *

All employees shown must be FULL-TIME employees of the Bidder unless exemption to use Part-Time employees has been granted by the County.
 Living wage rate shall be at the wage rate as set forth in Form LW-3, Living Wage Rate Annual Adjustments.

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July 1	11111	m records that are any higher to me at the
41012	•	to me at this time and I declare under penalty of pe
		rjury that the information is true and accurate

Name of Bidder

Signature

# ANTELOPE VALLEY LANDSCAPE MAINTENANCE SERVICES (2016-PA015) WAGE AND HOUR RECORD KEEPIL FOR LIVING WAGE CONTRACTS

# INSTRUCTIONS

uses and the internal controls in place to ensure compliance with State and Federal labor regulations and record keeping requirements. In order to appropriately evaluate this area (Part I, Section 4.D, Evaluation Criteria), it is critical that the Proposer submit a detailed description of The contractor selected through this RFP process will be required to comply with State and Federal labor regulations and record keeping requirements. The objective of this questionnaire is to determine the appropriateness, scope, and suitability of the procedures the Proposer the processes and the steps associated with those processes. Answer all questions thoroughly and in the same sequence as provided below. If a question is not applicable, indicate with "N/A" and explain why such question is not applicable. Provide additional details to ensure a clear picture of the Proposer's processes and controls. As used in this questionnaire, the term Proposer includes the business entity that will provide the proposed services. Attach an actual sample copy of timesheet, paycheck, and pay stub.

# ADDITIONAL PAGES MAY BE ATTACHED OR RESPONSES CAN BE PROVIDED IN A SEPARATE DOCUMENT. IDENTIFY EACH RESPONSE BY THE CORRESPONDING QUESTION NUMBER.

	QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
-	TRACKING HOURS WORKED	1.1 - Hours are tracked by logging in to their Cell mars to
=======================================	How does the Proposer track employee hours actually worked?	an application called Boss Mobile which tracks all hours
1.2.	1.2. Where do the Proposer's employees report to work at the beginning of their shift? At the work location or a central site with travel to the worksite?	- 1
1.3.	1.3. If the employees report to a central site with travel to the worksite, when does the Proposer	to worksite.
	consider the employees' shift to have started? At a central site or upon arrival at the work location?	1.3 - The Shift Starts at Central Site.

	F M LW-9
QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
2. REPORTING TIME How does the Proposer know employees actually reported to work and at what time? For example, sign-in sheets, computerized check in, call-in system, or some other method?	Time is entered in a computer system and verished by a Supervisor for final veview. Firm knows employees start work toy logging in to their cell phones to an application called Boss mobile which tracks all hours worked.
<ol> <li>RECORDS OF ACTUAL TIME WORKED</li> <li>What records are created to document the beginning and ending times of employee's actual work shifts?</li> <li>What records are maintained by the Proposer of actual time worked?</li> </ol>	3.1 - Our Boss Mobile application generates a record that Shaws In our Computer system.  Compleyees Start working when they log in to their cell chares 3.2 - The records are created and maintained by the organ leader through the Parse maintained by the
<ul><li>3.3. Are the records maintained daily or at another interval (indicate the interval)?</li><li>3.4. Who creates these records (e.g., employee, supervisor, or office staff)?</li></ul>	3.3 - The records are maintained daily.  3.4 - The Graw leader creates these records.
<ul><li>3.5. Who checks the records, and what are they checking for?</li><li>3.6. What happens to these records?</li><li>3.7. Are they used as a source document to create Proposer's payroll?</li></ul>	3.5 - The account manager cheeks the records for accuracy and any disorepancies.  3.6 - Records 08 time are hept in our computer
3.8. ATTACH ACTUAL COPIES OF THESE RECORDS (Please blank out any personal information).	

		FP TM LW-9
	QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
4.1. 4.2. 4.4.	OTHER RECORDS USED TO CREATE PAYROLL (IF ANY)  1. If records of actual time worked are not used to create payroll, what is the source document that is used?  2. Who prepares and who checks the source document?  3. Does the employee sign it?  4. Who approves the source document, and what do they compare it with prior to approving it?	
3 1		
ເດ	BREAKS	5.1 - The employee is advised that they need to take two
5.1.	<ol> <li>How does the Proposer know that employees take mandated breaks and meal breaks (periods)?</li> </ol>	lo min breaks & 30 min lunch. Hours are checked by the emplaye logging in and out of their Cell phone application.
5.2	2. Does the Proposer maintain any written supporting documentation to validate that the breaks actually occurred?	5.2 - Time sheets are signed by both employees + Supervisors
5.3	<ol> <li>If so, who prepares, reviews, and approves such documentation?</li> </ol>	5.3 - Employees + Superations

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# HOW PAYROLL IS PREPARED

- and how the Proposer ensures that employee Discuss how the Proposer's payroll is prepared wages are appropriately paid.
- straight time and overtime or are separate If by check, do they receive a single check for payments made?
- What information is provided on the check (e.g., deductions for taxes, etc.)? 6.4.
- ATTACH A COPY OF A PAY
  CHECK AND PAY CHECK STUB
  THAT SHOWS DEDUCTION **EMPLOYEE INFORMATION)**

# RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

6.1 - Timie is entered in a computer system and verified by supervisors for final review. Information is then Imported into Paylocity.

How are employees paid (e.g., manually issued 6.2- Employees are paid by a Combination of methods) combination of methods of methods)?

Single check.

10.4 - pay stub provides deductions per takes, tool K etc. 6.3 - Straight time and overtime are prepared on a

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

# QUESTION

MANUAL PAYROLL SYSTEM

- describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check.
- 7.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid?

# 4

# AUTOMATED PAYROLL SYSTEM

- 8.1. If the Proposer uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll.
- 8.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the automated payroll system calculate total wages paid?
- 8.3. Is the calculation embedded in the software program, or does someone have to override the system to perform the calculation?

Reports are generated to excel and uploaded into purpoll services. We compare our papels to the reports in purpoll services for accuracy. Once confirmed of occuracy, payroll is submitted for processing.

The reports in excel are loaded with the multiple mage rates (of appliable) One we and the files to our purpoil armices, it's outboughtedly generated

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STAY GREEN INC 26415 Summit Circle Santa Clarita, CA 91350

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# **Additional Information Follows**

# **40 Years of Excellence**

### **Our Mission**

Stay Green Inc. is committed to being the leader in providing professional landscape services resulting in the highest level of client satisfaction.

### Our Vision

Stay Green Inc. will be the leading provider of complete professional landscape services and our industry's employer of choice in Southern California.

### **Our Environmental Commitment**

Stay Green Inc. led the way in adopting environmentally friendly landscaping practices within our industry and we will maintain our role as a leader by investigating and implementing new methods and technologies for the collective benefit of our clients and the communities in which we work.



# **Our Story**

Operating from the garage of their home in the San Fernando Valley, Richard and Charlene Angelo launched Stay Green Inc. in 1970 with one truck, a handful of residential customers, and a vision for providing the best landscape services anywhere.

In those early days, Rich personally serviced each account. His sense of professionalism guaranteed his customers' satisfaction, and the business grew quickly through referrals. Rich hired staff gradually to meet the demand, ensuring that he could train each new employee to do the work the Stay Green way.

Today, that passion for quality and service infuses everything we do for our clients. Headquartered in Santa Clarita, our company has more than 200 employees working in three divisions – Landscape Maintenance, Plant Health Care, and Tree Care – and services clients throughout Southern California.

Stay Green Inc. is recognized as a leading provider of high-quality landscape services to commercial, industrial, retail, and select residential properties. We have achieved a 95 percent customer retention rate, and received our industry's most prestigious awards.

We remain committed to continued growth, as well as leadership within our field. We consistently implement new technologies and techniques to improve our efficiency and effectiveness. And since we were among the first to investigate and adopt environmentally friendly landscaping practices, we continue to inspire others to do the same.

A new generation is helping to lead the way forward at our family-run company. Rich's son Chris serves as Stay Green's chief executive officer while Rich remains actively involved with the company's day-to-day operations. He can usually be found at a job site, or one of our yards, talking with crew members and instilling in them an appreciation for quality, the importance of service, and the pride that comes from doing a job the Stay Green way.

With a 40-year track record of client partnerships, beautiful properties, and inspired leadership, Stay Green Inc. is the natural choice for professional landscape services.



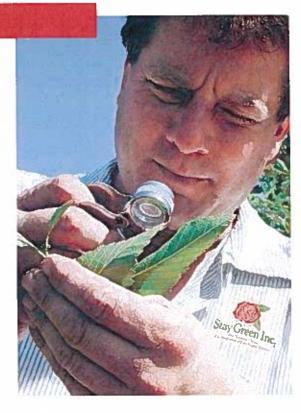
# Caring for your investment

Ensuring a healthy and beautiful landscape year-round requires more than weekly mowing and watering. It begins on the inside with the attention of our Plant Health Care Team. Staffed by trained horticultural professionals, the team enhances the beauty of residential and commercial settings through pest management, weed eradication, and fertilization programs.

Stay Green is licensed in California as a Pest Control Advisor (#4181) and Pest Control Operator (#75085). We are committed to using innovative techniques and applying effective and environmentally friendly materials to your property. We are on call 24/7 to respond to emergencies.

# Our customized care and expert attention includes:

- Disease and Pest Control Scheduled treatments protect trees, grasses, shrubs, flowers, and ground cover from common plant diseases, as well as snails, insects, rodents, and other pests.
- Weed Management Pre-emergent weed control stops invasive species from germinating, substantially reducing the need for hand weeding.
- Feeding and Fertilization Deep root
  fertilization and trunk injections boost tree health
  and guard against pests and diseases. Custom
  treatments based on soil analysis provide needed
  nutrients. Irrigation adjustments ensure landscaping
  receives the optimal amount of water while
  eliminating runoff.







# Caring for your trees

Trees provide a unique benefit to your landscape, and represent a sizable investment. Their long-term beauty and lasting value depend on expert, consistent care that Stay Green delivers through its comprehensive range of services.

Stay Green is a licensed tree care contractor and we are fully insured for any job, no matter its size or complexity. Our staff is comprised of trained arborists and crews certified by the International Association of Arboriculture. We make safety the top priority on every job, and work to protect both our personnel and your property throughout our time on the site.



# Stay Green is the natural choice for professional tree care as we offer:

- Annual Care and Management Plans
- 24-Hour Emergency Service
- Pruning, Thinning and Reduction
- Hazardous Tree Inspections and Removal
- · Deadwood Removal
- Stump Grinding and Removal
- Tree Health Consulting
- Tree Feeding and Fertilizing
- · Pest and Disease Control
- Cabling, Bracing, and Staking
- "Nuisance fruit" prevention







# The Stay Green Way

We maintain an unrelenting commitment to professionalism in every aspect of our company's operation. You'll notice it whenever you work with a member of our team, as we pride ourselves on courtesy, responsiveness, and follow-through. Less visible, but equally important, are our rigorous training and safety programs. Improvement is a never-ending process, and we're always looking to grow our people and refine our processes. We field a skilled and highly motivated work force. many of whom have been with the company a decade or more, ensuring consistent, professional service for our clients.

# Safety

- Employees must always wear clean uniforms and reflective safety vests.
- · Eve and ear protection are required to be worn when operating power equipment.
- Tree Care crew members wear proper equipment while on the job site, including hard hats, harnesses, boots, and gloves.
- Crews are trained to pause their work with power equipment when pedestrians pass through job sites.
- We conduct regular safety briefings to remind employees of our standards and ensure they comply with them.
- · We park our trucks in the safest possible location out of street traffic and mark them with cones.
- · Employee recognition program is tied to job
- · Power equipment is regularly inspected, cleaned, and maintained.
- · We comply with all city, state, and federal safety regulations.



# Training

- New employees undergo a thorough training program in which we teach them proper horticulture techniques and how to properly and safely operate all power equipment.
- Ongoing training efforts for employees focus on customer service, teamwork, operations, horticulture, safety, and business development.
- Tree Care crew members complete the International Society of Arboriculture certification process.
- Employees regularly attended conferences and seminars to stay ahead of emerging trends and issues in their specialty areas.



# Caring for your landscape in all four seasons

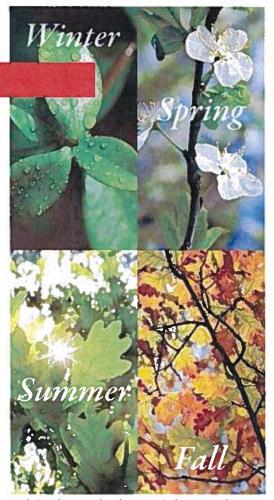
Stay Green has developed a proven, holistic approach to landscape care backed by 40 years of experience. Our work follows the natural rhythm of the seasons and yields visible and incomparable results for our clients and their properties. We focus our efforts on certain tasks, depending on the time of the year.

### Winter

- · Prune shrubs and plants as needed
- Mulch planter beds to regulate soil temperature
- · Apply pre-emergent weed control
- Trim trees to prevent wind damage
- Inspect and clean drainage systems

### **Spring**

- Mow lawns to proper length to promote strong roots
- Prune shrubs and plants to manage peak growth
- Continue weed control efforts
- Inspect and repair irrigation systems



· Mulch planter beds to inhibit weeds

### Summer

- · Mow lawns weekly to reduce water usage
- Prune shrubs and plants as they continue to grow
- Fertilize lawns, shrubs and trees
- Maintain irrigation systems during hottest season
- · Mulch planter beds to retain soil moisture

### Fall

- Mow lawns to maintain healthy growth
- Reseed lawns with winter-growing turf varieties
- Apply fertilizer to promote strong growth of new seeds
- · Replant flower beds with seasonal color
- Remove leaf debris created by shedding trees



# Off to a Great Start

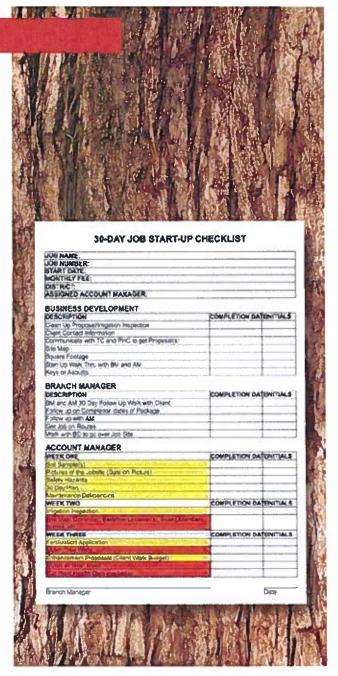
A critical component of our service is the Job Start-Up Checklist. As soon as we begin work on your site, we will immediately complete the checklist and share the results with you. A twophase effort, it will identify our immediate priorities for your property, as well as longer term areas of focus, and offer our suggestions for enhancing your landscape.

In the first 30 days, we will:

- Analyze the existing soil conditions and create a fertilization plan.
- Photograph the property, identify areas for improvement, safety hazards, and obvious deficiencies, and offer corrective suggestions.
- Conduct a comprehensive irrigation inspection and recommend improvements to lower your water usage and save money.

Within 90 days, we will:

- Develop site maps showing irrigation controls, backflow locations, areas of high visibility, and other noteworthy site features.
- Deliver a complete Plant Health Care Evaluation that includes a written report and recommenda tions for improvement.
- Mulch tree wells and focal areas of landscape to improve overall appearance.



Our Job Start-Up Checklist reviews in detail each of the steps we will take during the first three months on your site.

Yellow highlights identify items to be addressed within 30 days, and red highlights call out those items to be completed within 90 days.



# **Quality You Can See**

Stay Green employs a rigorous Quality Inspection Program to ensure our work exceeds your expectations.

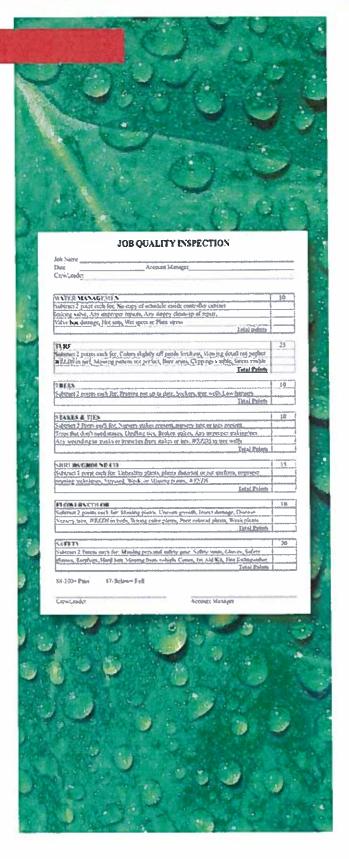
Your property will be regularly evaluated by our Account Manager and Crew Leader. They will review and score the property's appearance and the performance of the crew across seven categories:

- Water Management
- Turf
- · Trees
- · Stakes & Ties
- · Shrubs / Ground Cover
- · Flowers/Color
- Safety

A property is deemed to pass inspection if it earns 88 points or more out of a possible 100. Anything less is a failing score and the crew will take immediate action to bring the property up to standard.

First implemented more than 25 years ago, our Quality Inspection Program is a proven success. It leads to continuous improvement in our work, and a difference in quality that our clients can see for themselves.

We use the results from each inspection to evaluate and recognize our crews. They compete against each other to earn awards and incentives given to the top performers at our quarterly employee barbecues.





## WATER MANAGEMENT

Water is a valuable natural resource in California, requiring efficient management to ensure the availability of sufficient supplies to meet both the state and local area's agricultural domestic, industrial, and environmental needs. The increasing demands for water requires efficient use and elimination of waste as important strategies in the overall management of water resources. Efficient and effective management of the public's demand for water is also an important element in meeting the long term water needs of the state and locally in the Santa Clarita Valley (the Valley). The public simply needs to be provided the tools and education so that they can use water efficiently.

Stay Green, Inc. has aligned itself with the Santa Clarita Valley Family of Water Suppliers (the Suppliers) to execute a plan to ensure the efficient use of water in our Valley. The Santa Clarita Valley Water Use Efficiency Strategic Plan (the Plan) includes programs and projects that will most effectively reduce the per capita water use in the Valley. The goal of the Plan is to achieve a long-term reduction in water demand of at least 10 % over the next year.

# **IMPLEMENTATION**

Stay Green Inc. will perform a complete, comprehensive inspection and evaluation of the entire irrigation system servicing the landscaped areas of your property.

The inspection includes the following:

- All sprinkler and lateral lines
- All mainlines
- Controllers and timers, including timing schedules for all areas for the turf, trees and slopes.

From our evaluation, and with the budgetary constraints in mind, we will develop the following Water Conservation Action Plan:

- A two minute runoff test will be performed. This will help us determine how long the irrigation needs to be running for each of the areas.
- We will be doing multiple watering start times to lower the run times.
- Some of the stations that are not always needed to be running at all times will be shut down.
- More inspection time will be allocated so that we can have the Irrigation Technician make more trips to the jobsite(s).



# WATER MANAGEMENT (Continued)

- The Crew Leader will be responsible for minor adjustments, minor repairs, and feedback to the Irrigation Technician.
- The Irrigation Technician will physically inspect the irrigation on a monthly basis and will make the necessary repairs.
- Irrigation clocks will be adjusted monthly by the Irrigation Technician based on \*CIMIS satellite readings (Precipitation and evaporation).
- Emergency requests will be responded to within the hour.
- Mulch

Stay Green Inc. is committed in every way to the betterment of our society, the health of our citizens and the protection of our environment, through diligent maintenance practices.

As leaders of professional landscaping services in the Green Industry, we are confident that these steps will lower water usage.

\*The California Irrigation Management Information System (CIMIS) is a program in the Office of Water Use Efficiency (OWUE), California Department of Water Resources (DWR) that manages a network of over 120 automated weather stations in the state of California. CIMIS was developed in 1982 by the California Department of Water Resource and the University of California at Davis to assist California's irrigators manage their water resources efficiently. Efficient use of water resources benefits Californians by saving water, energy, and money.

# Sustainable Asset Protection Program

Your facility's grounds, landscapes, plants, waste and water management systems are all assets — and you invest resources in them with the goal of not only maintaining your property's value, but also enhancing it. Like any investment, you're looking to maximize consistent returns while minimizing financial exposure.

At Stay Green, it's our mission to help you maximize the value of your landscape asset portfolio and enjoy the returns on your investments.

We not only consider the costs of maintaining your landscape assets, but also how sustainable practices can result in greater cost efficiency and enhance your assets, adding value to your entire facility. With this goal in mind, Stay Green's team of experts utilizes sustainable practices that include:

- Recycling of Green Waste
- Addition of Soil Amendments
- Usage of Mulch
- Implementation of Water Management Programs and Analysis of Water Usage

Let us show you how these methods and more can make a real difference for your property. Stay Green can create a customized Sustainable Landscape Protection Program to reduce your overall costs, increase efficiency, manage environmental risk, improve asset value and make your facility more sustainable.

Protect and increase the value of your landscape assets with our Sustainable Asset Protection Program (SAPP) and save money, too.







Stay Green Inc.
Sustainability Practices



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# Stay Green is First Business in the SCV to Receive Award from Sen. Pavley

Santa Clarita, CA, Feb. 15 – Stay Green Inc. was the proud first recipient in the Santa Clarita Valley of Sen. Fran Pavley's monthly sustainability award, which is given to businesses and organizations throughout Pavley's 27th district that prioritize the environment.

Among Stay Green's earth-friendly practices are water conservation that has saved millions of gallons throughout the Santa Clarita Valley, turf conversions, green waste recycling and use of organic, sustainable foods for fertilizer. For example, in Santa Clarita's Fair Oaks Ranch neighborhood, Stay Green's use of WeatherTRAK water management resulted in an 18 percent reduction – more than



water management resulted in an 18 percent reduction – more than 2 million gallons – in water consumption in the first 11 months after the system's installation.

The award was presented to company founder and Executive Chairman Richard Angelo and President and CEO Chris Angelo on Friday by Kara Seward, deputy district director for Pavley, D-Agoura Hills.

"It's always an honor to receive recognition for all the hard work you put forth," Chris Angelo said.

Seward said Pavley has been presenting the awards for the last several years.

"It's a monthly sustainability award that recognizes businesses working to implement (environmental) strategies," she said.

She said Stay Green was a natural candidate for the award after seeing the company's dedication to conservation and sustainability.

Stay Green Inc. delivers the quality, expertise and resources that only an industry leader can provide, combining exceptional client service with an unsurpassed reputation for excellence that spans four decades.

Headquartered in Santa Clarita, the company now has more than 300 employees working in five divisions – Landscape Maintenance, Plant Health Care, Tree Care, Water Management Services and Landscape Design/Build Services. Stay Green serves clients throughout Southern California, and exercises positive environmental stewardship through its Sustainability Practices, which are applied across all service lines to help customers protect the environment as well as the bottom line.

Stay Green Inc. is recognized as a leading provider of high-quality landscape services, having achieved a 95 percent customer retention rate, along with receiving the industry's most prestigious awards. Learn more at <a href="https://www.StayGreen.com">www.StayGreen.com</a>

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# SAN FERNANDO VALLEY BUSINESS JOURNAL

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# **Running On Fumes Now** A Good Thing

Valencia landscaper goes 'green,' converts mowers to propane.

By Mark Madler Monday, June 16, 2014

Alternative-fueled vehicles have transformed passenger cars, mass-transit buses and even some trucks. So perhaps it shouldn't be a surprise the revolution has hit landscaping, an industry that essentially is green to begin with.

Stay Green Inc., a Valencia landscaping company with clients throughout Southern California, recently replaced its gasoline-powered mowers with new ones converted to use propane

That decision required the company to spend an extra \$300,000 on conversion kits, but it will both save money on fuel and eliminate harmful exhaust, said Chief Executive Chris Angelo.

"This is a way to reduce our carbon footprint while doing the same quality work that we've always done," said Angelo, 40, whose parents founded the company.

In May, Stay Green acquired 35 large John Deere & Co. riding mowers, which are used for large spaces such as parks, parkways and corporate campuses. However, the Moline, Ill. agricultural machinery manufacturer does not make a line of alternative-fueled landscaping equipment.

Instead, it works with EnviroGard, a Stanley, N.C. company that makes the



One of Stay Green's new mowers in action at a Santa Clarita condo complex.

propane conversion kits that are installed at dealers on both new mowers and older models. Stay Green bought its mowers from dealers Stotz Equipment and Cal-Coast Machinery.

Stay Green's initial investment in converting the mowers was higher than buying traditional gas mowers but it was able to make the switchover work financially due to the price of propane: \$1.99 a gallon versus \$4 a gallon for gasoline.

"Over time we can capture it back," said Angelo, who may highlight the propane mowers in his marketing.

More landscaping companies are changing over to propane mowers – at least that's the view of Charles House. the founder of AllPropaneMowers. com, a website sponsored by the propane industry that provides information on

propane as an alternative fuel.

For example, some franchises of U.S. Lawns, a commercial landscape company in Orlando, Fla., have switched to propane mowers, which House said results in equipment lasting longer: "There is less carbon build up in the engine and people are pleased with that."

Angelo said that Stay Green's experience operating the mowers so far has been positive and it plans to take delivery this summer on 30 smaller converted push mowers typical of what a homeowner would use.

"The mowers have same level of noise and power as the gas comparison," he said.

Stay Green is fully bonded, insured, and licensed as: Landscape Contractor (C-27, C-61 License# 346620) Certified Arborists (WE-5383-6432) Pest Control Advisor (4181) Pest Control Operator (75085) Certified California Water Auditor









### **Bid Information**

Bid Number: PW-AED964

Bid Title: ANTELOPE VALLEY LANDSCAPE MAINTENANCE SERVICES (2016-PA015)

**Bid Type:** Service **Department:** Public Works

Commodity: GROUNDS MAINTENANCE: MOWING, EDGING, PLANT (NOT TREE) TRIMMING, ETC.

Open Date: 4/20/2016

Closing Date: 5/19/2016 5:30 PM

Notice of Intent to Award: View Detail
Bid Amount: \$50,000

Bid Download : Not Available

Bid Description: PLEASE TAKE NOTICE that Public Works requests proposals for the contract for Antelope Valley

Landscape Maintenance Services (2016-PA015). This contract has been designed to have a potential maximum contract term of 5 years, consisting of an initial 1-year term and 4 potential additional 1-year option renewals. The total annual contract amount of these services is estimated to be \$50,000. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at http://dpw.lacounty.gov/aed/contracts or may be requested from Mr. Andres Campaz at (626) 458-4072 or acampaz@dpw.lacounty.gov, Monday through

Thursday, 7 a.m. to 5 p.m.

PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT http://dpw.lacounty.gov/aed/contracts.

Minimum Requirements: Proposers must meet all minimum requirements set forth in the RFP document including, but not limited to:

No Subcontractors will be allowed to fulfill any of the following Minimum Requirements.

- 1. Proposer or its managing employee must have a minimum of three years of experience providing landscape maintenance services.
- 2. Proposer or its managing employee must hold a valid/active Contractors C-27, Landscaping Contractor's license, California Qualified Applicator license, and California Pest Control Business license issued by the State of California.
- 3. Proposer and/or its subcontractor(s), if any, must submit proof of a valid and active State of California Department of Industrial Relations Public Works Contractor Registration pursuant to Labor Code 1725.5. Pending registrations will not be accepted.

A Proposers' Conference will be held on Thursday, May 5, 2016, at 9 a.m. Road Maintenance District 5 Headquarters, 38126 North Sierra Highway, Palmdale, California 93550, in the Conference Room. A mandatory walk-through for Road Maintenance District 5 Headquarters will be conducted immediately after the conference. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE AND WALK THROUGH IS MANDATORY. Public Works will reject proposals from those whose attendance at the conference and walk-through cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference, Proposers must submit questions in writing and request information for this solicitation within three business days from the date of the conference.

The deadline to submit proposals is Thursday, May 19, 2016, at 5:30 p.m. Please direct your questions to Mr. Campaz at the number listed on the previous page.

Follow-us on Twitter:

We encourage you to follow-us on Twitter @LACoBuildings and @LAPublicWorks for information on Public Works and instant updates on contracting opportunities and solicitations.

Contact Name: Andres Campaz Contact Phone#: (626) 458-4072

Contact Email: <a href="mailto:acampaz@dpw.lacounty.gov">acampaz@dpw.lacounty.gov</a>
Last Changed On: 4/20/2016 8:05:01 AM

# COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS CONTRACTOR'S UTILIZATION PARTICIPATION FOR ANTELOPE VALLEY LANDSCAPE MAINTENANCE SERVICES

### **SELECTED FIRMS**

Small-Sized Business Category Contractor Name	Local SBE	SBE	Minority	Women	Disadvantaged	DisabledVet
none						
Medium-Sized Business Category Contractor Name						
none						
Large-Sized Business Category Contractor Name						
Stay Green Inc.	n/a	n/a	n/a	n/a	n/a	n/a

# **NON-SELECTED FIRMS**

Small-Sized Business Category Contractor Name	Local SBE	SBE	Minority	Women	Disadvantaged	DisabledVet
none						
Medium-Sized Business Category Contractor Name						
Far East Landscape and Maintenance Inc.	Yes	n/a	Yes	n/a	Yes	n/a
Large-Sized Business Category Contractor Name						
none						