Health Services
LOS ANGELES COUNTY

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ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

26 DECEMBER 1, 2009

SACHI A. HAMAI
EXECUTIVE OFFICER

December 01, 2009

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

Dear Supervisors:

APPROVAL OF SIX LANDSCAPE MAINTENANCE AGREEMENTS
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)

SUBJECT

Approval of six new Proposition A Agreements with Accent Landscape Inc., American Heritage Landscape LP, Mariposa Landscapes Inc., and Parkwood Landscape Maintenance, Inc. for the continued provision of landscape maintenance services at Department of Health Services (DHS) facilities.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Make a finding that the landscape maintenance services, as described herein, continue to be performed more economically by the private sector.

2. Approve and instruct the Chairman of the Board of Supervisors to sign an Agreement with Accent Landscape Inc. (Exhibit I) for the provision of landscape maintenance services at Facility Group A (Harbor-UCLA Medical Center, Long Beach Comprehensive Health Center, and Wilmington Health Center) with an annual contract cost for routine landscape services of $309,571, and an annual contract cost of $71,109 for as needed, as funded, unscheduled services at a total maximum annual cost not to exceed $380,680, effective January 1, 2010 through December 31, 2012.

3. Approve and instruct the Chairman of the Board of Supervisors to sign two Agreements with Mariposa Landscapes Inc. (Exhibits II and III) for the provision of landscape maintenance services at Facility Group B (LAC+USC Healthcare Network, El Monte Comprehensive Health Center, La Puente Health Center, and H. Claude Hudson Comprehensive Health Center), with an annual contract cost for routine services of $337,584 and an annual contract cost of $90,036 for as needed, as funded, unscheduled services at a total maximum annual cost not to exceed $427,620, and Facility Group C (Martin Luther King, Jr. Multi-Service Ambulatory Care Center and Hubert H. Humphrey Comprehensive Health Center), with an annual contract cost for routine services of $215,322, and an annual contract cost of $69,453 for as needed, as funded, unscheduled services at a total maximum annual cost not to exceed $284,775, effective January 1, 2010 through December 31, 2012.

4. Approve and instruct the Chairman of the Board of Supervisors to sign two Agreements with American Heritage Landscape LP (Exhibits IV and V) for the provision of landscape maintenance services at Facility Group D (Olive View- UCLA Medical Center, Mid-Valley Comprehensive Health Center, and San Fernando Health Center), with an annual contract cost of $119,366 for routine landscape maintenance services, and an annual contract cost of $70,470 for as needed, as funded, unscheduled services at a total maximum annual cost not to exceed $189,836, and Facility Group F (Health Services Administration, Health Services Administration-Commerce, and Public Health-Central Health Center) with an annual contract cost of $62,541 for routine landscape maintenance services, and an annual contract cost of $41,064 for as needed, as funded, unscheduled services at a total maximum annual cost not to exceed $103,605, effective January 1, 2010 through December 31, 2012.

5. Approve and instruct the Chairman of the Board of Supervisors to sign an Agreement with Parkwood Landscape Maintenance Inc. (Exhibit VI) for the provision of landscape maintenance services at Facility Group E (Rancho Los Amigos National Rehabilitation Center), with an annual contract cost of $198,444 for routine landscape maintenance services, and an annual cost of $77,168 for as needed, as funded, unscheduled services at a total maximum annual cost not to exceed $275,612, effective January 1, 2010 through December 31, 2012.

6. Authorize the Interim Director of the Department of Health Services, or his designee, to extend the term of the three-year agreements for up to two (2) additional one-year periods and for an additional term extended beyond the stated expiration date on a month-to-month basis, for a period of time not to exceed six (6) months at the best interest of the County and upon written mutual agreement by the parties.

7. Authorize the Interim Director of the Department of Health Services, or his designee, to delete

facilities and to approve necessary changes to scope in services, subject to review and approval by County Counsel, Chief Executive Office, and notification to your Board.

8. Authorize the Interim Director of the Department of Health Services, or his designee, to execute and approve Cost-of-Living Adjustments (COLAs) in the option years, at the Director's discretion, consistent with the Board's COLA policy.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will allow for the continued provision of needed landscape maintenance services at DHS Facilities. The existing agreements expire on December 31, 2009.

DHS has been contracting out for landscape maintenance services under provisions of County Code 2.121.250 et seq., "Contracting with Private Businesses" (Prop A) since July 1986.

Contracting under Prop A guidelines continues to be cost effective and operationally feasible for the provision of landscape maintenance services.

Implementation of Strategic Plan Goals

The recommended action supports Goal 1, Operational Effectiveness of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The annual estimated net County contract costs for the provision of routine and unscheduled landscape services at DHS Facilities are identified in Attachment 1. A Cost Analysis for routine services was prepared for each Facility Group in accordance with Auditor-Controller guidelines and methodologies. The Department has determined that the contracts are cost effective. The Department determined that a Cost Analysis for unscheduled services should not be included because services are as needed, as funded, and not guaranteed.

The annual estimated net County contract cost for the six Agreements for the provision of routine landscape maintenance services at DHS Facilities is $1,242,828, with an estimated annual savings of $575,789 or 31.66 percent. The annual estimated net County contract cost for the six Agreements for the provision of unscheduled services at DHS Facilities is $419,300 at a total maximum annual contract cost of $1,662,128 for routine and unscheduled landscape maintenance services.

Attachments 1 through 4 provide additional information.

Funding is included in the DHS Fiscal Year (FY) 2009-10 Final Budget and will be requested as a continuing appropriation in future fiscal years' budgets.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Routine landscape maintenance services include: the maintenance of turf, flower beds, ground cover, shrubs, edging, the operation and maintenance of irrigation systems, weed control, and hazard reduction pruning. Unscheduled work includes but is not limited to aerification, fertilization, tree maintenance, pest and rodent control.

Landscape maintenance services fall under Proposition A guidelines and are subject to the provisions of the County's Living Wage Program. The agreements include the new Living Wage Ordinance rates pursuant to Title 2, Chapter 2.201.040, Payment of Living Wage. There is no employee impact.

The Agreements may be terminated for convenience by the County upon 10-calendar days advance written notice to the contractor.

The Agreements include all Board of Supervisors' required provisions, including the most recent provision - Defaulted Property Tax Reduction Program. Indemnification and insurance provisions have been approved by CEO Risk Management.

County Counsel has approved Exhibits I through VI as to use and form.

CONTRACTING PROCESS

In an effort to achieve efficiency in the contracting process, DHS issued a single Request For Proposals (RFP) to invite proposals for landscape maintenance services for one or more groups of facilities. The Proposition A (Prop A) RFP was released on January 23, 2009.

By the March 13, 2009 submission deadline, DHS received proposals from ten landscape vendors proposing on one or more groups of facilities.

Accent Landscape Inc., Mariposa Landscapes, Inc., American Heritage Landscape LP, and Parkwood Landscape Maintenance Inc. were selected as the successful proposers following completion of the competitive solicitation process conducted by DHS.

The successful proposers received the highest score by Facility Group in the RFP informed averaging evaluation process. The proposed Contractors were selected without regard to race, creed, or color. Contract negotiations with recommended proposers have been completed. The Department has obtained a Letter of Intent from each of the recommended proposers. Six out of ten landscape proposers requested a debriefing. There were no protests as a result of this solicitation.

DHS advertised the RFP in the Metropolitan News Enterprise and LA Bulletin newspapers and on the County of Los Angeles websites.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Award of the Agreement will not infringe on the role of the County in its relationship to its residents, and the County's ability to respond to emergencies will not be impaired. The Agreement will not result in reduced services. There is no employee impact as the services are currently being performed under current agreements.

Board approval of the recommended amendment will ensure the continued provision of necessary landscape maintenance services at DHS Facilities.

Respectfully submitted,

JOHN F. SCHUNHOFF, Ph.D.
Interim Director

JFS:pem

Enclosures

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

ATTACHMENT 1

DEPARTMENT OF HEALTH SERVICES
LANDSCAPE MAINTENANCE SERVICES
FACILITY GROUP COST SAVINGS ANALYSIS FOR
ROUTINE LANDSCAPE MAINTENANCE SERVICES

Facility Group	Annual County Estimated Avoidable Costs	Annual Contract Cost *	Annual Estimated Savings	Savings Percentage
A	$387,715	$309,571	$78,144	20.16%
B	$433,687	$337,584	$96,103	22.16%
C	$280,481	$215,322	$65,159	23.23%
D	$233,690	$119,366	$114,325	48.92%
E	$307,424	$198,444	$108,980	35.45%
F	$175,619	$62,541	$113,078	64.39%

*Does not include Unscheduled Work-Seasonal/Periodic Services

ATTACHMENT 2

COUNTY OF LOS ANGELES - DEPARTMENT OF HEALTH SERVICES

LANDSCAPE MAINTENANCE SERVICES-PROPOSITION A CONTRACTING

FACILITY GROUP COST COMPARISON FOR ROUTINE LANDSCAPE SERVICES

ESTIMATED AVOIDABLE COST vs. COST OF CONTRACTING

COUNTY OF LOS ANGELES - DEPARTMENT OF HEALTH SERVICES
LANDSCAPE MAINTENANCE SERVICES-PROPOSITION A CONTRACTING
FACILITY GROUP A
COST COMPARISON FOR ROUTINE LANDSCAPE SERVICES
ESTIMATED AVOIDABLE COST vs. COST OF CONTRACTING

COUNTY

DIRECT		
Salaries	$289,642	
Employee Benefits	$80,738	
Total Labor	$370,380	
Services & Supplies	$17,335	
TOTAL DIRECT COSTS	$387,715	
INDIRECT COSTS		
Total Overhead	$0	
Avoidable Overhead	$0	
	TOTAL AVOIDABLE COST	$387,715

CONTRACTOR

DIRECT		
Salaries	$154283	
Payroll Taxes & Workers Comp.	$53,999	
Total Labor	$208,282	
Misc. S&S & Other	$61,452	
TOTAL DIRECT COST	$269,734	
INDIRECT COSTS		
Employee Retraining	$0	
Contract Monitoring	$0	
Other (General Accounting, Gross Profit/Fee, Mgmt Overhead)	$39,837	
TOTAL INDIRECT COST	$39,837	
	TOTAL CONTRACT COST	$309,571
	ANNUAL ESTIMATED SAVINGS FROM CONTRACTING	$78,144

COUNTY OF LOS ANGELES - DEPARTMENT OF HEALTH SERVICES
LANDSCAPE MAINTENANCE SERVICES-PROPOSITION A CONTRACTING
FACILITY GROUP B
COST COMPARISON FOR ROUTINE LANDSCAPE SERVICES
ESTIMATED AVOIDABLE COST vs. COST OF CONTRACTING

	COUNTY	
DIRECT		
Salaries	$310,637	
Employee Benefits	$97,746	
Total Labor	$408,383	
Services & Supplies	$25,304	
TOTAL DIRECT COSTS	$433,687	
INDIRECT COSTS		
Total Overhead	$0	
Avoidable Overhead	$0	
	TOTAL AVOIDABLE COST	$433,687
	CONTRACTOR	
DIRECT		
Salaries	$158,507	
Payroll Taxes & Workers Comp.	$40,502	
Total Labor	$199,009	
Misc. S&S & Other	$59,520	
TOTAL DIRECT COST	$258,529	
INDIRECT COSTS		
Employee Retraining	$0	
Contract Monitoring	$0	
Other (General Accounting, Gross Profit/Fee, Mgmt Overhead)	$79,055	
TOTAL INDIRECT COST	$79,055	
	TOTAL CONTRACT COST	$337,584
	ANNUAL ESTIMATED SAVINGS FROM CONTRACTING	$96,103

COUNTY OF LOS ANGELES - DEPARTMENT OF HEALTH SERVICES
LANDSCAPE MAINTENANCE SERVICES-PROPOSITION A CONTRACTING
FACILITY GROUP C
COST COMPARISON FOR ROUTINE LANDSCAPE SERVICES
ESTIMATED AVOIDABLE COST vs. COST OF CONTRACTING

	COUNTY		
DIRECT			
Salaries	$191,889		
Employee Benefits	$61,635		
Total Labor	$253,524		
Services & Supplies	$26,957		
TOTAL DIRECT COSTS	$280,481		
INDIRECT COSTS			
Total Overhead	$0		
Avoidable Overhead	$0		
		TOTAL AVOIDABLE COST	$280,481
	CONTRACTOR		
DIRECT			
Salaries	$102,860		
Payroll Taxes & Workers Comp.	$19,485		
Total Labor	$122,345		
Misc. S&S & Other	$40,200		
TOTAL DIRECT COST	$162,545		
INDIRECT COSTS			
Employee Retraining	$0		
Contract Monitoring	$0		
Other (General Accounting, Gross Profit/Fee, Mgmt Overhead)	$52,777		
TOTAL INDIRECT COST	$52,777		
		TOTAL CONTRACT COST	$215,322
		ANNUAL ESTIMATED SAVINGS FROM CONTRACTING	$65,159

COUNTY OF LOS ANGELES - DEPARTMENT OF HEALTH SERVICES
LANDSCAPE MAINTENANCE SERVICES-PROPOSITION A CONTRACTING
FACILITY GROUP D
COST COMPARISON FOR ROUTINE LANDSCAPE SERVICES
ESTIMATED AVOIDABLE COST vs. COST OF CONTRACTING

	COUNTY		
DIRECT			
Salaries	$165,372		
Employee Benefits	$51,937		
Total Labor	$217,309		
Services & Supplies	$16,380		
TOTAL DIRECT COSTS	$233,690		
INDIRECT COSTS			
Total Overhead	$0		
Avoidable Overhead	$0		
		TOTAL AVOIDABLE COST	$233,690
	CONTRACTOR		
DIRECT			
Salaries	$66,716		
Payroll Taxes & Workers Comp.	$29,689		
Total Labor	$96,405		
Misc. S&S & Other	$13,320		
TOTAL DIRECT COST	$109,725		
INDIRECT COSTS			
Employee Retraining	$0		
Contract Monitoring	$0		
Other (General Accounting, Gross Profit/Fee, Mgmt Overhead)	$9,640		
TOTAL INDIRECT COST	$9,640		
		TOTAL CONTRACT COST	$119,366
		ANNUAL ESTIMATED SAVINGS FROM CONTRACTING	$114,325

COUNTY OF LOS ANGELES - DEPARTMENT OF HEALTH SERVICES
LANDSCAPE MAINTENANCE SERVICES-PROPOSITION A CONTRACTING
FACILITY GROUP E
COST COMPARISON FOR ROUTINE LANDSCAPE SERVICES
ESTIMATED AVOIDABLE COST vs. COST OF CONTRACTING

	COUNTY		
DIRECT			
Salaries	$226,999		
Employee Benefits	$64,786		
Total Labor	$291,785		
Services & Supplies	$15,639		
TOTAL DIRECT COSTS	$307,424		
INDIRECT COSTS			
Total Overhead	$0		
Avoidable Overhead	$0		
		TOTAL AVOIDABLE COST	$307,424
	CONTRACTOR		
DIRECT			
Salaries	$96,468		
Employee Benefits	$20,520		
Payroll Taxes & Workers Comp.	$17,832		
Total Labor	$134,820		
Misc. S&S & Other	$31,245		
TOTAL DIRECT COST	$166,065		
INDIRECT COSTS			
Employee Retraining	$0		
Contract Monitoring	$0		
Other (General Accounting, Gross Profit/Fee, Mgmt Overhead)	$32,379		
TOTAL INDIRECT COST	$32,379		
		TOTAL CONTRACT COST	$198,444
		ANNUAL ESTIMATED SAVINGS FROM CONTRACTING	$108,980

COUNTY OF LOS ANGELES - DEPARTMENT OF HEALTH SERVICES
LANDSCAPE MAINTENANCE SERVICES-PROPOSITION A CONTRACTING
FACILITY GROUP F
COST COMPARISON FOR ROUTINE LANDSCAPE SERVICES
ESTIMATED AVOIDABLE COST vs. COST OF CONTRACTING

	COUNTY		
DIRECT			
Salaries	$118,538		
Employee Benefits	$42,259		
Total Labor	$160,797		
Services & Supplies	$14,822		
TOTAL DIRECT COSTS	$175,619		
INDIRECT COSTS			
Total Overhead	$0		
Avoidable Overhead	$0		
		TOTAL AVOIDABLE COST	$175,619
	CONTRACTOR		
DIRECT			
Salaries	$26,700		
Payroll Taxes & Workers Comp.	$20,361		
Total Labor	$47,061		
Misc. S&S & Other	$7,280		
TOTAL DIRECT COST	$54,341		
INDIRECT COSTS			
Employee Retraining	$0		
Contract Monitoring	$0		
Other (General Accounting, Gross Profit/Fee, Mgmt Overhead)	$8,200		
TOTAL INDIRECT COST	$8,200		
		TOTAL CONTRACT COST	$62,541
		ANNUAL ESTIMATED SAVINGS FROM CONTRACTING	$113,078

CONTRACTING FOR LANDSCAPE MAINTENANCE SERVICES

Compliance with County Code Requirements
The agreement meets all of the following mandatory requirements of County Code Section 2.121.250, et seq.

(a) The award of the contracts will be cost effective;
(b) The County's ability to respond to emergencies will not be impaired;
(c) The award of the contracts will not result in the unauthorized disclosure of confidential information;
(d) Alternative resources are available so that the services can be obtained from another source in the event of default by the contractor;

(e) The award of the contracts will not infringe upon the proper role of the County in its relationship to its citizens;
(f) The award of the contracts will be in full compliance with all applicable Federal and State regulations;
(g) Implementation of the contracts will not result in a reduction in County services; and
(h) The award of the contracts will not violate the provisions of County Code Section 2.180.010, "Certain Contracts Prohibited".

The agreements also contain provisions recommended by the County Risk Manager to cover the County's potential tort liability. The Contractor will provide evidence of the required insurance coverage prior to the commencement of services.

Participation in the contracting process by minority vendors was solicited by advertising in the Los Angeles Sentinel, Eastern Group publications, and Rapid Publishing and distributing notices by mail to firms listed on the Department's proposers' list and on the Los Angeles County Office of Small Business' Web Site.

Selections for award of the contracts were made without regard to race, creed or color.

ATTACHMENT 4

COUNTY OF LOS ANGELES

COMMUNITY BUSINESS ENTERPRISE (CBE) PROGRAM

FIRM/ORGANIZATION INFORMATION

EXHIBIT 13

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

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

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: Accent Landscape, Inc.

☒ As a Local SBE, certified by the County of Los Angeles Office of Affirmative Action Compliance, I request this proposal/bid be considered for the Local SBE Preference.

☒ Attached is my Local SBE Certification letter issued by the County

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

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

Total Number of Employees (including owners):

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

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino			1		17	3
Asian or Pacific Islander	1	1			1	
American Indian						
Filipino						
White						

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

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	10 %	%	%	%
Women	%	%	90 %	%	%	%

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

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date
LAC MTA	✓	✓			5/27/09

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

Print Authorized Name	Authorized Signature	Title	Date
Robert Izumo	[signature]	Pres.	3/10/09

69.

EXHIBIT 13

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

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

I. **LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

FIRM NAME: AMERICAN HERITAGE LANDSCAPE

- ☐ As a Local SBE, certified by the County of Los Angeles Office of Affirmative Action Compliance, I request this proposal/bid be considered for the Local SBE Preference.
- ☐ Attached is my Local SBE Certification letter issued by the County

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

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

Total Number of Employees (including owners): 223

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

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						1
Hispanic/Latino			2		197	2
Asian or Pacific Islander						2
American Indian						
Filipino						
White	3	1	4	2	8	3

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

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	83 %
Women	%	%	%	%	%	17 %

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

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

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

Print Authorized Name	Authorized Signature	Title	Date
David Price	[signature]	CFO	3-12-09

EXHIBIT 13

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

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

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: N/A

- ☐ As a Local SBE, certified by the County of Los Angeles Office of Affirmative Action Compliance, I request this proposal/bid be considered for the Local SBE Preference.
- ☐ Attached is my Local SBE Certification letter issued by the County

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

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

Total Number of Employees (including owners):

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

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American					1	
Hispanic/Latino	1		2		359	5
Asian or Pacific Islander				1	1	2
American Indian						
Filipino						
White			1		2	

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

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

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

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date
County of Los Angeles	X				10/27/2009
City of Los Angeles	X				5/31/2009

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

Print Authorized Name	Authorized Signature	Title	Date
Terry Noriega		President	3/13/2009

EXHIBIT 13

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

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

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: PARKWOOD LANDSCAPE MAINTENANCE, INC.

☐ As a Local SBE, certified by the County of Los Angeles Office of Affirmative Action Compliance, I request this proposal/bid be considered for the Local SBE Preference.

☒ Attached is my Local SBE Certification letter issued by the County

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

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

Total Number of Employees (including owners): 130

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

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino			2		124	1
Asian or Pacific Islander	1					
American Indian						
Filipino						
White						2

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

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

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

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date

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

Print Authorized Name	Authorized Signature	Title	Date
DAVID MELITO		PRESIDENT	MARCH 11, 2009

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES

AND

ACCENT LANDSCAPE, INC.

FOR

LANDSCAPE MAINTENANCE SERVICES AT

HARBOR-UCLA MEDICAL CENTER
LONG BEACH COMPREHENSIVE HEALTH CENTER
WILMINGTON HEALTH CENTER

77186

CONTRACT PROVISIONS
TABLE OF CONTENTS

PARAGRAPH TITLE PAGE

RECITALS 1

1.0 APPLICABLE DOCUMENTS 2

2.0 DEFINITIONS 2

3.0 WORK 3

4.0 TERM OF CONTRACT 4

5.0 CONTRACT SUM 4

6.0 ADMINISTRATION OF CONTRACT- COUNTY 7

6.1 FACILITY CEO 8

6.2 FACILITY PROJECT MANAGER/FACILITY DESIGNEE 8

6.3 FACILITY PROJECT MONITOR 8

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR 7

7.1 CONTRACTOR'S PROJECT MANAGER 8

7.2 APPROVAL OF CONTRACTOR'S STAFF 8

7.3 CONTRACTOR STAFF IDENTIFICATION 8

7.4 BACKGROUND & SECURITY INVESTIGATIONS 8

7.5 CONFIDENTIALITY 9

8.0 STANDARD TERMS AND CONDITIONS

8.1 ASSIGNMENT AND DELEGATION 9

8.2 AUTHORIZATION WARRANTY 10

8.3 BUDGET REDUCTIONS 10

8.4 AMENDMENTS AND ADMINISTRATIVE AMENDMENTS 10

CONTRACT PROVISIONS
TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
8.5	COMPLAINTS	11
8.6	COMPLIANCE WITH APPLICABLE LAW	12
8.7	COMPLIANCE WITH CIVIL RIGHTS LAWS	12
8.8	COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM	13
8.9	COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM	14
8.10	CONFLICT OF INTEREST	21
8.11	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST	21
8.12	CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS	22
8.13	CONTRACTOR'S RESPONSIBILITY AND DEBARMENT	22
8.14	CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	24
8.15	COUNTY'S QUALITY ASSURANCE PLAN	24
8.16	DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS	25
8.17	EMPLOYMENT ELIGIBILITY VERIFICATION	25
8.18	FACSIMILE REPRESENTATIONS	25
8.19	FAIR LABOR STANDARDS	25
8.20	GOVERNING LAW, JURISDICTION, AND VENUE	26
8.21	INDEPENDENT CONTRACTOR STATUS	26
8.22	INDEMNIFICATION	26
8.23	GENERAL INSURANCE REQUIREMENTS	27
8.24	INSURANCE COVERAGE REQUIREMENTS	29
8.25	LIQUIDATED DAMAGES	29

CONTRACT PROVISIONS
TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
8.26	MOST FAVORED PUBLIC ENTITY	30
8.27	NONDISCRIMINATION AND AFFIRMATIVE ACTION	30
8.28	NON EXCLUSIVITY	31
8.29	NOTICE OF DELAYS	31
8.30	NOTICE OF DISPUTES	31
8.31	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	31
8.32	NOTICES	32
8.33	PROHIBITION AGAINST INDUCEMENT OR PERSUASION	32
8.34	PUBLIC RECORDS ACT	32
8.35	PUBLICITY	32
8.36	RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT	33
8.37	RECYCLED BOND PAPER	34
8.38	SAFELY SURRENDERED BABY LAW	35
8.39	SUBCONTRACTING	35
8.40	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE	36
8.41	TERMINATION FOR CONVENIENCE	36
8.42	TERMINATION FOR DEFAULT	36
8.43	TERMINATION FOR IMPROPER CONSIDERATION	38
8.44	TERMINATION FOR INSOLVENCY	39
8.45	TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE	39
8.46	TERMINATION FOR NON-APPROPRIATION OF FUNDS	39

CONTRACT PROVISIONS
TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
8.47	TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM	39
8.48	VALIDITY	40
8.49	WAIVER	40
8.50	WARRANTY AGAINST CONTINGENT FEES	41
8.51	COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)	41
8.52	LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM	41
8.53	CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE	42
8.54	FORCE MAJEURE	42
8.55	CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM	43
8.56	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN .... COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM	43
SIGNATURES		**44**

EXHIBITS
A STATEMENT OF WORK
B -1 PRICE SHEET - SPECIFIC WORK RQUIREMENTS - ROUTINE SERVICES
B -2 PRICE SHEET – UNSCHEDULED WORK – SEASONAL/PERIODIC SERVICES
C FACILITY SPECIFICATION SHEET
D CONTRACTOR'S EEO CERTIFICATION
E COUNTY'S ADMINISTRATION
F CONTRACTOR'S ADMINISTRATION
G JURY SERVICE ORDINANCE
H SAFELY SURRENDERED BABY LAW
I LIVING WAGE ORDINANCE
J MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS
K PAYROLL STATEMENT OF COMPLIANCE
L LWO – PAYROLL REPORTING FORM
M CONTRACTOR ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT
N CHARITABLE CONTRIBUTIONS CERTIFICATION

Contract # _____

LANDSCAPE MAINTENANCE SERVICES AGREEMENT

This Agreement is made and entered into this 1st day of December, 20~~10~~ 09,

by and between COUNTY OF LOS ANGELES (hereafter County"),

and

ACCENT LANDSCAPE, INC. (hereafter "Contractor").

RECITALS

WHEREAS, pursuant to California Health and Safety Code Sections 1441 and 1445, County has established and operates, through its Department of Health Services (hereafter "DHS"), Harbor UCLA Medical Center, 1000 W. Carson Street, Torrance, California, 90509, Long Beach Comprehensive Health Center, 1333 Chestnut Avenue, Long Beach, California, 90813, and Wilmington Health Center, 1325 Broad Avenue, Wilmington, California, 90744, (hereafter "Facility" or "Medical Center"); and

WHEREAS, County is authorized by Los Angeles County Code Section 2.121.250 et seq. to contract with private businesses to perform personal services when it is more economical or feasible to do so; and

WHEREAS, the County has determined that it is legal, feasible and cost-effective to contract for landscape services; and

WHEREAS, Contractor is duly licensed and certified under the laws of the State of California to engage in the business of providing landscape maintenance services as described hereunder; and

WHEREAS, this Agreement is authorized by California Government Code Sections 23004 and 26227.

77186

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

1.0 APPLICABLE DOCUMENTS

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

1.1	EXHIBIT A -	Statement of Work
1.2	EXHIBIT B -1 -	Price Sheet - Specific Work Requirements - Routine Service
1.3	EXHIBIT B -2 -	Price Sheet - Unscheduled Work – Seasonal/Periodic Services
1.4	EXHIBIT C -	Facility Specification Sheet
1.5	EXHIBIT D -	Contractor's EEO Certification
1.6	EXHIBIT E -	County's Administration
1.7	EXHIBIT F -	Contractor's Administration
1.8	EXHIBIT G -	Jury Service Ordinance
1.9	EXHIBIT H -	Safely Surrendered Baby Law
1.10	EXHIBIT I -	Living Wage Ordinance
1.11	EXHIBIT J -	Monthly Certification for Applicable Health Benefit Payments
1.12	EXHIBIT K -	Payroll Statement of Compliance
1.13	EXHIBIT L -	LWO – Payroll Reporting Form
1.14	EXHIBIT M -	Contractor Acknowledgment and Confidentiality Agreement
1.15	EXHIBIT N -	Charitable Contributions Certification

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Paragraph 8.4 – Amendments and Administrative Amendments and signed by both parties.

2.0 DEFINITIONS

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

2.1 Contract/Agreement: Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.

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

2.3 Director: County's Director of Health Services, or his duly authorized designee.

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

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

2.6 Director of Health Services (Director): County's Director of Health Services, or his duly authorized designee.

2.7 Facility: Refers to County facility where services will be rendered.

2.8 Facility Chief Executive Officer (CEO): Facility's CEO or Administrator designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the Facility Project Manager.

2.9 Facility Project Manager/Facility Designee: Person designated by Facility CEO to manage the operations under this Contract. This position may also be assigned as the Facility Project Monitor.

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

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

2.12 Other Work: Work which is requested by the Facility Program Manager in writing that arises out of extraordinary incidents, such as vandalism, acts of God, and third party negligence, or of which consists of requested improvement.

2.13 Quality Control Plan: All necessary measures taken by Contractor to assure that the quality of service will meet the contract requirements regarding timeliness, accuracy, appearance, completeness, consistency, and conformity to all requirements set forth in Statement of Work, Exhibit A.

2.14 Unscheduled Work - Seasonal/Periodic Landscape Maintenance Services: Landscape maintenance services which are performed during a specified time or part of the year (e.g., winter, spring, summer, fall) or which are performed intermittently (e.g., disease control, renovation of turf, and reseeding).

2.15 Contract Discrepancy Report (CDR): A report used by Contract Monitors to record discrepancies or problems with a Contractor's performance with provision of a contract. A copy of CDR is provided to a Contractor for response and corrective action as necessary.

2.16 Quality Assurance Evaluator (QAE): County officer or employee responsible for County monitoring the contract.

3.0 WORK

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

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

4.0 TERM OF CONTRACT

4.1 The term of this Contract shall be for the period commencing on January 1, 2010, following execution by County's Board of Supervisors, and continuing through December 31, 2012, unless sooner terminated or extended, in whole or in part, as provided in this contract.

4.2 The County shall have the sole option to extend the Contract term for up to two (2) additional one-year periods and to further extend for up to six months, on a month-to-month basis, for a period of time not to exceed six (6) months, through June 30, 2015. All provisions of this Contract are in effect on the date the term commences and shall remain in effect for the duration of the extension. Completion for work performed during the extension period shall be prorated on a monthly basis where applicable, and on a daily basis for time periods of less than a month.

4.3 County will transition certain facilities from existing Contracts to this Contract between the Contract effective date and the Service Start Date. If Contractor is currently providing services to County, Contractor will continue to do so at existing Contract rates, until such Facility transitions are completed.

5.0 CONTRACT SUM

5.1 For all services hereunder, Contractor shall provide services at the rates listed in Exhibit B-1 and B-2, attached hereto, on billing forms approved by the County. The annual obligation of County for Contractor's performance of Specific Work Requirements - Routine Service shall not exceed Three Hundred Nine Thousand, Five Hundred Seventy-One Dollars ($309,571). The annual obligation of County for the performance of Unscheduled Work - Seasonal/Periodic Services shall not exceed Seventy-One Thousand, One Hundred Nine Dollars ($71,109). The annual cost of this Agreement shall not exceed Three Hundred Eighty Thousand, Six Hundred Eighty Dollars ($380,680).

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

5.3 Reimbursement for Unscheduled Work - Seasonal/Periodic Services: Seasonal/Periodic services shall be performed as described in Exhibit A, Statement of Work, Paragraph 12.0, and in accordance with the rates listed in Exhibit B-2, Price Sheet, Unscheduled Work – Seasonal/Periodic/Other Services.

Reimbursement for Seasonal/Periodic Services shall be made subsequent to receipt of a complete and correct itemized billing, as required by County, in addition to evidence of County pre-approval of services performed. The County, at its sole discretion, reserves the option to provide these services or obtain these services from another vendor. Any County funds which would have been paid to

Contractor pursuant to this Agreement for any such frequency of service which is not performed may, as determined in the sole discretion of Facility Project Manager, be used for "Unscheduled Other Work".

For Unscheduled Work - Seasonal/Periodic Services performed under this Contract, Contractor shall prepare a separate billing for Seasonal/Periodic Landscape Maintenance Services performed during the previous calendar month. Payment shall be contingent upon County inspection and approval. Billings shall be in accordance with the rates listed in Exhibit B-2 – Price Sheet, Unscheduled Work – Seasonal/Periodic/Other Services.

Contractor shall maintain copies of all estimates, invoices, receipts, and other records supporting all costs, the number of labor hours charged, and County's pre-approval of work performed. Failure to maintain records to support costs may result in the disallowance of those costs, as determined by Facility Project Manager.

5.4 Unsatisfactory Performance Deductions from the Basic Monthly Charge: During any calendar month in which the Acceptable Quality Level is not met and Contractor's performance is deemed unsatisfactory in any of the service areas listed in Exhibit A, Statement of Work, County may, in its sole discretion, make unsatisfactory performance deductions from the Basic Monthly Charge as specified in Exhibit A, Statement of Work, Attachment C, Performance Requirements Summary Chart.

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

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

5.9 Invoices and Payments

5.9.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in *Exhibit A - Statement of Work* and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract.

The Contractor's payments shall be as provided in *Exhibit B-1 – Price Sheet*, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

5.9.2 The Contractor's invoices shall be priced in accordance with the rates specified in Exhibit B-1 and B-2, as applicable.

5.9.3 The Contractor's invoices shall contain the information set forth in Exhibit A - Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed. Additionally, Contractor must provide Facility Project Manager or his designee with a current list of employees including supervisors providing services at Facility with each monthly service invoice. This monthly listing should also include the total number of hours worked per employee. Contractor shall provide a more detailed listing of employees quarterly which shall include each employee's name, date of employment, date of birth, current address, phone number and the date of latest physical examination. Contractor must keep this list updated.

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

Prop A - Living Wage Program:
No invoice will be approved for payment unless the following is included:

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

5.9.5 All invoices under this Contract shall be submitted in two (2) copies to the appropriate County facility as referenced in the *Statement of Work, Exhibit A.*

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

5.9.7 **Local Small Business Enterprises** – Prompt Payment Program Certified Local SBEs (if applicable) will receive prompt payment for services they provide to the County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

5.10 Cost of Living Adjustments (COLAs):
If the County elects in its' sole determination to exercise the option years, the Contract rates amount may be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for Urban Consumers (CPI-U) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the contract anniversary date. However, any increase shall not exceed the general salary movement granted to County employees as

determined by the Chief Executive Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries; no cost of living adjustments will be granted.

Where the County decides to grant a COLA pursuant to this paragraph for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this contract) from the base upon which a COLA is calculated, unless the Contractor can show that his/her labor cost will actually increase.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

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

6.1 Facility Chief Executive Officer

Responsibilities of the Facility Chief Executive Officer include:

- ensuring that the objectives of this Contract are met;
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.
- resolving contractual or administrative matters relating to this Contract that cannot be resolved by the Facility Project Manager.

6.2 Facility Project Manager/Facility Designee

The responsibilities of the Facility Project Manager include:

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

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

6.3 Facility Project Monitor

The Facility Project Monitor is responsible for overseeing the day-to-day administration of this Contract. The Facility Project Monitor reports to the Facility Project Manager. The Facility Project Monitor on occasion may have the same duties as the Facility Project Manager.

7.0 ADMINISTRATION OF CONTRACT CONTRACTOR

7.1 Contractor's Project Manager

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

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

7.2 Approval of Contractor's Staff

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

7.3 Contractor's Staff Identification

7.3.1 Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge. Contractor staff, while on duty or when entering a County facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

7.3.2 If County requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately destroy the Contractor's staff's County photo identification badge at the time of removal from working on the Contract.

7.4 Background and Security Investigations

7.4.1 At any time prior to or during term of this Contract, the County may require that all Contractor staff performing work under this Contract undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Contract. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

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

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

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

7.5 Confidentiality

7.5.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

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

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

8.0 STANDARD TERMS AND CONDITIONS

8.1 ASSIGNMENT AND DELEGATION

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

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

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

8.2 AUTHORIZATION WARRANTY

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

8.3 BUDGET REDUCTIONS

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

8.4 AMENDMENTS AND ADMINISTRATIVE AMENDMENTS

8.4.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an amendment to this Agreement shall be prepared and executed by the Board of Supervisors and Contractor, except for the following:

8.4.1.1 Director is authorized to execute and approve at his sole discretion, Amendments due to changes in the Living Wage Ordinance.

8.4.1.2 The Director, at his/her sole discretion, is authorized to extend the contract as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions.

8.4.1.3 Director, at his/her sole discretion, is authorized to approve and execute COLAs in the option years, consistent with the Board's COLA policy, and as defined in Paragraph 5.10, Cost of Living Adjustments (COLAs).

8.4.1.4 County reserves the right to add or change the Facilities in any Facility Group County deems appropriate. County reserves the right to obtain Facility pricing or receive bids from other Contract Vendors. In the event any additions or changes are made, an Amendment shall be prepared and executed by the Director.

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

8.5 COMPLAINTS

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

Within ten (10) business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

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

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

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

8.5.4 The Contractor shall preliminarily investigate all complaints and notify the Facility Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

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

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

8.6 COMPLIANCE WITH APPLICABLE LAW

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

8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D - Contractor's EEO Certification.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program

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

8.8.2 Written Employee Jury Service Policy

8.8.2.1 Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

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

8.8.2.3 If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any

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

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

8.9 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM

8.9.1 Living Wage Program

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

8.9.2 Payment of Living Wage Rates

8.9.2.1 Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County, including, without limitation, "Travel Time" as defined below at in Paragraph 8.9.2.5:

a. Not less than $11.84 per hour if, in addition to the per-hour wage, the Contractor contributes less than $2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or

b. Not less than $9.64 per hour if, in addition to the per-hour wage, the Contractor contributes at least $2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. The Contractor will be deemed to have contributed $2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County

Department of Health Services Community Health Plan. If, at any time during the Contract, the Contractor contributes less than $2.20 per hour towards the provision of bona fide health care benefits, the Contractor shall be required to pay its Employees the higher hourly living wage rate.

8.9.2.2 For purposes of this Paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of the Contractor under the laws of California, and who is providing full-time services to the Contractor, some or all of which are provided to the County under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

8.9.2.3 If the Contractor is required to pay a living wage when the Contract commences, the Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.

8.9.2.4 If the Contractor is not required to pay a living wage when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for an exception to the Living Wage Program. In either event, the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that the Contractor continues to qualify for an exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor

shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

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

8.9.3 Contractor's Submittal of Certified Monitoring Reports

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

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

During the term of the Contract, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or

unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

8.9.5 County Auditing of Contractor Records

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

8.9.6 Notifications to Employees

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

8.9.7 Enforcement and Remedies

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

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

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

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

c. Termination. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

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

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

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

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

8.9.7.3 Debarment. In the event the Contractor breaches a requirement of this sub-paragraph, the County may, in its sole discretion, bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment.

8.9.8 Use of Full-Time Employees

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

8.9.9 Contractor Retaliation Prohibited

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

8.9.10 Contractor Standards

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

8.9.11 Employee Retention Rights

8.9.11.1 The Contractor shall offer employment to all retention employees who are qualified for such jobs. A "retention employee" is an individual:

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

8.9.11.2 The Contractor is not required to hire a retention employee who:

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

8.9.12 Neutrality in Labor Relations

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

8.10 CONFLICT OF INTEREST

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

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

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

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

8.12 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

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

8.13 CONTRACTOR'S RESPONSIBILITY AND DEBARMENT

8.13.1 Responsible Contractor

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

8.13.2 Chapter 2.202 of the County Code

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

8.13.3 Non-responsible Contractor

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

8.13.4 County's Contractor Hearing Board

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

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

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

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

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

County's Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

8.13.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

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

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

8.14.2 As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the federal Social Security Act [(42 USC section 653 (a)] and California Unemployment Insurance Code section 1088.55, and shall implement all lawfully served Wage and Earnings Withholdings Orders or Child Support Services Department ("CSSD") Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure section 706.031 and Family Code section 5246 (b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

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

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.16.1 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 or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

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

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

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

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

8.18 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments and Administrative Amendments prepared pursuant to Sub-paragraph 8.4, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments and Administrative Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of “original” versions of such documents.

8.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not

limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.20 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.21 INDEPENDENT CONTRACTOR STATUS

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

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

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

8.21.4 The Contractor shall adhere to the provisions stated in Paragraph 7.5 - Confidentiality.

8.22 INDEMNIFICATION

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

8.23 GENERAL INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.23 and 8.24 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

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

L.A. County - DHS Centralized Contract Monitoring Division 5555 Ferguson Drive, Suite 210 Commerce, CA 90022	Paula McGehee, Contract Analyst Contracts and Grants Division 313 N. Figueroa St., 6th Floor E Los Angeles, CA 90012

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

- Specifically identify this Contract by Contract Number;
- Clearly evidence all coverages required in this Contract;
- Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.23.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.

8.23.3 Failure to Maintain Coverage: Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Contract upon which the County may immediately withhold payments due to Contractor, and/or terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

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

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.
- Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the Facility Project Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Contract.

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

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

- The Contractor providing evidence of insurance covering the activities of subcontractors, or

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

8.24 INSURANCE COVERAGE REQUIREMENTS

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

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

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

8.24.3 **Workers' Compensation and Employers' Liability** insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the Contractor is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

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

8.24.4 **Contractors Pollution Liability** insurance shall cover liability arising from the release, discharge, escape, dispersal or emission of pollutants, whether gradual or sudden, and include coverage for the costs and expenses associated with voluntary clean-up, testing, monitoring and treatment of pollutants in compliance with governmental mandate or requests. Motor vehicle pollution liability will be required under the Automobile Liability Insurance indicated above under paragraph 8.24.2 for removal of pollutant from work site. Contractor shall maintain limits not less than $1 million per occurrence and $2 million aggregate.

8.25 LIQUIDATED DAMAGES

8.25.1 If, in the judgment of County, the Contractor breaches the Contract requirements as specified in the *Performance Requirements Summary (PRS) Chart*, as defined in *SOW, Attachment A*, hereunder, the County will have a claim for the sum specified in the PRS, to be paid by the Contractor in accordance with the Contract as liquidated damages. The Director, or his/her designee shall notify Contractor in writing of the specific instances and areas of noncompliance and/or nonperformance and the corresponding unsatisfactory performance deductions.

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

8.26 MOST FAVORED PUBLIC ENTITY

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

8.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION

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

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

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

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

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

8.27.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.27 when so requested by the County.

8.27.7 If the County finds that any provisions of this Paragraph 8.27 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

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

8.28 NON EXCLUSIVITY

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

8.29 NOTICE OF DELAYS

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

8.30 NOTICE OF DISPUTES

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

8.31 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.32 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in *Exhibits E, County's Administration and F, Contractor's Administration*. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.33 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.34 PUBLIC RECORDS ACT

8.34.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph 8.36 Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.35 PUBLICITY

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

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

8.35.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 8.35 shall apply.

8.36 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

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

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

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

8.36.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's

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

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

8.37 RECYCLED BOND PAPER

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

8.38 SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's lace of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The fact sheet is set forth in Exhibit H of this contract and is also available on the Internet at www.babysafela.org

8.39 SUBCONTRACTING

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

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

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

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

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

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

8.39.6 The Facility Chief Executive Officer is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

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

8.39.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor.

The Contractor shall ensure delivery of all such documents to the contact persons named in Paragraph 8.23.1, Evidence of Insurance, before any subcontractor employee may perform any work hereunder.

8.40 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.14, Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement failure of Contractor to cure such default within ninety (90) calendar days or written notice shall be grounds upon which County may terminate this contract pursuant to Paragraph 8.42, Termination for Default, and purse debarment of Contractor, pursuant to County Code Chapter 2.202

8.41 TERMINATION FOR CONVENIENCE

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

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

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

8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Paragraph 8.36, Record Retention & Inspection/Audit Settlement.

8.42 TERMINATION FOR DEFAULT

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

- Contractor has materially breached this Contract;

- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.42.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.42.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.42.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.42.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Paragraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.42.4 If, after the County has given notice of termination under the provisions of this Paragraph 8.42, it is determined by the County that the Contractor was not in default under the provisions of this Paragraph 8.42, or that the default was excusable under the provisions of Paragraph 8.42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.41 - Termination for Convenience.

8.42.5 In the event the County terminates this Contract in its entirety due to the Contractor's default as provided in Paragraph 8.42.1, the Contractor and the County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the County's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Contractor and the County agree that the County shall, at its sole option and in lieu of the provisions of Paragraph 8.42.2, be entitled to liquidated damages from the Contractor, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars ($5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the County for such actual damages. This amount of liquidated damages shall be either paid by the Contractor to the County by cash payment upon demand or, at the sole discretion of the Director, or designee, deducted from any amounts due to the Contractor by the County, whether under this Contract or otherwise.

These liquidated damages shall be in addition to any credits, which the County is otherwise entitled to under this Contract, and the Contractor's payment of these liquidated damages shall not in any way change, or affect the provisions of Paragraph 8.22 - Indemnification.

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

8.43 TERMINATION FOR IMPROPER CONSIDERATION

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

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

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

8.44 TERMINATION FOR INSOLVENCY

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

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

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

8.45 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

8.46 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

8.47 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

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

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

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

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

a. 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;
b. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
c. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

8.48 VALIDITY

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

8.49 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 WARRANTY AGAINST CONTINGENT FEES

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

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

8.51 COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its employees to any patient medical records. Accordingly, Contractor shall instruct its employees that they are not to pursue or gain access to patient medical records for any reason whatsoever.

Notwithstanding the foregoing, the parties acknowledges that, in the course of the provision of services hereunder, Contractor or its employees may have inadvertent access to patient medical records. Contractor understands and agrees that neither it nor its employees are to take advantage of such access for any purpose whatsoever. Additionally, in the event of such inadvertent access, Contractor and its employees shall maintain the confidentiality of any information obtained and shall notify hospital supervisory personnel that such access has been gained immediately or upon the first reasonable opportunity to do so.

In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, actions, fees, costs, and expenses (including attorney and expert witness fees) arising from or connected with Contractor's or its employees' access to patient medical records. Contractor agrees to provide appropriate training to its employees regarding their obligations in this regard.

8.52 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

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

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

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

8.52.4 If the Contractor has obtained 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:

a. 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;
b. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
c. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any 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 OAAC of this information prior to responding to a solicitation or accepting a contract award.

8.53 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, Exhibit O, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the 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 or debarment proceedings or both. (County Code Chapter 2.202)

8.54 FORCE MAJEURE

8.54.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without

any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

8.54.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.

8.54.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.55 CONTRACTOR’S WARRANTY OF COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

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

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.55 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 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Director of Health Services and Contractor has caused this Contract to be executed on its behalf by its duly authorized officer, the day, month, and year first above written.

ATTEST:
SACHI HAMAI
Executive Officer
Clerk of the Board of Supervisors

By LaChelle Smitherman
Deputy

COUNTY OF LOS ANGELES

By Don Knabe
Chairman, Board of Supervisors

APPROVED AS TO FORM:
BY THE OFFICE OF COUNTY COUNSEL

By Mayaher 11/12/09
~~Principal~~ Deputy County Counsel

ACCENT LANDSCAPE, INC.
Contractor

By
Signature

Title President
(Affix Corporate Seal)

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

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

By LaChelle Smitherman
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

26 DEC 1 2009

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

77186

EXHIBITS FOR CONTRACT FOR

LANDSCAPE MAINTENANCE SERVICES

TABLE OF CONTENTS OF EXHIBITS

EXHIBIT

A STATEMENT OF WORK

B -1 PRICE SHEET - SPECIFIC WORK RQUIREMENTS - ROUTINE SERVICES

B -2 PRICE SHEET – UNSCHEDULED WORK – SEASONAL/PERIODIC SERVICES

C FACILITY SPEIFICATION SHEET

D CONTRACTOR'S EEO CERTIFICATION

E COUNTY'S ADMINISTRATION

F CONTRACTOR'S ADMINISTRATION

G JURY SERVICE ORDINANCE

H SAFELY SURRENDERED BABY LAW

I LIVING WAGE ORDINANCE

J MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

K PAYROLL STATEMENT OF COMPLIANCE

L PAYROLL REPORTING FORM

M CONTRACTOR ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

N CHARITABLE CONTRIBUTIONS CERTIFICATION

EXHIBIT A

STATEMENT OF WORK

STATEMENT OF WORK
TABLE OF CONTENTS

SECTION		TITLE	PAGE
1.0	SCOPE OF WORK		1
2.0	DEFINITIONS		1
3.0	ADDITION/DELETION OF FACILITIES,SPECIFIC TASKS AND/OR WORK HOURS		3
4.0	QUALITY CONTROL		3
5.0	QUALITY ASSURANCE PLAN		4
6.0	RESPONSIBILTIES		6
County	6.1	Personnel	6
	6.2	Furnished Items	6
Contractor	6.3	Project Manager	7
	6.4	Personnel	7
	6.5	Uniforms/Identification Badges	8
	6.6	Materials and Equipment	9
	6.7	Training	9
	6.8	Contractor's Office	9
7.0	HOURS OF MAINTENANCE SERVICE		9
8.0	WORK SCHEDULES		10
9.0	SPECIFIC WORK REQUIREMENTS – ROUTINE SERVICE		10
	9.1	Mechanical Operations	10
	9.2	Manual Operations	13
	9.3	Damage to Shrubs, Trees, Turf or Ground Cover	20
	9.4	Plant Materials	21
10.0	UNSCHEDULED WORK – SEASONAL/PERIODIC SERVICES		22
	10.1	Aerification	23
	10.2	Disease/Insect Control	23
	10.3	Fertilization	23
	10.4	Renovation – Turf	24
	10.5	Vertical Mowing	24
	10.6	Turf Reseeding/Restoration of Bare Areas	24
	10.7	Tree Maintenance	25
	10.8	Tree Pruning	26
	10.9	Palm Tree Care	28
11.0	UNSCHEDULED OTHER WORK		29

LANDSCAPE MAINTENANCE SERVICES
STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

1.1 Contractor shall provide all landscape services under the frequencies specified herein, unless instructed otherwise on the Facility Landscape Specification Sheet in Exhibit C. Upon County's written approval, all trees at Facility shall be trimmed at the total cost identified in the Price Sheet, Attachment B in accordance with Paragraph 10.7, Tree Maintenance, and 10.8, Tree Pruning. Palm trees shall be maintained in accordance with Paragraph 10.9.

1.2 Contractor shall provide all labor, materials, supplies, and equipment, necessary for the proper performance of landscape services and tree trimming.

1.3 The landscaped area shall be maintained with a well-manicured, clean appearance, and all work shall be performed in a professional, workmanlike manner using quality equipment and materials. Contractor shall not work or perform any operations, particularly during periods of inclement weather, which may destroy or damage ground cover or turf areas.

1.4 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

1.5 The purchase of all materials, supplies, vehicles, and equipment necessary to provide the required services is the responsibility of the Contractor.

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

2.0 DEFINITIONS

In addition to the definitions contained in Paragraph 2.0 - Definitions of the Contract, following are definitions of terms that are used in this SOW.

2.1 **Bed:** An area separate from pavement and lawns in which trees, shrubs, perennials and annuals can be arranged as part of a landscape design.

2.2 **Deadhead:** To "deadhead" plants means to remove their spent flowers. For many plants, deadheading promotes more flowering on the plants for that year than would occur without such plant care. For soft plants, deadhead by hand; other times deadhead with scissors or pruners.

2.3 **Drip line:** The outermost edge of a branch spread, including the leaves. When a tree or shrub is grown without much pruning, the root spread of a tree is generally thought to equal or exceed its branch spread.

2.4 **Edging**: A crisp edge between areas of the garden. Most typically used between a lawn and a flowerbed.

2.5 **Girdling:** The restriction or destruction of the vascular system within a root, stem, or branch that causes an inhibition of the flow of water and photosynthates in the phloem.

2.6 **Pruning**: The horticultural practice of cutting away an unwanted, unnecessary, or undesirable plant part, used most often on trees, shrubs, hedges, and woody vines. Pruning is used to remove diseased or injured parts of the plant to influence vertical or lateral growth for various reasons, and to increase flowering or fruit yield. Shrubs and trees are pruned to form decorative shapes. As in other horticultural practices, the type of pruning and its timing vary and must be adapted to the specific plant and the conditions of its environment.

Types of Pruning:

Coarse pruning: Removal of deadwood greater than two inches diameter and any hazardous branches.

Medium pruning: Includes Coarse pruning, plus removal of deadwood greater than one inch diameter and specialty treatments (raising branch height, site clearance, crossing or broken branches, thinning canopy).

Fine pruning: Includes Medium pruning, plus removal of all deadwood and any water sprouts, suckers and crossing branches; inspection for health conditions. Climber should inspect to the tip of every branch. Up to 15% of canopy may be removed for light and air penetration.

Raising branches: Removal of lowest branches to a prescribed height for appropriate clearance needs. Generally 8 feet over sidewalks, 14 feet over streets, and a variety of heights for mower clearance (only if needed).

2.7 **Staking**: The securing of a tree or large shrub using rope or guy wires and wood stakes to hold it in place after planting and usually left in place for one year.

2.8 **Crowning**: A type of pruning; the selective removal of live branches to reduce crown density.

Types of Crowning:

Crown cleaning: The selective removal of one or more of the following items: dead, dying or diseased branches, weak branches and watersprouts.

Crown thinning: The selective removal of branches of increase light penetration, air movement and reduce weight.

Crown raising: The removal of the lower branches of a tree to provide clearance.

2.9 **Thinning:** The selective cutting away of individual branches to create open spaces within the plant, remove dead limbs or branches, produce symmetry and train a plant to look more natural.

2.10 **Vertical Mowing:** Vertical mowing is the use of blades, rotated in a vertical plane, that penetrate the turf and bring organic matter and soil up to the surface from a very shallow depth. Deeper vertical mowing (or verticutting) is used on lawns to physically remove the accumulated thatch. This procedure can be destructive to shallow-rooted turfgrasses, particularly during periods of stress, and can damage the site. The best time for vertical mowing is just prior to the peak growth periods. Verticutting should not be done when temperatures are forecasted to be over 85' F since the stress damage it puts on the grass plants is compounded by very warm temperatures. Deep vertical mowing can be part of a renovation program to help prepare for a seedbed. This will open up the turf considerably, allowing seed-soil contact.

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

3.1 County reserves the right to add or change the Facilities in any Facility Group County deems appropriate. County reserves the right to obtain Facility pricing or receive bids from other Contract Vendors. In the event any additions or changes are made, an Amendment shall be prepared and executed by the Director of Health Services or designee.

3.2 All changes must be made in accordance with Paragraph 8.4 Amendments and Administrative Amendments of the Contract.

4.0 QUALITY CONTROL

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

4.1 Method of monitoring to ensure that Contract requirements are being met;

4.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

5.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Agreement, Paragraph 8.15, County's Quality Assurance Plan.

5.1 Monthly Meetings

Contractor is required to attend a scheduled monthly meeting. Failure to attend will cause an assessment of fifty dollars ($50.00).

5.2 Contract Discrepancy Report (Attachment B)

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

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

5.3 County Observations

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

5.4 Performance Requirements Summary (PRS)

All listings of services used in the Performance Requirements Summary (PRS), Attachment A are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

County may use one or more of the following inspection methods to evaluate Contractor's performance:

- Sampling
- One hundred percent (100%) inspection output items on a periodic basis (daily, weekly, monthly, quarterly, semiannually, or annually) using Inspection Report (Attachment A)
- Customer complaints or public complaints

This section does not preclude the County's right to terminate the contract upon thirty (30) days written notice with or without cause, as provided in the Agreement, Paragraph 8.41, Termination for Convenience.

5.5 Unsatisfactory Performance Deductions

5.5.1 Performance of a listed service is considered acceptable when Contractor performs the tasks specified in the Statement of Work.

5.5.2 When the Facility Project Monitor determines that the performance is unacceptable, the Facility Project Monitor shall notify Contractor by phone of the discrepancy.

5.5.3 Contractor must correct the problem within the time frame directed by the Facility Project Monitor.

5.5.4 The Facility Project Monitor will perform a follow-up inspection and will evaluate Contractor's corrective action.

5.5.5 If the problem has not been corrected, the Contract Monitor will prepare a Contract Discrepancy Report (CDR), Attachment B, with a deadline for completion. Failure to respond to CDR may result in an assessment for non-compliance as set forth in this SOW.

5.5.6 Facility Project Monitor determines assessments, if any. An assessment letter will be sent to the Contractor.

5.5.7 Notwithstanding, the unacceptable performance described in Paragraph 5.5, when the Contractor's performance does not conform to the requirements of this Contract, the County will have the option to apply the following non-performance remedies:

a. Require Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

b. Reduce payment to Contractor by a computed amount based on the damage fee(s) in PRS.

c. Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.

d. Failure of the Vendor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the County, shall be credited to the County on the Contractor's future invoice.

5.5.8 This section does not preclude the County's right to terminate the contract upon ten (10) days written notice as provided for in the Contract.

6.0 RESPONSIBILITIES

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

COUNTY

6.1 Personnel

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

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

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

6.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8.4 Amendments and Administrative Amendments.

6.2 Furnished Items

6.2.1 County may provide storage facilities for Contractor's use as determined by County. In the event said facilities are provided, Contractor's use thereof shall be on only for the purpose of storing equipment and material's required for maintenance Contractor is prohibited from use of said storage facilities or any other County property for the conduct of his/her business interests that are not directly related to, or required by the contract.

6.2.2 Contractor assumes all risks of loss and damage to materials and equipment stored.

CONTRACTOR

6.3 Project Manager

6.3.1 Contractor shall provide a full-time Project Manager or designated alternate. County must have access to the Project Manager during all hours, 365 days per year. Contractor shall provide a telephone number where the Project Manager may be reached on a twenty-four (24) hour per day basis.

6.3.2 Project Manager shall act as a central point of contact with the County.

6.3.3 Project Manager shall demonstrate previous experience in the management of work requirements for commercial enterprises or public entities similar in size and complexity.

6.3.4 Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

6.3.5 Emergency service response time is expected within two (2) hours of notification by Facility Project Manager or designee, on any day, at anytime.

6.4 Personnel

6.4.1 During the time that Contractor's employees or agents are at Facility, such persons shall be subject to the facility's rules, regulations, and procedures, including, but not limited to, entry and exit procedures, emergency procedures, and appropriate contacts with patients. Contractor shall instruct such persons who are to provide services on such rules, regulations, and procedures and to maintain records of such instruction. Contractor shall take immediate corrective action upon receipt of written and/or verbal notice from County Contract Coordinator or his designee that: (1) any such employee has violated such rules or regulations, or (2) such employee's actions, while on County premises, indicate that such employee may adversely affect the delivery of health care services. In the event that County Contract Coordinator decides that the corrective action taken by Contractor is not sufficient, then Contractor, at request of Contract Coordinator shall remove or suspend such employee from the provision of services hereunder.

6.4.2 The use or possession of alcoholic beverages or illegal drugs by Contractor personnel while at Facility is strictly prohibited. Any violation shall be cause for immediate removal of the offenders by Contractor from further work at Facility.

6.4.3 Smoking is prohibited in all of County facility buildings, except in the designated areas as approved by County contract coordinator.

6.4.4 Contractor's employees may not bring any type of weapons or unlawful goods onto County facilities.

6.4.5 Landscape Personnel

6.4.5.1 Contractor shall assign a sufficient number of employees to perform the required work. **At least one employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.**

6.4.5.2 Contractor shall be required to background check their employees as set forth in Paragraph 7.4 – Background & Security Investigations, of the Contract.

6.4.6 Landscape Supervisor

6.4.6.1 Contractor shall provide a thoroughly trained Supervisor.

6.4.6.2 Supervisory coverage must be provided for each facility.

6.4.6.3 Supervisor or lead person shall be knowledgeable in all aspects of the maintenance operation and shall have access to the Contract Project manager during all hours of shift coverage, 365 days per year.

6.5 <u>Uniforms/Identification Badges:</u>

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

6.5.2 Contractor shall ensure their employees are appropriately identified as set forth in Paragraph 7.3 – Contractor's Staff Identification, of the Contract.

6.6 Materials and Equipment

The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

Unless otherwise specified in the Specification Sheet, County will provide automatic control valves, gate valves, and pumping systems if it is determined that malfunction is due to wear and tear and not damaged by the Vendor.

Complete piping replacement of the irrigation system is not required by Vendor. However, the Vendor is responsible for the repair and replacement of leaking main and lateral irrigation lines. (Unless otherwise specified in the Specification Sheet)

6.7 Training:

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

6.7.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

6.8 Contractor's Office

6.8.1 Contractor shall maintain an office at some fixed place located in the Los Angeles Metropolitan Area with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who can respond to inquires and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. The Contractor shall answer calls received by the answering service or paging device within two (2) hours of receipt of the call. Failure to respond within the two-hour time frame will be cause for assessment in accordance with the Procurement Requirements Summary (PRS).

6.8.2 The Contractor shall maintain a written log of all complaints, the date, time, and the action taken or reason for the non-action. The log of complaints shall be open to the inspection by the County's Facility Designee at all reasonable times.

7.0 HOURS OF MAINTENANCE SERVICE

7.1 Contractor shall generally provide services between the hours of 6:00 a.m. to 6:00 p.m., Monday through Friday, and 6 a.m. to 11 a.m. on Saturday, except for County observed Holidays.

7.2 Contractor may elect to provide additional coverage at no additional cost to the County. County Project Director will provide the Contractor a list of County-recognized holidays.

8.0 WORK SCHEDULES

8.1 Contractor shall submit for review and approval a detailed work schedule for each facility to the County Project Director within ten (10) days prior to starting any work said work schedules shall be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies in accordance with Exhibit C, Facility Specification Sheet. The schedules shall list the time frames by day of the week, morning, and afternoon the tasks will be performed. Additionally, for Seasonal/Periodic Services the schedule shall include an itemized cost detail for each service to be performed in accordance to the Seasonal/Periodic/Other Services Price Sheet, Exhibit B-2.

8.2 Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County Project Manager for review and approval within five (5) working days prior to scheduled time for work.

9.0 SPECIFIC WORK REQUIREMENTS – ROUTINE SERVICE

The following are specific routine tasks Contractor shall perform during the contract term:

9.1 MECHANICAL OPERATIONS

9.1.1 HAZARD REDUCTION PRUNING (HRP)

The primary objective is to reduce the danger to a specific target caused by visibly defined hazards in a tree. For example, HRP may be the primary objective if a tree had many dead limbs over a park bench, overhanging walks etc.

HRP shall be completed to maintain an eight (8) foot vertical clearance for all branches over hanging walks and fourteen (14) foot vertical clearance for branches over hanging beyond curb line into the paved section of roadways.

Contractor shall prune all plant materials where necessary to maintain safe vehicular and pedestrian visibility and clearance and to prevent or eliminate hazardous situations.

Pruning shall be completed as specified in Paragraph 10.8, Tree Pruning.

HRP services are part of routine landscape maintenance services and shall be completed at no additional cost to the County.

9.1.2 MOWING

Mowing operations shall be performed in a workmanlike manner that ensures a smooth surface appearance without scalping or allowing excessive cuttings to remain.

Turf shall be mowed with a reel-type mower equipped with rollers or a rotary-type mower.

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

Mowing height shall be appropriate to turf species and use parameters. Mowing heights may vary for special events and conditions.

Mowing operation shall be scheduled Monday through Friday unless revised by the County's Project Director.

All grass clippings shall be collected and removed from the site on the same day the area is mowed.

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

Mowing of turf at the facility shall be completed in one operation.

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

If a mowing operation cannot be completed thoroughly within the designated time frame, the Facility Project Manager shall be immediately notified through the Contractor's communication network.

Mowing – Frequency:
All turf areas shall be mowed no less than once (1) every week for a minimum total mowing frequency of 52 times per year. The Contractor may choose to provide additional mowing frequencies at no additional cost to the County.

9.1.3 EDGING

Contractor shall maintain all groundcover areas contiguous to turf areas "neatly" edged with all grass invasions eliminated.

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

All turf edges, including but not limited to sidewalks, drives, curbs, shrub beds, flower beds, groundcover beds, around tree bases, shall be edged to a neat and uniform line at all times.

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

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

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

Mechanical Edging and Frequency:
Mechanical edging shall be completed as one (1) operation in a manner that ensures a well defined edge. All walkways shall be edged with a power blade edger.

Mechanical edging of turf shall be performed 26 times per year; once (1) every other week.

Mechanical edging of groundcover shall be performed 26 times per year, once every other week.

9.1.4 HEDGE TRIMMING

Prune shrubs to encourage healthy growth habits and for shape in order to retain their natural form and proportionate size.

Restrict growth shrubbery to area behind curbs and walkways and within planter beds by trimming.

Under no circumstances shall hedge shears be used as a means of pruning. Prune all plant materials where necessary to present or eliminate hazardous conditions to vehicles or pedestrians.

All cuts shall be made sufficiently close, flush if possible, to the parent stem so that healing can readily start under normal conditions.

All limbs one and one-half inches (1 ½ “) or greater in diameter shall be undercut to prevent splitting.

Remove all dead diseased and unsightly shrubs and branches. Remove all clippings the same day that plant materials are pruned or trimmed.

Hedge Trimming – Frequency:
Formal hedge trimming; twice a month, as needed.

9.2 MANUAL OPERATIONS

9.2.1 CHEMICALS

All work involving the use of chemicals shall be in compliance with all Federal, State, and local laws and will be accomplished by a Licensed Qualified Applicator under the direction of a Licensed Pest Control Advisor. Contractor, in complying with the California Food and Agricultural Code, shall provide, to the Facility Project Manager, a copy of a valid Pest Control Operator’s License and a valid Pest Control Advisor’s License or a copy of said licenses from a sub-contractor thirty (30) days prior to using any and all applicable chemicals within the areas(s) to be maintained.

Contractor shall submit a listing of proposed chemicals to be used; including commercial name, application rates and type of usage to the Facility Project Manager for approval at the commencement of the contract. No work shall begin until written approval of use is obtained from the Facility Project Manager.

Chemicals shall only be applied by those persons possessing a valid California Certified Pest Control Applicator’s license. Application shall be in strict accordance with all governing regulations. Respirators and appropriate protective gear will be used in the application of chemicals as required by the California Occupational Safety and Health administration (Cal-OSHA), Department of Agriculture and other regulatory agencies.

Chemical Utilization Records:
Records of all operations stating dates, times, methods of applications, chemical formulations, applicators names, and weather conditions shall be made and retained in an active file for a minimum of three (3) years.

Contractor will provide a chemical use report (site specific) with monthly billing. A copy of the Pest Control Advisor’s recommendation for each application (site specific) shall be

provided to monitor and applicator prior to each application. This shall be in addition to the copy of the usage summary that is provided to the Agricultural Commissioner.

Special Permits:
All chemicals requiring a special permit for use must be registered, and a permit obtained from County Agricultural Commissioner's Office. An approved copy of permit shall be submitted to Facility Project Manager five (5) days prior to intended chemical usage.

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

Chemical Application:
Contractor shall apply chemicals when air currents are still, preventing drifting onto adjacent property and preventing any toxic exposure to persons whether or not they are in or near the area of application. Contractor shall apply herbicide per manufacturer's recommendation.

Weeds treated with a contact weed chemical shall be left in place for a minimum of seven (7) days. If kill is not complete, a second application shall be applied at no additional cost to the County. Weeds treated using a systemic chemical shall be left in place per manufacturer's recommendation.

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

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

Frequency:
Chemical turf detailing around trees, turf boundaries, and various irrigation components; once every two (2) months, or as stated. Chemical application to beds, planters, walkways, medians, curb and gutter expansion joints in all hard surface areas, slopes, hillsides; once (1) each month.

Chemical Application Notification:
Contractor shall give Facility Project Manager twenty-four (24) hour notification of use of chemicals for landscape areas.

9.2.2 CULTIVATION

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

Cultivation – Frequency:
Once every two weeks; as needed.

9.2.3 FLOWER BEDS

Any and all diseased plants are to be removed from all beds and then disposed properly. Broken, damaged, or unsightly flowers or plant parts are to be removed promptly.

No contact weed control chemical may be used in flower beds after they are planted for the season. Appropriate mulches are encouraged but must be aesthetically compatible and not physically or chemically harmful.

Flower Beds – Frequency:
Thinning of flower beds; twice a month, as needed.

9.2.4 GROUND COVER

Contractor shall remove all dead, diseased, and unsightly branches, vines or other growth as they develop.

All ground cover areas shall be pruned to maintain a neat edge along planter box walls.

Any runners that start to climb building, shrubs, or trees shall be pruned out of these areas.

Ground Cover – Frequency:
Ground cover thinning; twice a month, as needed.

9.2.5 HAZARDOUS MATERIALS

Contractor shall not dispose of hazardous material(s) on site. All such materials collected must be disposed of in compliance with all applicable rules, laws, and/or regulations.

9.2.6 IRRIGATION

Water requirements by plants vary according to the season and a particular year; the Contractor shall pay extremely close attention to the demands of the plants as influenced by their exposure to sun, wind, shade, and location in the individual planters. The variation in the size of plants installed as well as the varieties shall be taken into consideration. All landscaped and turf areas shall be irrigated as required to maintain adequate growth and appearance with a schedule most conducive to plant growth.

The delivery of adequate moisture to the landscaped areas shall include, but not be limited to hand watering, operation of manual valves, proper utilization of automatic controllers, and the bleeding of valves.

Adequate soil moisture will be determined by programming the irrigation system as follows:

a. Adjusting and setting the automatic controller to establish frequency and length of watering period, and monitoring all irrigation controllers.

b. Consideration must be given to soil conditions, humidity, minimizing runoff, and the relationship of conditions, which affect day and night watering. This may include daytime watering during freezing weather to prevent icy conditions, manual operation of the irrigation system, and/or hand watering with portable sprinklers during periods of windy or inclement weather.

c. A soil probe shall be used to a depth of twelve (12) inches to determine the water penetration by random testing of the root zones.

d. Watering shall be regulated to avoid interference with any use of the roadways, pavements, walks, or areas as designated for scheduled special events.

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

f. Irrigation system will be controlled in such a way as not to cause any excessively wet or "waterlogged" areas which could interfere with the ability to mow all turf. "In lawn" trees and other planting shall be protected from over-watering and run-off drowning.

g. New turf (up through the sixth mowing) shall be watered immediately after mowing. Well established turf shall not be watered for at least four (4) hours after mowing.

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

i. Watering shall comply with applicable water restriction regulations and directives.

9.2.7 IRRIGATION SYSTEM MAINTENANCE

Contractor and Facility Program Monitor or designee will conduct an inspection of the irrigation equipment at Facility to ensure operability within sixty (60) days of service start date. Contractor will submit a written report verifying working order of each irrigation system. County may ask to have the system repaired to a satisfactory condition. Once repaired, the Contractor will be required to keep the system in working condition. This also applies to landscape sites added during the term of the contract.

If system is working, Contractor shall, at all times, maintain the system in an operational state by repairing/replacing the irrigation system consisting of automatic controllers, control valves, gate valves, risers, quick couplers, swing joints and sprinkler heads including providing small parts: solenoids, filter screens, diaphragms, gaskets, springs, screws, adjustment screws, washers, “0” rings, wring and nozzles, at no cost to the County.

After inspection with County staff, Contractor will be responsible for the irrigation system, including **lateral lines**. Contractor will maintain a comprehensive monthly system operability check shall identify malfunctions and needs for repair. County is responsible for the main lines and back flow (unless otherwise shown on Landscape Maintenance Specification Sheet).

In addition to repair and replacement, Contractor must:

a. Adjust valves and sprinkler heads.
b. Replace all risers and swing joints to the lateral lines.
c. Replace button type turf and shrub heads.
d. Replace all missing covers to valve boxes.
e. Provide caps and plugs.

Contractor shall ensure that all personnel working on the irrigation system are fully trained in all phases of landscape irrigation systems and can easily identify and isolate problems and perform the proper testing and inspection of the irrigation system and the maintenance of the sprinkler heads. This knowledge of landscape irrigation systems shall include but not be limited to the operation, maintenance, adjustment and repair of said systems and their components.

In order to ensure the operability of the irrigation system, Contractor shall sequence controller(s) to each station manually to check the function of all facets of the irrigation system weekly and report any damage, malfunctioning equipment, and/or incorrect operation to the Facility’s Program Monitor or his designee. During the testing, Contractor shall:

f. Adjust and clean sprinkler heads for correct coverage to prevent excessive runoff and/or erosion and to prevent the spread onto roadways, sidewalks, hard surface areas, and private property. (may require the removal of the sprinkler head for this function)

g. Unplug clogged heads and flush lines to free lines of rocks, and debris once every four (4) months.

h. Flush irrigation lines of grit and gravel by removing the lat head of each lateral and operating the system until those materials are expelled.

i. All system malfunctions, damage, and obstructions shall be reported to County's Project Director or his designee and corrective action taken in a timely manner, not to exceed 48 hours after notification.

j. In addition to regular testing, Contractor shall inspect and test all irrigation systems as necessary when damage is suspected, observed, or reported.

k. Contractor shall repair/replacement malfunctioning quick couplers, pumping systems, manual or automatic valves, and sprinkler heads within (1) watering cycle irrigation damage shall be repaired or replaced with same size, and quantity or substitutes approved by County's Facility Project Monitor prior to installation.

l. Contractor shall correct malfunctioning irrigation systems and equipment within two (2) hours of identification or following verbal notification.

m. Replacements for the irrigation system shall be with originally specified equipment of the same size and quality or substitutes' approved by the Facility Project Manager prior to any installation.

n. If an automatic irrigation system or a portion of a system malfunctions, the Contractor, when authorized by the County, shall be responsible for the manual manipulation of that system for a period of 30 days from the date of the authorization. If the system requires manual manipulation for a greater period, the Facility Project Manager may opt to pay the Contractor additionally to continue the manual manipulation, or the Facility Project Manager may decide to terminate the supplemental irrigation. Such work shall be considered Other Work and shall be compensated as

provided in Paragraph 10, Unscheduled Work – Seasonal/Periodic Services.

9.2.8 LITTER CONTROL

Complete policing and litter pick-up to remove paper, glass, trash, undesirable materials, siltation and other accumulated debris within the hard surfaces, and landscaped areas to be maintained including, but not limited to, walkways, between and around planted areas, drains, parking lots, steps, planters, drains and catch basins shall be accomplished to ensure a neat appearance.

Complete policing, litter pick-up, supplemental hand sweeping of parking space, gutters, and other parking spaces inaccessible to power equipment shall be accomplished to ensure a neat appearance.

Contractor shall be required to remove all trash, clippings, and any other debris which results from its maintenance services and provide for its disposal on a daily basis.

Contractor shall not use County trash bins for maintenance operations. Contractor shall not dispose of hazardous material(s) on site. All such materials collected must be disposed of in compliance with all applicable rules, laws, and/or regulations.

Litter Control – Frequency:
Litter control shall be performed twice daily Monday through Friday, and once on Saturday. First time, no later than 7:30 a.m., and a second time no later than 1:00 p.m.

9.2.9 RAKING

Accumulation of leaves shall be removed from all landscaped areas including but not limited to beds, parking lots, walkways, planters, and turf areas under trees and removed from Facility site. Use of hand held blowers will be allowed unless legal authority dictates otherwise. Facility may dictate “no blowers”.

Raking – Frequency:
Turf under trees; at each service interval.
Shrubs, beds and planters; at each service interval.

9.2.10 RODENT CONTROL

Contractor shall maintain all areas free of rodents including but not limited to gophers and ground squirrels, since they may cause damage to turf, shrubs, groundcover, trees, and irrigation systems. The rodenticide product to be used shall be recommended by a licensed Pest Control Advisor, applied by a person possessing a valid California Certified Pest Control Applicator’s license, and pre-approved by the Facility Project Manager.

9.2.11 TRASH BINS

Contractor shall collect and remove ALL clippings the same day that plant materials are pruned, raked, mowed, or trimmed. Contractor shall not use County trash bins for maintenance operations.

9.2.12 WEED CONTROL

Contractor shall eradicate weeds from turf and cultivated and non-cultivated areas. This will include per-emergent and/or post-emergent chemical applications to turf areas.

Methods for removal of weeds, turf encroachment and detailing shall incorporate one (1) or all three (3) of the following: Hand Removal, Cultivation, and Chemical Eradication.

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

Remove or control all weeds and grass from beds, planters, walkways, drainage areas, expansion joints in all hard surface areas, driveways, parking lots, patios, roadways, slopes, hillsides, bare areas, around irrigation sprinkler heads and undeveloped areas.

Weed Control – Frequency:
Walkways, beds, planters, and landscapes shall be inspected, spot treated, and weeds removed; once (1) each month.

Developed areas of the facility that have become denuded shall be maintained weed free; once (1) each month.

Designated areas of a facility that are left in a natural state so that the plant's root systems are utilized to stabilize the soil, may occasionally need to be mowed or otherwise controlled to a given height for appearance or fire suppression reasons; once (1) a month.

9.3 DAMAGE TO SHRUBS, TREES, TURF OR GROUND COVER

All damage to shrubs, trees, turf or ground cover done by Contractor employees shall be repaired or replaced within five (5) working days.

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

Shrub Damage:
Minor damage may be corrected by appropriate pruning. Major damage shall be corrected by removal of the damaged shrub and replaced to comply with the provisions in the specifications.

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

Tree Damage:
Minor damage such as bark lost from impact of mowing equipment shall be remedied by a qualified tree surgeon or arborist. If damage results in loss of tree, the damaged tree shall be removed and replaced to comply with the specified instructions of the Facility Project Monitor. All trees permanently damaged will be replaced at County's expense with the exception of those damaged or destroyed due to fault of Contractor or its employees. Replacement shall be with the identical species of tree existing previously, unless otherwise notified in writing by Facility Project Monitor or his/her designee. Size of the replacement shall be of like size not to exceed 24 inch box specimen container size. The need for replacement will be determined by Facility Project Monitor or his/her designee.

9.4 PLANT MATERIALS

Plant materials shall conform to the requirements of the landscape plan of the area and to "Horticultural Standards" of American Association of Nurserymen as to kind, size, age, etc. Plants of record and specification should be consulted to ensure correct identification of species. Plant material larger than those specified may be supplied if complying in all other respects. Substitutions may be allowed but only with prior written approval by the Facility Project Manager.

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

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

All trees shall be measured six (6) inches above the ground surface. Where caliper or other dimensions of any plant material are omitted from the Standardized Plant Name List", it shall be understood that these plant

materials shall be normal stock for the type listed, and must be sturdy enough to stand safely without staking.

All shrubs shall be guaranteed to live and remain in healthy condition for no less than 90 days from the date of planting by the Contractor.

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

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

10.0 UNSCHEDHULED WORK – SEASONAL/PERIODIC SERVICES

Following are specific seasonal/periodic tasks Contractor may perform during the contract term. County reserves the right to perform Seasonal/Periodic work itself or assign the work to another Contractor. County's Facility Project Manager shall review on an ongoing basis all unscheduled work to be performed as specified herein.

At County's request for any unscheduled services listed under this Paragraph 10, Contractor shall submit for approval a written estimate along with an action plan detailing the proposed schedule of services to be performed. The action plan shall at a minimum describe in detail task(s) to be performed, frequency of service, staff hours per frequency, and as applicable license/certificate numbers of person performing task. The action plan shall be submitted within ten (10) days of County's request for services. In any case, no unscheduled work shall be performed without County's prior written authorization.

If Facility Project Manager determines, in his sole judgment, that any frequency of service for unscheduled work is not necessary, the Facility Project Manager shall notify Contractor in writing that such particular frequency of service shall not be performed and Contractor shall not perform such frequency of service and shall have no claim whatsoever against County therefore.

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

Upon County's written authorization, all unscheduled work described herein shall commence on the date specified by Facility Project Manager and Contractor shall proceed diligently to complete such work within the time allotted.

10.1 AERIFICATION

Upon County's written approval for aerification services, Contractor shall:

a. Aerate all turf areas by using a device that removes one-half inch cores to a depth of two inches and not more than six inch spacing on center.

b. Complete turf aerification during the period of April through November. In the fall, overseed all aerified turf areas. Aerify, renovate or verticut, seed, and mulch (spread evenly over the entire area to a uniform depth of 1/4 inch) in sequence. Additionally, aerification may be required immediately after vertical (thatch removal) operation and just prior to over seeding and fertilization.

c. Remove all cores from the turf and dispose off-site or thoroughly pulverized within twenty-four (24) hours after aerating.

Aerification – Frequency:
Turf aerification may be requested one (1) time per year, beginning in the spring and completed by the fall.

10.2 DISEASE/INSECT CONTROL

It is the County's intent to maintain all landscape areas free of disease and insects that could cause damage to plant materials including but not limited to trees, shrubs, groundcover, and turf.

Notification of any disease, insects, or unusual conditions that may develop shall be reported to the Facility's Project Manager. Upon County's written approval for disease/insect control services, Contractor shall:

a. Disease: Submit an action plan that at a minimum describes in detail a disease control program to control and prevent all common diseases from causing serious damage, frequency of service, staff hours per frequency, and as applicable license/certificate numbers of person performing task. The action plan shall be submitted within ten (10) days of County's request for services. Disease control shall be achieved utilizing materials and rates recommended by an Arborist.

b. Insect: Submit an action plan that at a minimum describes in detail an insect control program to prevent all common insects from causing serious damage. Insect control shall be achieved utilizing materials and rates recommended by a licensed California Pest Control Advisor.

10.3 FERTILIZATION (Per Application)

Upon County's written approval for fertilization services, Contractor shall:

a. Apply fertilizer in sections determined by the areas covered by each irrigation system. Immediately after fertilization, thoroughly soak all areas fertilized.

b. Apply fertilizer within the tree dripline to provide healthy color. Fertilizer should be organic and granular in form without trace elements.

c. Apply fertilizer to provide a healthy color in all shrubs and groundcover. Foliar feeding may be used if applicable. Fertilizer shall be organic and granular in form without trace elements.

d. Apply not less than one (1) pound of actual available nitrogen in a balance fertilizer form for each one thousand (1,000) square feet of turf area. All fertilizer shall be inorganic and granular in form with an approximate ratio of 4-1-2.

e. Fertilize utilizing ratios and mixtures per manufacturer's recommendation.

10.4 RENOVATION - TURF

Upon County's written approval for turf renovation services, Contractor shall:

a. Renovate turf to the soil line and remove all excessive thatch. Upon completion of turf renovation, all turf areas shall be over seeded, mulched and watered.

b. Over seed area utilizing blends or mixtures per manufacturer's recommendation to maintain a good appearance.

c. Spread mulch evenly over the entire area to a uniform depth.

10.5 VERTICAL MOWING

Upon County's written approval for vertical mowing services, Contractor shall:

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

b. Avoid unnecessary or excessive injury to turf grass.

c. Sweep or rake dislodged thatch from turf areas and removed from facility site.

d. Use standard renovating or vertical mowing equipment.

10.6 TURF RESEEDING/RESTORATION OF BARE AREAS

The Facility Project Manager may require the use of sod when deemed necessary. The Contractor shall be entitled to additional compensation for the cost of the sod only provided loss of turf was not due to Contractor negligence. Upon County's written approval of services, Contractor shall:

a. Overseed areas utilizing blends or mixtures at the rate of application as required to maintain a good appearance.

b. Overseed all damaged, vandalized or bare areas to re-establish turf to an acceptable quality compatible to that of existing turf.

c. Commence overseeding no later than October 1 and be completed within three (3) weeks of commencement.

10.7 TREE MAINTENANCE

It is the County's intent to ensure that all trees are pruned and/or thinned at each Facility once during the first three years of the contract term through its own resources, by Contractor, or assign the work to another Contractor.

In any case, Contractor shall submit for approval a written estimate along with an action plan detailing the proposed schedule of tree pruning and/or thinning of all trees at Facility to be performed during the first three years of contract term. The action plan shall at a minimum describe in detail the type of tree service to be performed (i.e., Coarse pruning, fine pruning, raising branches, Crowning, thinning), a detailed cost for each type of tree service to be performed, staff hours per frequency, and as applicable license/certificate numbers of person performing task. The action plan shall be submitted within the first 90 days of contract implementation. No unscheduled work shall be performed without County's prior written authorization.

Upon County's written approval for tree maintenance services, Contractor shall:

a. Follow the International Society of Arboriculture (ISA's) Tree Pruning Guidelines, more recent ANSI A300 Pruning Standards, ANSI Z133.1 Safety Standards, and as described in Paragraph 10.8, Tree Pruning.

b. Prune and/or thin all trees at Facility once during the first three years of the contract term, unless otherwise approved by the Facility Chief Executive Officer or designee.

c. Prior to any tree maintenance, Contractor shall submit to Facility Chief Executive Officer or designee a detailed work schedule for tree services to occur during the first three years of contract term, within the first 90 days of contract implementation. Facility Chief Executive Officer may request adjustments to the schedule during the three-year term.

The work schedule shall include: 1) the time frames by day of the week, morning, and afternoon 2) a detailed description & reason for pruning to be performed, i.e., coarse, medium, fine, raising branches, crown cleaning, crown thinning, crown raising, hazard reduction, and or maintenance 3) an itemized cost detail for each task to be performed in accordance to the Seasonal/ Periodic/Other Services Price Sheet, Exhibit B-2.

Contractor shall use a Certified Arborist and/or a certified horticulturist, approved by DHS Facility, for providing direction during maintenance. Contractor shall use a skilled and experienced Tree Trimmer to perform the

various tree maintenance services described herein. Contractor will ensure that all work is performed in a safe manner as established by the California Occupational Safety and Health Administration (Cal-OSHA) and other regulatory agencies.

If Contractor recommends that a particular tree does not require service during a contract year, then Facility Project Manager may take that recommendation into consideration. However, if Facility Project Manager does not agree with Contractor's recommendation, then Contractor shall provide the tree service.

10.8 TREE PRUNING

Upon County's written approval for tree pruning services, Contractor shall prune trees with the intent of developing structurally sound trees, symmetrical in appearance with the proper vertical and horizontal clearance.

Under no circumstances shall hedge shears be used as a means of pruning trees. All dead and damaged branches and limbs shall be removed at the point of breaking.

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

All wounds to trees and shrubs one (1) inch in diameter or over shall be painted with asphaltic base tree paint immediately after pruning.

Pruning Procedures:
Rapid healing of pruning wounds is dependent upon where the cut is made when removing limbs. NEVER LEAVE SHORT STUBS. Some trees produce a corky ring of growth where a limb originates. The pruning cut shall be made toward the outside portion of the "collar". If a tree does not produce this characteristic "collar", then make the cut flush to the limb where it is growing.

a. All limbs 1 1/2" or greater in diameter shall be undercut to prevent splitting. All limbs shall be lowered to the ground using a method which prevents damage to the remaining limbs.

b. All cuts exceeding 1/2" shall be treated with an appropriate tree heal compound.

c. All equipment utilized shall be clean, sharp and expressly designed for tree pruning.

d. Only rope and saddle climbing gear without climbing spurs or spikes will be allowed for pruning live trees.

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

e. All trees shall be pruned for vertical and horizontal clearance. Such clearances are nine (9) feet for pedestrian areas and walkways and fourteen (14) feet for vehicular roadways.

f. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline. Limbs should extend alternately from the trunk on twelve (12) inches or twenty (24) four inch spacing.

g. All trees shall be thinned of smaller limbs to distribute the foliage evenly.

h. All trees shall be trimmed and shaped to provide a symmetrical appearance typical of the species.

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

j. No stubs will be permitted.

k. Contractor shall report to the Facility Project Manager all structural weaknesses such as split crotch or limbs, diseased or decayed limbs, or severe damage.

l. Contractor shall place special emphasis upon public safety during pruning operations, particularly when adjacent to roadways and pedestrian areas.

m. All trimmings and debris shall be removed and disposed of off-site at the end of day's work.

n. All trees which are downed by either natural or unnatural causes, shall be removed and disposed off-site. Where possible, stumps shall be removed to 12 inches below grade and wood chips and hole backfilled to grade.

o. In accordance with Fish and Game Code, Section 3503, the Contractor shall not "take, possess, or needlessly destroy the nest eggs of any bird, except as otherwise provided by this code or any regulation made pursuant thereto." In case of an accidental take, the Contractor shall contact the California Department of Fish and Game at (562) 590-5126.

p. All walkways, entrances and exits to buildings shall be clear of debris and accessible to wheelchair and ambulatory traffic in areas where pruning is being performed.

q. Parking lots and stalls shall not be blocked without prior arrangements with the Facility Project Manager.

Scheduled Pruning:
Pruning shall be scheduled and performed during the Fall (October through December) of each contract year.

Pruning services shall not exceed two (2) weeks. Extended periods may be allowed at the discretion of the Facility Chief Executive Officer.

Rescheduling is at the discretion of the Facility Chief Executive Officer or designee. Contractor will be notified within at least five (5) working days prior to reschedule pruning.

Staking and Tying:
Contractor shall replace missing or damaged stakes where the tree diameter is less than three (3) inches.

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

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

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

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

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

Stakes will be placed eight (8) inches from the trunk of the tree. Stakes and ties will be placed so no chafing of bark occurs.

Damaged trees shall be staked and tied within twenty-four (24) hours of identification of damage by Contractor or of County or the public's notification to Contractor. Replacement stakes or new staking shall be completed within five (5) days.

10.9 PALM TREE CARE

All palm trees located at Facility shall be maintained and kept free of dead fronds and potential falling debris at all times.

Palm trees shall not be trimmed during the bird nesting season of April 1 through June 30 unless otherwise approved by the Facility Project Manager.

11.0 UNSCHEDULED OTHER WORK

The Facility Project Manager or his designee may authorize the Contractor to perform landscape-related unscheduled other work, assuming surplus funds from Unscheduled Work - Seasonal/Periodic Services, Paragraph 10 exist, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third party negligence; or to add to, modify or refurbish existing facilities.

Prior to performing any unscheduled other work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials to complete the work. No unscheduled other work shall commence without prior written authorization by the Facility Chief Executive Officer.

When a condition exists wherein there is imminent danger of injury to the public or damage to property, Contractor shall contact County's Project Director for approval before beginning the work. A written estimate shall be sent within twenty-four (24) hours for approval. Contractor shall submit a detailed invoice to County's Project Director within five (5) working days after completion of the work.

All unscheduled other work shall commence on the established specified date. Contractor shall proceed diligently to complete said work within the time allotted. The County reserves the right to perform unscheduled work itself or assign the work to another Contractor.

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PERFORMANCE REQUIREMENTS SUMMARY(PRS) CHART

REFERENCE/REQUIRED SERVICE	STANDARD PERFORMANCE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
Contract Terms and Conditions			
Contract, 7.2 Approval of Contractor's Staff	County's approval of staff.	Inspection and Observation	$50 per occurrence
Contract, 7.4 Background and Security Investigations	Contractor's staff not passing background checks are not to work at County Facilities and shall be removed from County Facilities.	Inspection and Observation	as applicable $50 per occurrence
Contract, 8.9 Compliance with Living Wage	Contractor to be in compliance with County's Living Wage program	Inspection and Observation	$100 per occurrence; possible termination for default of contract
Contract, 8.22 General Insurance Requirements	Compliance with Contract Insurance Requirements	Receipt of current COI	$100 per occurrence; termination for default of contract
Contract, 8.39 Subcontracting	Contractor shall obtain County's written approval prior to subcontracting work. Upon written approval to subcontract, Contractor shall provide all information listed in paragraph 8.39.2, including valid licenses.	Inspection and Observation	$100 per occurrence; possible termination for default of contract
Routine Landscape Maintenance Services			
SOW, 1.6 non-interference	Contractor not interfere with the public use of the premises and conducts its operations as to offer the least possible obstruction, inconvenience, disruption to the peace and quiet of area.	Observation of Response	$50 per occurrence

PERFORMANCE REQUIREMENTS SUMMARY(PRS) CHART

REFERENCE/REQUIRED SERVICE	STANDARD PERFORMANCE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
SOW, 9.2 Chemicals	All work is in compliance with the terms of Paragraph 9.2 and all Federal, State, and local laws and accomplished by a Licensed Qualified Applicator. Prior to using any and all applicable chemicals, Contractor provided as appropriate, a copy of a valid Pest Control Operator's License, Pest Control Advisor's License, or any other applicable licenses.	Receipt of documentation, Observation	$100 per occurrence; possible termination for default of contract.
SOW, 9.1.1 Hazard Reduction Pruning	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 9.1.2 Mowing	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 9.1.3 Edging	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 9.1.4 Hedge Trimming	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 9.2.4 Ground Cover	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 9.2.5 Hazardous Materials	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 9.2.6 Irrigation	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 9.2.7 Irrigation System Maintenance	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 9.2.8 Litter Control	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 9.2.9 Raking	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 9.2.10 Rodent Control	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 9.2.11 Trash Bins	100% Completion of Required Services	Inspection and Observation	$200 per occurrence
SOW, 9.2.12 Weed Control	100% Completion of Required Services	Inspection and Observation	$50 per occurrence

PERFORMANCE REQUIREMENTS SUMMARY(PRS) CHART

REFERENCE/REQUIRED SERVICE	STANDARD PERFORMANCE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
SOW, 6.3 Project Manager	Provide a Project Manager accessible all hours 365 days/year. Must read, speak, and understand English.	Inspection and Observation	
SOW, 6.4 Personnel	Contractor shall assign a sufficient number of employees to perform the required work.	Inspection and Observation	$100 per occurrence
SOW, 6.5 Uniforms/I.D. badges	Contractor to ensure all employees wear approved uniforms and I.D. badges.	Inspection and Observation	$50 per occurrence
SOW, 6.7 Training	Provide Training Programs for new employees.	Provide copies of Programs upon County request	$50 per occurrence
SOW, 6.8 Contractor's Office/inquiries and complaints	Contractor to maintain an office in Los Angeles County. Must be staffed 8-5 M-F. When closed, must have answering service, cellular phone or pager to respond to County calls within 2 hours. Maintain a written log of all complaints, the date, time, and action taken.	Inspection and Observation.	$50 per occurrence
SOW, 8.0 Work Schedules	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
UNSCHEDULED WORK - Seasonal/Periodic Landscape Services			
SOW, 10.1 Aerification	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 10.2 Disease/Insect Control	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 10.3 Fertilization (Per Application)	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 10.4 Renovation-Turf	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 10.5 Vertical Mowing	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 10.6 Turf Reseeding	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 10.7 Tree Maintenance	100% Completion of Required Services	Inspection and Observation	$1000 per occurrence

PERFORMANCE REQUIREMENTS SUMMARY(PRS) CHART

REFERENCE/REQUIRED SERVICE	STANDARD PERFORMANCE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
SOW, 10.8 Tree Pruning	100% Completion of Required Services	Inspection and Observation	$500 per occurrence
SOW, 10.9 Palm Tree Care	100% Completion of Required Services	Inspection and Observation	$500 per occurrence
SOW, 11.0 Other Work	100% Completion of Required Services	Inspection and Observation	$50 per occurrence

ATTACHMENT B

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES:

Prepared: _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

_____

_____

Signature of County Representative: _____ Date: _____

Deadline for Completion: Date: _____

CONTRACTOR RESPONSE: (Cause and Corrective Action):

_____

_____

Signature of County Representative: _____ Date: _____

COUNTY EVALUATION OF CONTRACTOR RESPONSE:

_____

_____

Signature of County Representative: _____ Date: _____

COUNTY ACTIONS: _____

_____

_____

CONTRACTOR NOTIFIED OF ACTION: _____ _____

Signature of County Representative: _____ Date: _____

Signature of County Representative: _____ Date: _____

EXHIBIT B-1

DEPARTMENT OF HEALTH SERVICES

PRICE SHEET

SPECIFIC WORK REQUIREMENTS – ROUTINE LANDSCAPE SERVICES

CONTRACTOR: ACCENT LANDSCAPE, INC.

AGREEMENT NO._____

FACILITY GROUP A	SERVICE FREQUENCY*	TOTAL MONTHLY COST
Harbor UCLA Medical Center 1000 W. Carson Street Torrance, CA 90509	**DAILY**	**$22,209.63**
Long Beach Comprehensive Health Center 1333 Chestnut Avenue Long Beach, CA 90813	**DAILY**	**$2,474.37**
Wilmington Health Center 1325 Broad Avenue Wilmington, CA 90744	**DAILY**	**$1,113.59**

* Contractor shall provide all landscape services under the frequencies specified in Statement of Work (SOW) at the cost described herein, unless instructed otherwise on the Facility Landscape Specification Sheet in SOW, EXHIBIT C. The monthly cost shall be all inclusive and includes but not limited to all administrative costs, labor, supervision, materials, transportation, taxes, equipment and supplies, dumping fees.

EXHIBIT B-2

DEPARTMENT OF HEALTH SERVICES

PRICE SHEET

UNSCHEDULED WORK - SEASONAL/PERIODIC/OTHER SERVICES

Facility	**Harbor UCLA MEDICAL CENTER**
Address	1000 W. Carson Street, Torrance, CA 90509
Hours of Operation	Services to be provided between the hours of 6 a.m to 6 p.m. M-F, and 6 a.m. to 11 a.m on Saturday

I. SEASONAL/PERIODIC LANDSCAPE MAINTENANCE SERVICES

TASK		Staff Hours Per Frequency	Frequency	Total Maximum Frequency Cost	Total Maximum Cost Per Contract Year
Aerification (SOW, Paragraph 10.1)		64	Twice a year	$2,400	$4,800
Disease/Insect Control (SOW, Paragraph 10.2)		8	As needed	$250	$1,500
Fertilization (SOW, Paragraph 10.3)		40	Twice per year	$3,860	$7,720
Renovation-Turf (SOW, Paragraph 10.4)		208	As requested	$14,720	$14,720
Vertical Mowing (SOW, Paragraph 10.5)		168	Annually	$5,840	$5,840
Turf Reseeding (SOW, Paragraph 10.6)		40	As requested	$8,880	$8,880
Rodent Control (SOW, Paragraph 9.2.10)		8	As needed	$250	$1,500
Tree Maintenance * (SOW, Paragraph 10.12)					
Coarse Pruning	57	75	1x/3yrs	$4,275	$1,425
Medium Pruning	83	150		$12,450	$4,150
Fine Pruning	110	190		$20,900	$6,967
Raising Branches	26	60		$1,560	$520
Crown Cleaning	66	60		$3,960	$1,320
Crown Thinning	43	60		$2,580	$860
Crown Raising	0	0		$0	$0
Palm Trees (SOW 10.9)	40	110		$4,400	$1,467
			ANNUAL TOTAL		$61,668

* All trees shall be pruned at each Facility once during the first three years of the contract term. Provide a cost for each **Tree Maintenance** task along with a description of tree(s) to be serviced and a reasoning for selection of type of pruning to be used. Pruning definitions are listed in SOW, Paragraph 2.6, 2.8, and 2.9. Divide Total Maximum Frequency Cost by 3.
All palm trees shall be maintained at each Facility. Divide Total Maximum Frequency Cost by 3.

II. UNSCHEDULED/OTHER WORK

CLASSIFICATION	HOURLY RATE (Includes Profit & Overhead)
Pest Control Operator	$90 per hour
Irrigation Specialist	$85 per hour
Landscape Maintenance Laborer	$32 per hour

EXHIBIT B-2

DEPARTMENT OF HEALTH SERVICES

PRICE SHEET

UNSCHEDULED WORK - SEASONAL/PERIODIC/OTHER SERVICES

Facility	**LONG BEACH COMPREHENSIVE HEALTH CENTER**
Address	1333 Chestnut Avenue, Long Beach, CA 90813
Hours of Operation	Services to be provided between the hours of 6 a.m to 6 p.m. M-F, and 6 a.m. to 11 a.m on Saturday

I. SEASONAL/PERIODIC LANDSCAPE MAINTENANCE SERVICES

TASK		Staff Hours Per Frequency	Frequency	Total Maximum Frequency Cost	Total Maximum Cost Per Contract Year
Aerification (SOW, Paragraph 10.1)		20	Twice a year	$330	$660
Disease/Insect Control (SOW, Paragraph 10.2)		3	As needed	$50	$300
Fertilization (SOW, Paragraph 10.3)		13	Twice per year	$160	$320
Renovation-Turf (SOW, Paragraph 10.4)		67	As requested	$1060	$1060
Vertical Mowing (SOW, Paragraph 10.5)		54	Annually	$700	$700
Turf Reseeding (SOW, Paragraph 10.6)		13	As requested	$360	$360
Rodent Control (SOW, Paragraph 9.2.10)		3	As needed	$50	$300
Tree Maintenance * (SOW, Paragraph 10.12)					
Coarse Pruning	5	75	1x/3yrs	$375	$1,425
Medium Pruning	0	150		$0	$0
Fine Pruning	19	190		$3,610	$1,203
Raising Branches	13	60		$780	$260
Crown Cleaning	6	60		$360	$120
Crown Thinning	11	60		$660	$220
Crown Raising	0	0		$0	$0
Palm Trees (SOW 10.9)	12	110		$1,320	$440
			ANNUAL TOTAL		$6,068

* All trees shall be pruned at each Facility once during the first three years of the contract term. Provide a cost for each **Tree Maintenance** task along with a description of tree(s) to be serviced and a reasoning for selection of type of pruning to be used. Pruning definitions are listed in SOW, Paragraph 2.6, 2.8, and 2.9. Divide Total Maximum Frequency Cost by 3.
All palm trees shall be maintained at each Facility. Divide Total Maximum Frequency Cost by 3.

II. UNSCHEDULED/OTHER WORK

CLASSIFICATION	HOURLY RATE (Includes Profit & Overhead)
Pest Control Operator	$90 per hour
Irrigation Specialist	$85 per hour
Landscape Maintenance Laborer	$32 per hour

EXHIBIT B-2

DEPARTMENT OF HEALTH SERVICES

PRICE SHEET

UNSCHEDULED WORK - SEASONAL/PERIODIC/OTHER SERVICES

Facility	**WILMINGTON HEALTH CENTER**
Address	1325 Broad Avenue, Wilmington, CA 90744
Hours of Operation	Services to be provided between the hours of 6 a.m to 6 p.m. M-F, and 6 a.m. to 11 a.m on Saturday

I. SEASONAL/PERIODIC LANDSCAPE MAINTENANCE SERVICES

TASK		Staff Hours Per Frequency	Frequency	Total Maximum Frequency Cost	Total Maximum Cost Per Contract Year
Aerification (SOW, Paragraph 10.1)		5	Twice a year	$270	$540
Disease/Insect Control (SOW, Paragraph 10.2)		1	As needed	$50	$300
Fertilization (SOW, Paragraph 10.3)		2	Twice per year	$70	$140
Renovation-Turf (SOW, Paragraph 10.4)		14	As requested	$720	$720
Vertical Mowing (SOW, Paragraph 10.5)		11	Annually	$570	$570
Turf Reseeding (SOW, Paragraph 10.6)		3	As requested	$150	$150
Rodent Control (SOW, Paragraph 9.2.10)		1	As needed	$50	$300
Tree Maintenance * (SOW, Paragraph 10.12)					
Coarse Pruning	4	75	1x/3yrs	$300	$100
Medium Pruning	0	150		$0	$0
Fine Pruning	6	190		$1,140	$380
Raising Branches	4	60		$240	$80
Crown Cleaning	1	60		$60	$20
Crown Thinning	0	60		$0	$0
Crown Raising	0	0		$0	$0
Palm Trees (SOW 10.9)	2	110		$220	$73
			ANNUAL TOTAL		$3,373

* All trees shall be pruned at each Facility once during the first three years of the contract term. Provide a cost for each **Tree Maintenance** task along with a description of tree(s) to be serviced and a reasoning for selection of type of pruning to be used. Pruning definitions are listed in SOW, Paragraph 2.6, 2.8, and 2.9. Divide Total Maximum Frequency Cost by 3.
All palm trees shall be maintained at each Facility. Divide Total Maximum Frequency Cost by 3.

II. UNSCHEDULED/OTHER WORK

CLASSIFICATION	HOURLY RATE (Includes Profit & Overhead)
Pest Control Operator	$90 per hour
Irrigation Specialist	$85 per hour
Landscape Maintenance Laborer	$32 per hour

EXHIBIT C

DEPARTMENT OF HEALTH SERVICES – COUNTY OF LOS ANGELES
LANDSCAPE MAINTENANCE SERVICES
FACILITY SPECIFICATION SHEET

Facility	Harbor-UCLA Medical Center
Address	1000 W. Carson Street, Torrance CA 90509
Hours of Operation	Services to be provided between the hours of 6 a.m to 6 p.m. M-F, and 6 a.m. to 11 a.m on Saturday

# Trees	# Palm Trees	Shrubs Y/N	Hedges Y/N	# Planters	Grass Y/N	Irrigation System Y/N
250	40	Y	Y	78	Y	Y

Reference	Routine Landscape Maintenance	Frequency
9.1.2	Mowing	Weekly
9.1.3	Edging	Once every other week
9.1.4	Hedge Trimming	Twice a month, as needed
9.2.2	Cultivation	Once every two weeks, as needed
9.2.3	Flower Beds	Twice a month, as needed
9.2.4	Ground Cover	Twice a month, as needed
9.2.7	Irrigation System Maintenance	Each visit
9.2.8	Litter Control	Twice daily 1st am 2nd 1pm M-F, Once on Saturday
9.2.9	Raking	Each visit
9.2.10	Rodent Control	As needed
9.2.12	Weed Control	Once each month
9.2	Chemical turf detailing around trees, turf boundaries and various irrigation components	Once every two months
9.2	Chemical application to beds, planters, walkways, medians, curb and gutter expansion joints in all hard surface areas, slopes, hillsides	Once each month
9.12	Hazard Reduction Pruning (HRP)	As needed
9.15	Interior Plants	As needed
Reference	**Unscheduled Work - Seasonal/Periodic/Other Services**	**Frequency**
10.1	Aerification	Twice a year
10.2	Disease/Insect Control	As needed
10.3	Fertilization	Twice per year
10.4	Turf Renovation	As requested
10.5	Vertical Mowing	Annually
10.6	Turf Reseeding/Restoration of Bare Areas	As requested
10.7 10.8	Tree Maintenance Tree Pruning	All trees -once in 3 year contract term
11.0	Unscheduled Other Work	As requested

Describe Special Operational Requirements
Weed control as needed on Parking Lot V (south corner)

* **Approximate Number. Proposal included a total cost for Tree Maintenance of ALL trees at facility.**

Contract Monitor:_____

EXHIBIT C

DEPARTMENT OF HEALTH SERVICES – COUNTY OF LOS ANGELES
LANDSCAPE MAINTENANCE SERVICES
FACILITY SPECIFICATION SHEET

Facility	Long Beach Comprehensive Health Center
Address	1333 Chestnut Avenue, Long Beach CA 90813
Hours of Operation	Services to be provided between the hours of 6 a.m to 6 p.m. M-F, and 6 a.m. to 11 a.m on Saturday

# Trees	# Palm Trees	Shrubs Y/N	Hedges Y/N	# Planters	Grass Y/N	Irrigation System Y/N
24	12	Y	Y	16	Y	Y

Reference	Routine Landscape Maintenance	Frequency
9.1.2	Mowing	Weekly
9.1.3	Edging	Once every other week
9.1.4	Hedge Trimming	Twice a month, as needed
9.2.2	Cultivation	Once every two weeks, as needed
9.2.3	Flower Beds	Twice a month, as needed
9.2.4	Ground Cover	Twice a month, as needed
9.2.7	Irrigation System Maintenance	Each visit
9.2.8	Litter Control	Twice daily 1st am, 2nd 1pm M-F, Once on Saturday
9.2.9	Raking	Each visit
9.2.10	Rodent Control	As needed
9.2.12	Weed Control	Once each month
9.2	Chemical turf detailing around trees, turf boundaries and various irrigation components	Once every two months
9.2	Chemical application to beds, planters, walkways, medians, curb and gutter expansion joints in all hard surface areas, slopes, hillsides	Once each month
9.12	Hazard Reduction Pruning (HRP)	As needed
9.15	Interior Plants	As needed
Reference	**Unscheduled Work - Seasonal/Periodic/Other Services**	**Frequency**
10.1	Aerification	Twice a year
10.2	Disease/Insect Control	As needed
10.3	Fertilization	Twice per year
10.4	Turf Renovation	As requested
10.5	Vertical Mowing	Annually
10.6	Turf Reseeding/Restoration of Bare Areas	As requested
10.7 10.8	Tree Maintenance Tree Pruning	All trees -once in 3 year contract term
11.0	Unscheduled Other Work	As requested

Describe Special Operational Requirements

* **Approximate Number. Proposal included a total cost for Tree Maintenance of ALL trees at facility.**

Contract Monitor:_____

EXHIBIT C

DEPARTMENT OF HEALTH SERVICES – COUNTY OF LOS ANGELES
LANDSCAPE MAINTENANCE SERVICES
FACILITY SPECIFICATION SHEET

Facility	Wilmington Health Center
Address	1325 Broad Avenue, Wilmington, CA 90744
Hours of Operation	Services to be provided between the hours of 6 a.m to 6 p.m. M-F, and 6 a.m. to 11 a.m on Saturday

# Trees	# Palm Trees	Shrubs Y/N	Hedges Y/N	# Planters	Grass Y/N	Irrigation System Y/N
10	2	Y	Y	3	Y	Y

Reference	Routine Landscape Maintenance	Frequency
9.1.2	Mowing	Weekly
9.1.3	Edging	Once every other week
9.1.4	Hedge Trimming	Twice a month, as needed
9.2.2	Cultivation	Once every two weeks, as needed
9.2.3	Flower Beds	Twice a month, as needed
9.2.4	Ground Cover	Twice a month, as needed
9.2.7	Irrigation System Maintenance	Each visit
9.2.8	Litter Control	Twice daily 1st am, 2nd 1pm M-F, Once on Saturday
9.2.9	Raking	Each visit
9.2.10	Rodent Control	As needed
9.2.12	Weed Control	Once each month
9.2	Chemical turf detailing around trees, turf boundaries and various irrigation components	Once every two months
9.2	Chemical application to beds, planters, walkways, medians, curb and gutter expansion joints in all hard surface areas, slopes, hillsides	Once each month
9.12	Hazard Reduction Pruning (HRP)	As needed
9.15	Interior Plants	As needed
Reference	**Unscheduled Work - Seasonal/Periodic/Other Services**	**Frequency**
10.1	Aerification	Twice a year
10.2	Disease/Insect Control	As needed
10.3	Fertilization	Twice per year
10.4	Turf Renovation	As requested
10.5	Vertical Mowing	Annually
10.6	Turf Reseeding/Restoration of Bare Areas	As requested
10.7 10.8	Tree Maintenance Tree Pruning	All trees -once in 3 year contract term
11.0	Unscheduled Other Work	As requested

Describe Special Operational Requirements

* **Approximate Number. Proposal included a total cost for Tree Maintenance of ALL trees at facility.**

Contract Monitor:_____

EXHIBIT D

CONTRACTOR'S EEO CERTIFICATION

ACCENT LANDSCAPE, INC._____
Company Name

PO BOX 3550 GARDENA CA 90247_____
Address

95-3763898
_____
Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Contractor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Contractor has written policy statement prohibiting discrimination in all phases of employment.	( )	( )
2. Contractor periodically conducts a self-analysis or utilization analysis of its work force.	( )	( )
3. Contractor has a system for determining if its employment practices are discriminatory against protected groups.	( )	( )
4. When areas are identified in employment practices, Contractor has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	( )	( )

_____ _____
Signature Date

ROBERT IZUMO, PRESIDENT
_____
Name and Title of Signer (please print)

EXHIBIT E

COUNTY'S ADMINISTRATION

FACILITY GROUP A

(Harbor UCLA MC, Long Beach CHC, Wilmington HC)

FACILITY CEO/ADMINISTRATOR:

Name: _____

Title: _____

Address: _____

Telephone: ( ) _____

Facsimile: ( ) _____

E-Mail Address: _____

FACILITY PROJECT MANAGER/FACILITY DESIGNEE:

Name: _____

Title: _____

Address: _____

Telephone: ( ) _____

Facsimile: ( ) _____

E-Mail Address: _____

FACILITY PROJECT MONITOR:

Name: _____

Title: _____

Address: _____

Telephone: ( ) _____

Facsimile: ( ) _____

E-Mail Address: _____

EXHIBIT F

CONTRACTOR'S ADMINISTRATION

NAME OF CONTRACTOR : ACCENT LANDSCAPE, INC.

FACILITY GROUP A: Harbor UCLA MC, Long Beach CHC, Wilmington HC

CONTRACTOR'S PROJECT MANAGER: _____

Name: _____

Title: _____

Address: _____

Telephone: ( ) _____

Facsimile: ( ) _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S) _____

Name: _____

Title: _____

Address: _____

Telephone: ( ) _____

Facsimile: ( ) _____

E-Mail Address: _____

_____

Name: _____

Title: _____

Address: _____

Telephone: ( ) _____

Facsimile: ( ) _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following address: _____

Name: _____

Title: _____

Address: _____

Telephone: ( ) _____

Facsimile: ( ) _____

E-Mail Address: _____

EXHIBIT G

Title 2 ADMINISTRATION

Chapter 2.203.010 through 2.203.090

CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or

6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief executive officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.
This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28,2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

2.203.040 Contractor Jury Service Policy.
A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

2.203.050 Other Provisions.
A. Administration. The chief executive officer shall be responsible for the administration of this chapter. The chief executive officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

2.203.060 Enforcement and Remedies.
For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor.

2.203.070. Exceptions.
A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
   1. Has ten or fewer employees during the contract period; and,

   2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

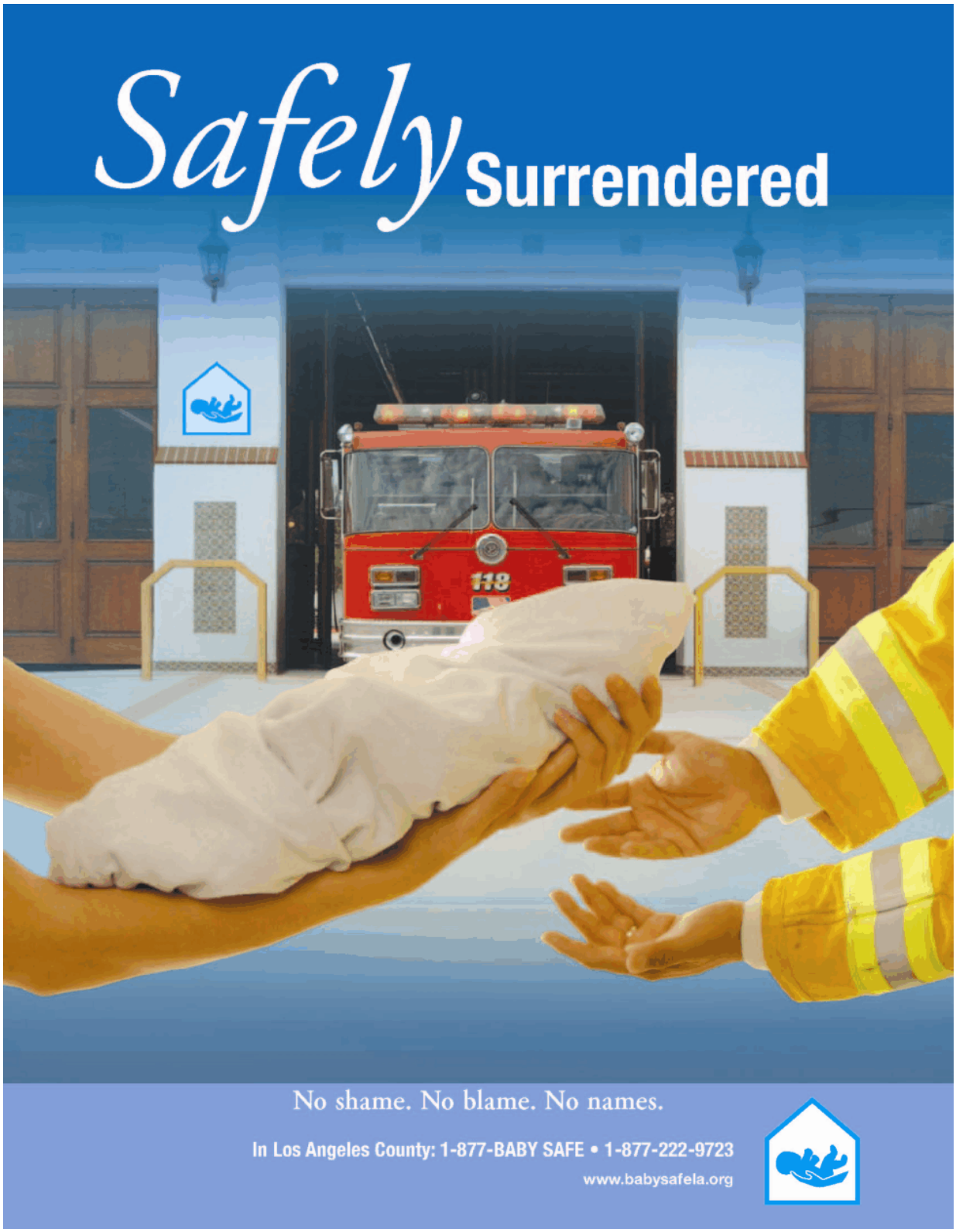
   3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

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

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

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.


Safely Surrendered
118
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

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

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

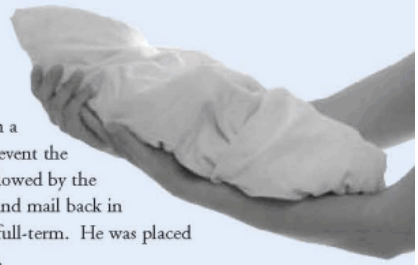
What happens to the parent or surrendering adult?

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

Why is California doing this?

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

A baby's story



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

2.201.010 Findings.
The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles. (Ord. 2007-0011 § 1, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.020 Definitions.

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

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

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

C. "Employer" means:

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

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

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

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

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

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

E. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq. of this code, entitled Contracting with Private Business. (Ord. 2007-0011 § 2, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.030 Prospective effect.

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

amendments in effect before this chapter becomes applicable. (Ord. 99-0048 § 1 (part), 1999.)
* **Editor's note:** Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

2.201.040 Payment of living wage.

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

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

C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section, above for future contracts. Any adjustments to the living wage rate specified in subsections A and B that are adopted by the board of supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments which become effective three months or more after the effective date of the ordinance that adjusts the living wage rate. (Ord. 2007-0011 § 3, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.050 Other provisions.

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

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

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

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

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

2.201.060 Employer retaliation prohibited.

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

2.201.070 Employee retention rights.

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

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

1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;

2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and

3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.

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

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

1. Has been convicted of a crime related to the job or his or her job performance; or

2. Fails to meet any other county requirement for employees of a contractor.

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

2.201.080 Enforcement and remedies.

For violation of any of the provisions of this chapter:

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

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

1. Assess liquidated damages as provided in the contract; and/or

2. Recommend to the board of supervisors the termination of the contract; and/or

3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code. (Ord. 2007-0011 § 4, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.090 Exceptions.

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

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

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

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

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

2. Has 20 or fewer employees during the contract period, including full time and part time employees; and

3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed $1,000,000.00; or

4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed $2,500,000.00.

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

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

2.201.100 Severability.

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

EXHIBIT J

Exhibit IX

COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE

MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

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

(1) Name: Contractor ☐ Subcontractor ☐

Address: (Street, City, State, Zip)

(2) Payroll No.:

(3) Work Location:

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

(5) For Month Ending:

(6) Department Name:

(7) Contract Service Description:

(8) Contract Name & Number:

(9) Contractor Health Plan Name(s):

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

(11) Employee Name, Address & Last 4 digits of SS#	(12) Work Classification	(13) Total Hours Worked Each Week of Monthly Pay Period					(14) Total Aggregate Hours	(15) Employer Paid Health Benefit Hourly Rate	(16) Gross Amount Paid (14x15)	(17) Employee Paid Health Benefit Hourly Rate	(18) Gross Amount Paid (14x17)	(19) Aggregate $ Health Benefits Paid (16+18)
		1	2	3	4	5						
1												
2												
3												
4												
5												
I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.	Total (This Page)											
Print Authorized Name:	Grand Total (All Pages)											

Authorized Signature: Date: / /

Title:

Telephone Number (include area code) ( )

Page: _____ of _____

EXHIBIT K

COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
PAYROLL STATEMENT OF COMPLIANCE

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

Do hereby state:

1. That I pay or supervise the payment of the persons employed by
_____ on the _____ ;
(Company or subcontractor Name) (Service, Building or Work Site)
that during the payroll period commencing on the _____ day of _____,and
(Calendar day of Month) (Month and Year)
ending the _____ day of _____ all persons employed on said work site
(Calendar day of Month) (Month and Year)
have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of _____
(Company Name)
from the full weekly wages earned by any person and that no deductions have been made either directly or in directly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

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

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

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

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

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

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

EXHIBIT L

COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE - PAYROLL REPORTING FORM

PAGE _____ OF _____

(1) ☐ CONTRACTOR	☐ SUBCONTRACTOR	(6) CONTRACT NO.:
(2) NAME:		(7) TYPE OF SERVICE:
(3) ADDRESS:		(8) WORK LOCATION(S):
(4) CONTACT PERSON:	(5) TELEPHONE: ( )	(9) PAYROLL PERIOD (Beginning and end dates):

(10) NAME / ADDRESS	(11) Last 4 SS #:	(14) Position Title	(15) DAY AND DATE 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	XXX	(16) Total Hours	(17) Pay Rate	(18) Gross	(19) DEDUCTIONS Medi-SS FICA	(20) Fed Tax	(21) State Tax	(22) Hlth. Ins.	(23) Other	(24) Total Deduct	(25) Net Wages
			16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31										
	(12) ☐ Full																											
	☐ Part	County																										
	(13) Health Ins.	OT																										
	☐ Yes	Other Job																										
	☐ No	OT																										

(10) NAME / ADDRESS	(11) Last 4 SS #:	(14) Position Title	(15) DAY AND DATE 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	XXX	(16) Total Hours	(17) Pay Rate	(18) Gross Pay	(19) DEDUCTIONS Medi-SS FICA	(20) Fed Tax	(21) State Tax	(22) Hlth. Ins.	(23) Other	(24) Total Deduct	(25) Net Wages
			16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31										
	(12) ☐ Full																											
	☐ Part	County																										
	(13) Health Ins.	OT																										
	☐ Yes	Other Job																										
	☐ No	OT																										

(10) NAME / ADDRESS	(11) Last 4 SS #:	(14) Position Title	(15) DAY AND DATE 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	XXX	(16) Total Hours	(17) Pay Rate	(18) Gross	(19) DEDUCTIONS Medi-SS FICA	(20) Fed Tax	(21) State Tax	(22) Hlth. Ins.	(23) Other	(24) Total Deduct	(25) Net Wages
			16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31										
	(12) ☐ Full																											
	☐ Part	County																										
	(13) Health Ins.	OT																										
	☐ Yes	Other Job																										
	☐ No	OT																										

(10) NAME / ADDRESS	(11) Last 4 SS #:	(14) Position Title	(15) DAY AND DATE 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	XXX	(16) Total Hours	(17) Pay Rate	(18) Gross	(19) DEDUCTIONS Medi-SS FICA	(20) Fed Tax	(21) State Tax	(22) Hlth. Ins.	(23) Other	(24) Total Deduct	(25) Net Wages
			16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31										
	(12) ☐ Full																											
	☐ Part	County																										
	(13) Health Ins.	OT																										
	☐ Yes	Other Job																										
	☐ No	OT																										

EXHIBIT M

CONTRACTOR ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract.)

CONTRACTOR NAME _____ Contract No._____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware. Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

Printed Name: _____

Title: _____

Signature: _____

EXHIBIT N

CHARITABLE CONTRIBUTIONS CERTIFICATION

ACCENT LANDSCAPE, INC.

Company Name

PO BOX 3550 GARDENA CA 90247

Address

95-3763898

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of 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

☐ 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 Date

ROBERT IZUMO, PRESIDENT

Name and Title of Signer (please print)

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES

AND

MARIPOSA LANDSCAPES INC.

FOR

LANDSCAPE MAINTENANCE SERVICES AT

LAC+USC HEALTHCARE NETWORK
EL MONTE COMPREHENSIVE HEALTH CENTER
H. CLAUDE HUDSON COMPREHENSIVE HEALTH CENTER
LA PUENTE HEALTH CENTER

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CONTRACT PROVISIONS
TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
RECITALS		**1**
1.0	**APPLICABLE DOCUMENTS**	**2**
2.0	**DEFINITIONS**	**2**
3.0	**WORK**	**3**
4.0	**TERM OF CONTRACT**	**4**
5.0	**CONTRACT SUM**	**4**
6.0	**ADMINISTRATION OF CONTRACT- COUNTY**	**7**
6.1	FACILITY CEO	8
6.2	FACILITY PROJECT MANAGER/FACILITY DESIGNEE	8
6.3	FACILITY PROJECT MONITOR	8
7.0	**ADMINISTRATION OF CONTRACT - CONTRACTOR**	**7**
7.1	CONTRACTOR'S PROJECT MANAGER	8
7.2	APPROVAL OF CONTRACTOR'S STAFF	8
7.3	CONTRACTOR STAFF IDENTIFICATION	8
7.4	BACKGROUND & SECURITY INVESTIGATIONS	8
7.5	CONFIDENTIALITY	9
8.0	**STANDARD TERMS AND CONDITIONS**	
8.1	ASSIGNMENT AND DELEGATION	9
8.2	AUTHORIZATION WARRANTY	10
8.3	BUDGET REDUCTIONS	10
8.4	AMENDMENTS AND ADMINISTRATIVE AMENDMENTS	10
8.5	COMPLAINTS	11
8.6	COMPLIANCE WITH APPLICABLE LAW	12

CONTRACT PROVISIONS
TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
8.7	COMPLIANCE WITH CIVIL RIGHTS LAWS	12
8.8	COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM	13
8.9	COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM	14
8.10	CONFLICT OF INTEREST	21
8.11	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST	21
8.12	CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS	22
8.13	CONTRACTOR'S RESPONSIBILITY AND DEBARMENT	22
8.14	CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	24
8.15	COUNTY'S QUALITY ASSURANCE PLAN	24
8.16	DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS	25
8.17	EMPLOYMENT ELIGIBILITY VERIFICATION	25
8.18	FACSIMILE REPRESENTATIONS	25
8.19	FAIR LABOR STANDARDS	25
8.20	GOVERNING LAW, JURISDICTION, AND VENUE	26
8.21	INDEPENDENT CONTRACTOR STATUS	26
8.22	INDEMNIFICATION	26
8.23	GENERAL INSURANCE REQUIREMENTS	27
8.24	INSURANCE COVERAGE REQUIREMENTS	29
8.25	LIQUIDATED DAMAGES	29
8.26	MOST FAVORED PUBLIC ENTITY	30
8.27	NONDISCRIMINATION AND AFFIRMATIVE ACTION	30

CONTRACT PROVISIONS
TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
8.28	NON EXCLUSIVITY	31
8.29	NOTICE OF DELAYS	31
8.30	NOTICE OF DISPUTES	31
8.31	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	31
8.32	NOTICES	32
8.33	PROHIBITION AGAINST INDUCEMENT OR PERSUASION	32
8.34	PUBLIC RECORDS ACT	32
8.35	PUBLICITY	32
8.36	RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT	33
8.37	RECYCLED BOND PAPER	35
8.38	SAFELY SURRENDERED BABY LAW	35
8.39	SUBCONTRACTING	35
8.40	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE	36
8.41	TERMINATION FOR CONVENIENCE	36
8.42	TERMINATION FOR DEFAULT	37
8.43	TERMINATION FOR IMPROPER CONSIDERATION	38
8.44	TERMINATION FOR INSOLVENCY	39
8.45	TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE	39
8.46	TERMINATION FOR NON-APPROPRIATION OF FUNDS	39
8.47	TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM	39
8.48	VALIDITY	40

CONTRACT PROVISIONS
TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
8.49	WAIVER	40
8.50	WARRANTY AGAINST CONTINGENT FEES	41
8.51	COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)	41
8.52	LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM	41
8.53	CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE	42
8.54	FORCE MAJEURE	42
8.55	CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM	43
8.56	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN .... COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM	43

SIGNATURES **43**

EXHIBITS
A STATEMENT OF WORK
B -1 PRICE SHEET - SPECIFIC WORK RQUIREMENTS - ROUTINE SERVICES
B -2 PRICE SHEET – UNSCHEDULED WORK – SEASONAL/PERIODIC SERVICES
C FACILITY SPECIFICATION SHEET
D CONTRACTOR'S EEO CERTIFICATION
E COUNTY'S ADMINISTRATION
F CONTRACTOR'S ADMINISTRATION
G JURY SERVICE ORDINANCE
H SAFELY SURRENDERED BABY LAW
I LIVING WAGE ORDINANCE
J MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS
K PAYROLL STATEMENT OF COMPLIANCE
L LWO – PAYROLL REPORTING FORM
M CONTRACTOR ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT
N CHARITABLE CONTRIBUTIONS CERTIFICATION

Contract # _____

LANDSCAPE MAINTENANCE SERVICES AGREEMENT

This Agreement is made and entered into this 1st day of December, 20~~10~~ 09

by and between COUNTY OF LOS ANGELES (hereafter County"),

and

MARIPOSA LANDSCAPES INC. (hereafter "Contractor").

RECITALS

WHEREAS, pursuant to California Health and Safety Code Sections 1441 and 1445, County has established and operates, through its Department of Health Services (hereafter "DHS"), LAC+USC Healthcare Network, 1200 N. State Street, Los Angeles, California, 90033, El Monte Comprehensive Health Center, 10953 Ramona Blvd, El Monte, California, 91731, H. Claude Hudson Comprehensive Health Center, 2829 S. Grand Avenue, Los Angeles, CA 90007, and La Puente Health Center, 15930 Central Avenue, La Puente, California, 91744, (hereafter "Facility" or "Medical Center"); and

WHEREAS, County is authorized by Los Angeles County Code Section 2.121.250 et seq. to contract with private businesses to perform personal services when it is more economical or feasible to do so; and

WHEREAS, the County has determined that it is legal, feasible and cost-effective to contract for landscape services; and

WHEREAS, Contractor is duly licensed and certified under the laws of the State of California to engage in the business of providing landscape maintenance services as described hereunder; and

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WHEREAS, this Agreement is authorized by California Government Code Sections 23004 and 26227.

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

1.0 APPLICABLE DOCUMENTS

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

1.1	EXHIBIT A -	Statement of Work
1.2	EXHIBIT B -1 -	Price Sheet - Specific Work Requirements - Routine Service
1.3	EXHIBIT B -2 -	Price Sheet - Unscheduled Work – Seasonal/Periodic Services
1.4	EXHIBIT C -	Facility Specification Sheet
1.5	EXHIBIT D -	Contractor's EEO Certification
1.6	EXHIBIT E -	County's Administration
1.7	EXHIBIT F -	Contractor's Administration
1.8	EXHIBIT G -	Jury Service Ordinance
1.9	EXHIBIT H -	Safely Surrendered Baby Law
1.10	EXHIBIT I -	Living Wage Ordinance
1.11	EXHIBIT J -	Monthly Certification for Applicable Health Benefit Payments
1.12	EXHIBIT K -	Payroll Statement of Compliance
1.13	EXHIBIT L -	LWO – Payroll Reporting Form
1.14	EXHIBIT M -	Contractor Acknowledgment and Confidentiality Agreement
1.15	EXHIBIT N -	Charitable Contributions Certification

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Paragraph 8.4 – Amendments and Administrative Amendments and signed by both parties.

2.0 DEFINITIONS

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

2.1 Contract/Agreement: Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.

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

2.3 Director: County's Director of Health Services, or his duly authorized designee.

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

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

2.6 Director of Health Services (Director): County's Director of Health Services, or his duly authorized designee.

2.7 Facility: Refers to County facility where services will be rendered.

2.8 Facility Chief Executive Officer (CEO): Facility's CEO or Administrator designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the Facility Project Manager.

2.9 Facility Project Manager/Facility Designee: Person designated by Facility CEO to manage the operations under this Contract. This position may also be assigned as the Facility Project Monitor.

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

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

2.12 Other Work: Work which is requested by the Facility Program Manager in writing that arises out of extraordinary incidents, such as vandalism, acts of God, and third party negligence, or of which consists of requested improvement.

2.13 Quality Control Plan: All necessary measures taken by Contractor to assure that the quality of service will meet the contract requirements regarding timeliness, accuracy, appearance, completeness, consistency, and conformity to all requirements set forth in Statement of Work, Exhibit A.

2.14 Unscheduled Work - Seasonal/Periodic Landscape Maintenance Services: Landscape maintenance services which are performed during a specified time or part of the year (e.g., winter, spring, summer, fall) or which are performed intermittently (e.g., disease control, renovation of turf, and reseeding).

2.15 Contract Discrepancy Report (CDR): A report used by Contract Monitors to record discrepancies or problems with a Contractor's performance with provision of a contract. A copy of CDR is provided to a Contractor for response and corrective action as necessary.

2.16 Quality Assurance Evaluator (QAE): County officer or employee responsible for County monitoring the contract.

3.0 WORK

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

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

4.0 TERM OF CONTRACT

4.1 The term of this Contract shall be for the period commencing on January 1, 2010, following execution by County's Board of Supervisors, and continuing through December 31, 2012, unless sooner terminated or extended, in whole or in part, as provided in this contract.

4.2 The County shall have the sole option to extend the Contract term for up to two (2) additional one-year periods and to further extend for up to six months, on a month-to-month basis, for a period of time not to exceed six (6) months, through June 30, 2015. All provisions of this Contract are in effect on the date the term commences and shall remain in effect for the duration of the extension. Completion for work performed during the extension period shall be prorated on a monthly basis where applicable, and on a daily basis for time periods of less than a month.

4.3 County will transition certain facilities from existing Contracts to this Contract between the Contract effective date and the Service Start Date. If Contractor is currently providing services to County, Contractor will continue to do so at existing Contract rates, until such Facility transitions are completed.

5.0 CONTRACT SUM

5.1 For all services hereunder, Contractor shall provide services at the rates listed in Exhibit B-1 and B-2, attached hereto, on billing forms approved by the County. The annual obligation of County for Contractor's performance of Specific Work Requirements - Routine Service shall not exceed Three Hundred Thirty-Seven Thousand, Five Hundred Eighty-Four Dollars ($337,584). The annual obligation of County for the performance of Unscheduled Work - Seasonal/Periodic Services shall not exceed Ninety Thousand, Thirty-Six Dollars ($90,036). The annual cost of this Agreement shall not exceed Four Hundred Twenty-Seven Thousand, Six Hundred Twenty Dollars ($427,620).

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

5.3 Reimbursement for Unscheduled Work - Seasonal/Periodic Services: Seasonal/Periodic services shall be performed as described in Exhibit A, Statement of Work, Paragraph 12.0, and in accordance with the rates listed in Exhibit B-2, Price Sheet, Unscheduled Work – Seasonal/Periodic/Other Services. Reimbursement for Seasonal/Periodic Services shall be made subsequent to receipt of a complete and correct itemized billing, as required by County, in addition to evidence of County pre-approval of services performed. The County, at its sole discretion, reserves the option to provide these services or obtain these services from another vendor. Any County funds which would have been paid to

Contractor pursuant to this Agreement for any such frequency of service which is not performed may, as determined in the sole discretion of Facility Project Manager, be used for "Unscheduled Other Work".

For Unscheduled Work - Seasonal/Periodic Services performed under this Contract, Contractor shall prepare a separate billing for Seasonal/Periodic Landscape Maintenance Services performed during the previous calendar month. Payment shall be contingent upon County inspection and approval. Billings shall be in accordance with the rates listed in Exhibit B-2 – Price Sheet, Unscheduled Work – Seasonal/Periodic/Other Services.

Contractor shall maintain copies of all estimates, invoices, receipts, and other records supporting all costs, the number of labor hours charged, and County's pre-approval of work performed. Failure to maintain records to support costs may result in the disallowance of those costs, as determined by Facility Project Manager.

5.4 Unsatisfactory Performance Deductions from the Basic Monthly Charge:
During any calendar month in which the Acceptable Quality Level is not met and Contractor's performance is deemed unsatisfactory in any of the service areas listed in Exhibit A, Statement of Work, County may, in its sole discretion, make unsatisfactory performance deductions from the Basic Monthly Charge as specified in Exhibit A, Statement of Work, Attachment C, Performance Requirements Summary Chart.

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

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

5.9 Invoices and Payments

5.9.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in *Exhibit A - Statement of Work* and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract.

The Contractor's payments shall be as provided in *Exhibit B-1 – Price Sheet*, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

5.9.2 The Contractor's invoices shall be priced in accordance with the rates specified in Exhibit B-1 and B-2, as applicable.

5.9.3 The Contractor's invoices shall contain the information set forth in Exhibit A - Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed. Additionally, Contractor must provide Facility Project Manager or his designee with a current list of employees including supervisors providing services at Facility with each monthly service invoice. This monthly listing should also include the total number of hours worked per employee. Contractor shall provide a more detailed listing of employees quarterly which shall include each employee's name, date of employment, date of birth, current address, phone number and the date of latest physical examination. Contractor must keep this list updated.

5.9.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.
Prop A - Living Wage Program:
No invoice will be approved for payment unless the following is included:

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

5.9.5 All invoices under this Contract shall be submitted in two (2) copies to the appropriate County facility as referenced in the *Statement of Work, Exhibit A.*

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

5.9.7 **Local Small Business Enterprises** – Prompt Payment Program Certified Local SBEs (if applicable) will receive prompt payment for services they provide to the County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

5.10 Cost of Living Adjustments (COLAs):
If the County elects in its' sole determination to exercise the option years, the Contract rates amount may be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for Urban Consumers (CPI-U) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the contract anniversary date. However, any increase shall not exceed the general salary movement granted to County employees as

determined by the Chief Executive Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries; no cost of living adjustments will be granted.

Where the County decides to grant a COLA pursuant to this paragraph for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this contract) from the base upon which a COLA is calculated, unless the Contractor can show that his/her labor cost will actually increase.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

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

6.1 Facility Chief Executive Officer

Responsibilities of the Facility Chief Executive Officer include:

- ensuring that the objectives of this Contract are met;
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.
- resolving contractual or administrative matters relating to this Contract that cannot be resolved by the Facility Project Manager.

6.2 Facility Project Manager/Facility Designee

The responsibilities of the Facility Project Manager include:

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

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

6.3 Facility Project Monitor

The Facility Project Monitor is responsible for overseeing the day-to-day administration of this Contract. The Facility Project Monitor reports to the Facility Project Manager. The Facility Project Monitor on occasion may have the same duties as the Facility Project Manager.

7.0 ADMINISTRATION OF CONTRACT CONTRACTOR

7.1 Contractor's Project Manager

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

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

7.2 Approval of Contractor's Staff

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

7.3 Contractor's Staff Identification

7.3.1 Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge. Contractor staff, while on duty or when entering a County facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

7.3.2 If County requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately destroy the Contractor's staff's County photo identification badge at the time of removal from working on the Contract.

7.4 Background and Security Investigations

7.4.1 At any time prior to or during term of this Contract, the County may require that all Contractor staff performing work under this Contract undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Contract. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

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

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

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

7.5 Confidentiality

7.5.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

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

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

8.0 STANDARD TERMS AND CONDITIONS

8.1 ASSIGNMENT AND DELEGATION

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

be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

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

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

8.2 AUTHORIZATION WARRANTY

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

8.3 BUDGET REDUCTIONS

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

8.4 AMENDMENTS AND ADMINISTRATIVE AMENDMENTS

8.4.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an amendment to this Agreement shall be prepared and executed by the Board of Supervisors and Contractor, except for the following:

8.4.1.1 Director is authorized to execute and approve at his sole discretion, Amendments due to changes in the Living Wage Ordinance.

8.4.1.2 The Director, at his/her sole discretion, is authorized to extend the contract as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions.

8.4.1.3 Director, at his/her sole discretion, is authorized to approve and execute COLAs in the option years, consistent with the Board's COLA policy, and as defined in Paragraph 5.10, Cost of Living Adjustments (COLAs).

8.4.1.4 County reserves the right to add or change the Facilities in any Facility Group County deems appropriate. County reserves the right to obtain Facility pricing or receive bids from other Contract Vendors. In the event any additions or changes are made, an Amendment shall be prepared and executed by the Director.

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

8.5 COMPLAINTS

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

Within ten (10) business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

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

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

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

8.5.4 The Contractor shall preliminarily investigate all complaints and notify the Facility Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

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

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

8.6 COMPLIANCE WITH APPLICABLE LAW

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

8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D - Contractor's EEO Certification.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program

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

8.8.2 Written Employee Jury Service Policy

8.8.2.1 Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

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

8.8.2.3 If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and

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

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

8.9 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM

8.9.1 Living Wage Program

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

8.9.2 Payment of Living Wage Rates

8.9.2.1 Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County, including, without limitation, "Travel Time" as defined below at in Paragraph 8.9.2.5:

a. Not less than $11.84 per hour if, in addition to the per-hour wage, the Contractor contributes less than $2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or

b. Not less than $9.64 per hour if, in addition to the per-hour wage, the Contractor contributes at least $2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. The Contractor will be deemed to have contributed $2.20

per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Contract, the Contractor contributes less than $2.20 per hour towards the provision of bona fide health care benefits, the Contractor shall be required to pay its Employees the higher hourly living wage rate.

8.9.2.2 For purposes of this Paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of the Contractor under the laws of California, and who is providing full-time services to the Contractor, some or all of which are provided to the County under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

8.9.2.3 If the Contractor is required to pay a living wage when the Contract commences, the Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.

8.9.2.4 If the Contractor is not required to pay a living wage when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for an exception to the Living Wage Program. In either event, the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that the Contractor

continues to qualify for an exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

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

8.9.3 Contractor's Submittal of Certified Monitoring Reports

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

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

During the term of the Contract, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or

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

8.9.5 County Auditing of Contractor Records

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

8.9.6 Notifications to Employees

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

8.9.7 Enforcement and Remedies

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

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

a. Withholding of Payment. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any

invoice that would otherwise be due, until the Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

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

c. Termination. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

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

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

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

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

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

8.9.7.3 Debarment. In the event the Contractor breaches a requirement of this sub-paragraph, the County may, in its sole discretion, bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment.

8.9.8 Use of Full-Time Employees

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

8.9.9 Contractor Retaliation Prohibited

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

8.9.10 Contractor Standards

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

8.9.11 Employee Retention Rights

8.9.11.1 The Contractor shall offer employment to all retention employees who are qualified for such jobs. A "retention employee" is an individual:

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

8.9.11.2 The Contractor is not required to hire a retention employee who:

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

8.9.12 Neutrality in Labor Relations

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

8.10 CONFLICT OF INTEREST

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

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

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

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

8.12 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

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

8.13 CONTRACTOR'S RESPONSIBILITY AND DEBARMENT

8.13.1 Responsible Contractor

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

8.13.2 Chapter 2.202 of the County Code

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

8.13.3 Non-responsible Contractor

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

8.13.4 County's Contractor Hearing Board

If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the

Contractor of the scheduled date for a debarment hearing before the County's Contractor Hearing Board.

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

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

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

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

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

8.13.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

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

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

8.14.2 As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the federal Social Security Act [(42 USC section 653 (a)] and California Unemployment Insurance Code section 1088.55, and shall implement all lawfully served Wage and Earnings Withholdings Orders or Child Support Services Department ("CSSD") Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure section 706.031 and Family Code section 5246 (b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

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

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.16.1 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 or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

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

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

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

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

8.18 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments and Administrative Amendments prepared pursuant to Sub-paragraph 8.4, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments and Administrative Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of “original” versions of such documents.

8.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not

limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.20 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.21 INDEPENDENT CONTRACTOR STATUS

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

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

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

8.21.4 The Contractor shall adhere to the provisions stated in Paragraph 7.5 - Confidentiality.

8.22 INDEMNIFICATION

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

8.23 GENERAL INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.23 and 8.24 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

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

L.A. County - DHS Centralized Contract Monitoring Division 5555 Ferguson Drive, Suite 210 Commerce, CA 90022	Paula McGehee, Contract Analyst Contracts and Grants Division 313 N. Figueroa St., 6th Floor E Los Angeles, CA 90012

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

- Specifically identify this Contract by Contract Number;
- Clearly evidence all coverages required in this Contract;
- Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.23.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.

8.23.3 Failure to Maintain Coverage: Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Contract upon which the County may immediately withhold payments due to Contractor, and/or terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

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

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.
- Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the Facility Project Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Contract.

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

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

- The Contractor providing evidence of insurance covering the activities of subcontractors, or

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

8.24 INSURANCE COVERAGE REQUIREMENTS

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

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

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

8.24.3 Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the Contractor is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

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

8.24.4 Contractors Pollution Liability insurance shall cover liability arising from the release, discharge, escape, dispersal or emission of pollutants, whether gradual or sudden, and include coverage for the costs and expenses associated with voluntary clean-up, testing, monitoring and treatment of pollutants in compliance with governmental mandate or requests. Motor vehicle pollution liability will be required under the Automobile Liability Insurance indicated above under paragraph 8.24.2 for removal of pollutant from work site. Contractor shall maintain limits not less than $1 million per occurrence and $2 million aggregate.

8.25 LIQUIDATED DAMAGES

8.25.1 If, in the judgment of County, the Contractor breaches the Contract requirements as specified in the *Performance Requirements Summary (PRS) Chart*, as defined in *SOW, Attachment A*, hereunder, the County will have a claim for the sum specified in the PRS, to be paid by the Contractor in accordance with the Contract as liquidated damages. The Director, or his/her designee shall notify Contractor in writing of the specific instances and areas of noncompliance and/or nonperformance and the corresponding unsatisfactory performance deductions.

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

8.26 MOST FAVORED PUBLIC ENTITY

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

8.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION

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

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

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

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

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

8.27.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.27 when so requested by the County.

8.27.7 If the County finds that any provisions of this Paragraph 8.27 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

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

8.28 NON EXCLUSIVITY

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

8.29 NOTICE OF DELAYS

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

8.30 NOTICE OF DISPUTES

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

8.31 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.32 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in *Exhibits E, County's Administration and F, Contractor's Administration*. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.33 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.34 PUBLIC RECORDS ACT

8.34.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph 8.36 Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.35 PUBLICITY

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

County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

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

8.35.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 8.35 shall apply.

8.36 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

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

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

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

8.36.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the

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

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

8.37 RECYCLED BOND PAPER

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

8.38 SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's lace of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The fact sheet is set forth in Exhibit H of this contract and is also available on the Internet at www.babysafela.org

8.39 SUBCONTRACTING

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

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

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

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

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

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

8.39.6 The Facility Chief Executive Officer is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

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

8.39.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor.

The Contractor shall ensure delivery of all such documents to the contact persons named in Paragraph 8.23.1, Evidence of Insurance, before any subcontractor employee may perform any work hereunder.

8.40 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.14, Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement failure of Contractor to cure such default within ninety (90) calendar days or written notice shall be grounds upon which County may terminate this contract pursuant to Paragraph 8.42, Termination for Default, and purse debarment of Contractor, pursuant to County Code Chapter 2.202

8.41 TERMINATION FOR CONVENIENCE

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

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

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

8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Paragraph 8.36, Record Retention & Inspection/Audit Settlement.

8.42 TERMINATION FOR DEFAULT

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

- Contractor has materially breached this Contract;
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.42.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.42.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.42.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.42.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Paragraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.42.4 If, after the County has given notice of termination under the provisions of this Paragraph 8.42, it is determined by the County that the

Contractor was not in default under the provisions of this Paragraph 8.42, or that the default was excusable under the provisions of Paragraph 8.42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.41 - Termination for Convenience.

8.42.5 In the event the County terminates this Contract in its entirety due to the Contractor's default as provided in Paragraph 8.42.1, the Contractor and the County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the County's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Contractor and the County agree that the County shall, at its sole option and in lieu of the provisions of Paragraph 8.42.2, be entitled to liquidated damages from the Contractor, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars ($5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the County for such actual damages. This amount of liquidated damages shall be either paid by the Contractor to the County by cash payment upon demand or, at the sole discretion of the Director, or designee, deducted from any amounts due to the Contractor by the County, whether under this Contract or otherwise.

These liquidated damages shall be in addition to any credits, which the County is otherwise entitled to under this Contract, and the Contractor's payment of these liquidated damages shall not in any way change, or affect the provisions of Paragraph 8.22 - Indemnification.

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

8.43 TERMINATION FOR IMPROPER CONSIDERATION

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

8.43.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be

made either to the Facility CEO charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

8.44 TERMINATION FOR INSOLVENCY

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

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

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

8.45 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

8.46 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

8.47 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

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

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

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

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

a. 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;
b. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
c. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

8.48 VALIDITY

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

8.49 WAIVER

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

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

8.50 WARRANTY AGAINST CONTINGENT FEES

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

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

8.51 COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its employees to any patient medical records. Accordingly, Contractor shall instruct its employees that they are not to pursue or gain access to patient medical records for any reason whatsoever.

Notwithstanding the foregoing, the parties acknowledges that, in the course of the provision of services hereunder, Contractor or its employees may have inadvertent access to patient medical records. Contractor understands and agrees that neither it nor its employees are to take advantage of such access for any purpose whatsoever. Additionally, in the event of such inadvertent access, Contractor and its employees shall maintain the confidentiality of any information obtained and shall notify hospital supervisory personnel that such access has been gained immediately or upon the first reasonable opportunity to do so.

In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, actions, fees, costs, and expenses (including attorney and expert witness fees) arising from or connected with Contractor's or its employees' access to patient medical records. Contractor agrees to provide appropriate training to its employees regarding their obligations in this regard.

8.52 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

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

8.52.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in

fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

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

8.52.4 If the Contractor has obtained 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:

a. 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;
b. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
c. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any 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 OAAC of this information prior to responding to a solicitation or accepting a contract award.

8.53 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, Exhibit O, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the 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 or debarment proceedings or both. (County Code Chapter 2.202)

8.54 FORCE MAJEURE

8.54.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other

natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

8.54.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.

8.54.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.55 CONTRACTOR’S WARRANTY OF COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

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

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.55 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 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

/

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Director of Health Services and Contractor has caused this Contract to be executed on its behalf by its duly authorized officer, the day, month, and year first above written.

ATTEST:
SACHI HAMAI
Executive Officer
Clerk of the Board of Supervisors

By LaChelle Smitherman
Deputy

APPROVED AS TO FORM:
BY THE OFFICE OF COUNTY COUNSEL

By Mayaher 11/12/09
Principal Deputy County Counsel

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

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

By LaChelle Smitherman
Deputy

COUNTY OF LOS ANGELES

By Don Knabe
Chairman, Board of Supervisors

MARIPOSA LANDSCAPES INC.
Contractor

By
Signature

Title President
(Affix Corporate Seal)

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

26 DEC 1 2009

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

77187

EXHIBITS FOR CONTRACT FOR

LANDSCAPE MAINTENANCE SERVICES

TABLE OF CONTENTS OF EXHIBITS

EXHIBIT

A STATEMENT OF WORK

B -1 PRICE SHEET - SPECIFIC WORK RQUIREMENTS - ROUTINE SERVICES

B -2 PRICE SHEET – UNSCHEDULED WORK – SEASONAL/PERIODIC SERVICES

C FACILITY SPEIFICATION SHEET

D CONTRACTOR'S EEO CERTIFICATION

E COUNTY'S ADMINISTRATION

F CONTRACTOR'S ADMINISTRATION

G JURY SERVICE ORDINANCE

H SAFELY SURRENDERED BABY LAW

I LIVING WAGE ORDINANCE

J MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

K PAYROLL STATEMENT OF COMPLIANCE

L PAYROLL REPORTING FORM

M CONTRACTOR ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

N CHARITABLE CONTRIBUTIONS CERTIFICATION

EXHIBIT A

STATEMENT OF WORK

STATEMENT OF WORK
TABLE OF CONTENTS

SECTION		TITLE	PAGE
1.0	SCOPE OF WORK		1
2.0	DEFINITIONS		1
3.0	ADDITION/DELETION OF FACILITIES,SPECIFIC TASKS AND/OR WORK HOURS		3
4.0	QUALITY CONTROL		3
5.0	QUALITY ASSURANCE PLAN		4
6.0	RESPONSIBILTIES		6
County	6.1	Personnel	6
	6.2	Furnished Items	6
Contractor	6.3	Project Manager	7
	6.4	Personnel	7
	6.5	Uniforms/Identification Badges	8
	6.6	Materials and Equipment	9
	6.7	Training	9
	6.8	Contractor's Office	9
7.0	HOURS OF MAINTENANCE SERVICE		9
8.0	WORK SCHEDULES		10
9.0	SPECIFIC WORK REQUIREMENTS – ROUTINE SERVICE		10
	9.1	Mechanical Operations	10
	9.2	Manual Operations	13
	9.3	Damage to Shrubs, Trees, Turf or Ground Cover	20
	9.4	Plant Materials	21
10.0	UNSCHEDULED WORK – SEASONAL/PERIODIC SERVICES		22
	10.1	Aerification	23
	10.2	Disease/Insect Control	23
	10.3	Fertilization	23
	10.4	Renovation – Turf	24
	10.5	Vertical Mowing	24
	10.6	Turf Reseeding/Restoration of Bare Areas	24
	10.7	Tree Maintenance	25
	10.8	Tree Pruning	26
	10.9	Palm Tree Care	28
11.0	UNSCHEDULED OTHER WORK		29

LANDSCAPE MAINTENANCE SERVICES
STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

1.1 Contractor shall provide all landscape services under the frequencies specified herein, unless instructed otherwise on the Facility Landscape Specification Sheet in Exhibit C. Upon County's written approval, all trees at Facility shall be trimmed at the total cost identified in the Price Sheet, Attachment B in accordance with Paragraph 10.7, Tree Maintenance, and 10.8, Tree Pruning. Palm trees shall be maintained in accordance with Paragraph 10.9.

1.2 Contractor shall provide all labor, materials, supplies, and equipment, necessary for the proper performance of landscape services and tree trimming.

1.3 The landscaped area shall be maintained with a well-manicured, clean appearance, and all work shall be performed in a professional, workmanlike manner using quality equipment and materials. Contractor shall not work or perform any operations, particularly during periods of inclement weather, which may destroy or damage ground cover or turf areas.

1.4 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

1.5 The purchase of all materials, supplies, vehicles, and equipment necessary to provide the required services is the responsibility of the Contractor.

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

2.0 DEFINITIONS

In addition to the definitions contained in Paragraph 2.0 - Definitions of the Contract, following are definitions of terms that are used in this SOW.

2.1 **Bed:** An area separate from pavement and lawns in which trees, shrubs, perennials and annuals can be arranged as part of a landscape design.

2.2 **Deadhead:** To "deadhead" plants means to remove their spent flowers. For many plants, deadheading promotes more flowering on the plants for that year than would occur without such plant care. For soft plants, deadhead by hand; other times deadhead with scissors or pruners.

2.3 **Drip line:** The outermost edge of a branch spread, including the leaves. When a tree or shrub is grown without much pruning, the root spread of a tree is generally thought to equal or exceed its branch spread.

2.4 **Edging**: A crisp edge between areas of the garden. Most typically used between a lawn and a flowerbed.

2.5 **Girdling:** The restriction or destruction of the vascular system within a root, stem, or branch that causes an inhibition of the flow of water and photosynthates in the phloem.

2.6 **Pruning**: The horticultural practice of cutting away an unwanted, unnecessary, or undesirable plant part, used most often on trees, shrubs, hedges, and woody vines. Pruning is used to remove diseased or injured parts of the plant to influence vertical or lateral growth for various reasons, and to increase flowering or fruit yield. Shrubs and trees are pruned to form decorative shapes. As in other horticultural practices, the type of pruning and its timing vary and must be adapted to the specific plant and the conditions of its environment.

Types of Pruning:

Coarse pruning: Removal of deadwood greater than two inches diameter and any hazardous branches.

Medium pruning: Includes Coarse pruning, plus removal of deadwood greater than one inch diameter and specialty treatments (raising branch height, site clearance, crossing or broken branches, thinning canopy).

Fine pruning: Includes Medium pruning, plus removal of all deadwood and any water sprouts, suckers and crossing branches; inspection for health conditions. Climber should inspect to the tip of every branch. Up to 15% of canopy may be removed for light and air penetration.

Raising branches: Removal of lowest branches to a prescribed height for appropriate clearance needs. Generally 8 feet over sidewalks, 14 feet over streets, and a variety of heights for mower clearance (only if needed).

2.7 **Staking**: The securing of a tree or large shrub using rope or guy wires and wood stakes to hold it in place after planting and usually left in place for one year.

2.8 **Crowning**: A type of pruning; the selective removal of live branches to reduce crown density.

Types of Crowning:

Crown cleaning: The selective removal of one or more of the following items: dead, dying or diseased branches, weak branches and watersprouts.

Crown thinning: The selective removal of branches of increase light penetration, air movement and reduce weight.

Crown raising: The removal of the lower branches of a tree to provide clearance.

2.9 **Thinning:** The selective cutting away of individual branches to create open spaces within the plant, remove dead limbs or branches, produce symmetry and train a plant to look more natural.

2.10 **Vertical Mowing:** Vertical mowing is the use of blades, rotated in a vertical plane, that penetrate the turf and bring organic matter and soil up to the surface from a very shallow depth. Deeper vertical mowing (or verticutting) is used on lawns to physically remove the accumulated thatch. This procedure can be destructive to shallow-rooted turfgrasses, particularly during periods of stress, and can damage the site. The best time for vertical mowing is just prior to the peak growth periods. Verticutting should not be done when temperatures are forecasted to be over 85' F since the stress damage it puts on the grass plants is compounded by very warm temperatures. Deep vertical mowing can be part of a renovation program to help prepare for a seedbed. This will open up the turf considerably, allowing seed-soil contact.

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

3.1 County reserves the right to add or change the Facilities in any Facility Group County deems appropriate. County reserves the right to obtain Facility pricing or receive bids from other Contract Vendors. In the event any additions or changes are made, an Amendment shall be prepared and executed by the Director of Health Services or designee.

3.2 All changes must be made in accordance with Paragraph 8.4 Amendments and Administrative Amendments of the Contract.

4.0 QUALITY CONTROL

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

4.1 Method of monitoring to ensure that Contract requirements are being met;

4.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

5.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Agreement, Paragraph 8.15, County's Quality Assurance Plan.

5.1 Monthly Meetings

Contractor is required to attend a scheduled monthly meeting. Failure to attend will cause an assessment of fifty dollars ($50.00).

5.2 Contract Discrepancy Report (Attachment B)

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

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

5.3 County Observations

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

5.4 Performance Requirements Summary (PRS)

All listings of services used in the Performance Requirements Summary (PRS), Attachment A are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

County may use one or more of the following inspection methods to evaluate Contractor's performance:

- Sampling
- One hundred percent (100%) inspection output items on a periodic basis (daily, weekly, monthly, quarterly, semiannually, or annually) using Inspection Report (Attachment A)
- Customer complaints or public complaints

This section does not preclude the County's right to terminate the contract upon thirty (30) days written notice with or without cause, as provided in the Agreement, Paragraph 8.41, Termination for Convenience.

5.5 Unsatisfactory Performance Deductions

5.5.1 Performance of a listed service is considered acceptable when Contractor performs the tasks specified in the Statement of Work.

5.5.2 When the Facility Project Monitor determines that the performance is unacceptable, the Facility Project Monitor shall notify Contractor by phone of the discrepancy.

5.5.3 Contractor must correct the problem within the time frame directed by the Facility Project Monitor.

5.5.4 The Facility Project Monitor will perform a follow-up inspection and will evaluate Contractor's corrective action.

5.5.5 If the problem has not been corrected, the Contract Monitor will prepare a Contract Discrepancy Report (CDR), Attachment B, with a deadline for completion. Failure to respond to CDR may result in an assessment for non-compliance as set forth in this SOW.

5.5.6 Facility Project Monitor determines assessments, if any. An assessment letter will be sent to the Contractor.

5.5.7 Notwithstanding, the unacceptable performance described in Paragraph 5.5, when the Contractor's performance does not conform to the requirements of this Contract, the County will have the option to apply the following non-performance remedies:

a. Require Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

b. Reduce payment to Contractor by a computed amount based on the damage fee(s) in PRS.

c. Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.

d. Failure of the Vendor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the County, shall be credited to the County on the Contractor's future invoice.

5.5.8 This section does not preclude the County's right to terminate the contract upon ten (10) days written notice as provided for in the Contract.

6.0 RESPONSIBILITIES

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

COUNTY

6.1 Personnel

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

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

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

6.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8.4 Amendments and Administrative Amendments.

6.2 Furnished Items

6.2.1 County may provide storage facilities for Contractor's use as determined by County. In the event said facilities are provided, Contractor's use thereof shall be on only for the purpose of storing equipment and material's required for maintenance Contractor is prohibited from use of said storage facilities or any other County property for the conduct of his/her business interests that are not directly related to, or required by the contract.

6.2.2 Contractor assumes all risks of loss and damage to materials and equipment stored.

CONTRACTOR

6.3 Project Manager

6.3.1 Contractor shall provide a full-time Project Manager or designated alternate. County must have access to the Project Manager during all hours, 365 days per year. Contractor shall provide a telephone number where the Project Manager may be reached on a twenty-four (24) hour per day basis.

6.3.2 Project Manager shall act as a central point of contact with the County.

6.3.3 Project Manager shall demonstrate previous experience in the management of work requirements for commercial enterprises or public entities similar in size and complexity.

6.3.4 Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

6.3.5 Emergency service response time is expected within two (2) hours of notification by Facility Project Manager or designee, on any day, at anytime.

6.4 Personnel

6.4.1 During the time that Contractor's employees or agents are at Facility, such persons shall be subject to the facility's rules, regulations, and procedures, including, but not limited to, entry and exit procedures, emergency procedures, and appropriate contacts with patients. Contractor shall instruct such persons who are to provide services on such rules, regulations, and procedures and to maintain records of such instruction. Contractor shall take immediate corrective action upon receipt of written and/or verbal notice from County Contract Coordinator or his designee that: (1) any such employee has violated such rules or regulations, or (2) such employee's actions, while on County premises, indicate that such employee may adversely affect the delivery of health care services. In the event that County Contract Coordinator decides that the corrective action taken by Contractor is not sufficient, then Contractor, at request of Contract Coordinator shall remove or suspend such employee from the provision of services hereunder.

6.4.2 The use or possession of alcoholic beverages or illegal drugs by Contractor personnel while at Facility is strictly prohibited. Any violation shall be cause for immediate removal of the offenders by Contractor from further work at Facility.

6.4.3 Smoking is prohibited in all of County facility buildings, except in the designated areas as approved by County contract coordinator.

6.4.4 Contractor's employees may not bring any type of weapons or unlawful goods onto County facilities.

6.4.5 Landscape Personnel

6.4.5.1 Contractor shall assign a sufficient number of employees to perform the required work. **At least one employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.**

6.4.5.2 Contractor shall be required to background check their employees as set forth in Paragraph 7.4 – Background & Security Investigations, of the Contract.

6.4.6 Landscape Supervisor

6.4.6.1 Contractor shall provide a thoroughly trained Supervisor.

6.4.6.2 Supervisory coverage must be provided for each facility.

6.4.6.3 Supervisor or lead person shall be knowledgeable in all aspects of the maintenance operation and shall have access to the Contract Project manager during all hours of shift coverage, 365 days per year.

6.5 <u>Uniforms/Identification Badges:</u>

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

6.5.2 Contractor shall ensure their employees are appropriately identified as set forth in Paragraph 7.3 – Contractor's Staff Identification, of the Contract.

6.6 Materials and Equipment

The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

Unless otherwise specified in the Specification Sheet, County will provide automatic control valves, gate valves, and pumping systems if it is determined that malfunction is due to wear and tear and not damaged by the Vendor.

Complete piping replacement of the irrigation system is not required by Vendor. However, the Vendor is responsible for the repair and replacement of leaking main and lateral irrigation lines. (Unless otherwise specified in the Specification Sheet)

6.7 Training:

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

6.7.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

6.8 Contractor's Office

6.8.1 Contractor shall maintain an office at some fixed place located in the Los Angeles Metropolitan Area with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who can respond to inquires and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. The Contractor shall answer calls received by the answering service or paging device within two (2) hours of receipt of the call. Failure to respond within the two-hour time frame will be cause for assessment in accordance with the Procurement Requirements Summary (PRS).

6.8.2 The Contractor shall maintain a written log of all complaints, the date, time, and the action taken or reason for the non-action. The log of complaints shall be open to the inspection by the County's Facility Designee at all reasonable times.

7.0 HOURS OF MAINTENANCE SERVICE

7.1 Contractor shall generally provide services between the hours of 6:00 a.m. to 6:00 p.m., Monday through Friday, and 6 a.m. to 11 a.m. on Saturday, except for County observed Holidays.

7.2 Contractor may elect to provide additional coverage at no additional cost to the County. County Project Director will provide the Contractor a list of County-recognized holidays.

8.0 WORK SCHEDULES

8.1 Contractor shall submit for review and approval a detailed work schedule for each facility to the County Project Director within ten (10) days prior to starting any work said work schedules shall be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies in accordance with Exhibit C, Facility Specification Sheet. The schedules shall list the time frames by day of the week, morning, and afternoon the tasks will be performed. Additionally, for Seasonal/Periodic Services the schedule shall include an itemized cost detail for each service to be performed in accordance to the Seasonal/Periodic/Other Services Price Sheet, Exhibit B-2.

8.2 Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County Project Manager for review and approval within five (5) working days prior to scheduled time for work.

9.0 SPECIFIC WORK REQUIREMENTS – ROUTINE SERVICE

The following are specific routine tasks Contractor shall perform during the contract term:

9.1 MECHANICAL OPERATIONS

9.1.1 HAZARD REDUCTION PRUNING (HRP)

The primary objective is to reduce the danger to a specific target caused by visibly defined hazards in a tree. For example, HRP may be the primary objective if a tree had many dead limbs over a park bench, overhanging walks etc.

HRP shall be completed to maintain an eight (8) foot vertical clearance for all branches over hanging walks and fourteen (14) foot vertical clearance for branches over hanging beyond curb line into the paved section of roadways.

Contractor shall prune all plant materials where necessary to maintain safe vehicular and pedestrian visibility and clearance and to prevent or eliminate hazardous situations.

Pruning shall be completed as specified in Paragraph 10.8, Tree Pruning.

HRP services are part of routine landscape maintenance services and shall be completed at no additional cost to the County.

9.1.2 MOWING

Mowing operations shall be performed in a workmanlike manner that ensures a smooth surface appearance without scalping or allowing excessive cuttings to remain.

Turf shall be mowed with a reel-type mower equipped with rollers or a rotary-type mower.

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

Mowing height shall be appropriate to turf species and use parameters. Mowing heights may vary for special events and conditions.

Mowing operation shall be scheduled Monday through Friday unless revised by the County's Project Director.

All grass clippings shall be collected and removed from the site on the same day the area is mowed.

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

Mowing of turf at the facility shall be completed in one operation.

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

If a mowing operation cannot be completed thoroughly within the designated time frame, the Facility Project Manager shall be immediately notified through the Contractor's communication network.

Mowing – Frequency:
All turf areas shall be mowed no less than once (1) every week for a minimum total mowing frequency of 52 times per year. The Contractor may choose to provide additional mowing frequencies at no additional cost to the County.

9.1.3 EDGING

Contractor shall maintain all groundcover areas contiguous to turf areas "neatly" edged with all grass invasions eliminated.

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

All turf edges, including but not limited to sidewalks, drives, curbs, shrub beds, flower beds, groundcover beds, around tree bases, shall be edged to a neat and uniform line at all times.

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

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

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

Mechanical Edging and Frequency:
Mechanical edging shall be completed as one (1) operation in a manner that ensures a well defined edge. All walkways shall be edged with a power blade edger.

Mechanical edging of turf shall be performed 26 times per year; once (1) every other week.

Mechanical edging of groundcover shall be performed 26 times per year, once every other week.

9.1.4 HEDGE TRIMMING

Prune shrubs to encourage healthy growth habits and for shape in order to retain their natural form and proportionate size.

Restrict growth shrubbery to area behind curbs and walkways and within planter beds by trimming.

Under no circumstances shall hedge shears be used as a means of pruning. Prune all plant materials where necessary to present or eliminate hazardous conditions to vehicles or pedestrians.

All cuts shall be made sufficiently close, flush if possible, to the parent stem so that healing can readily start under normal conditions.

All limbs one and one-half inches (1 ½ “) or greater in diameter shall be undercut to prevent splitting.

Remove all dead diseased and unsightly shrubs and branches. Remove all clippings the same day that plant materials are pruned or trimmed.

Hedge Trimming – Frequency:
Formal hedge trimming; twice a month, as needed.

9.2 MANUAL OPERATIONS

9.2.1 CHEMICALS

All work involving the use of chemicals shall be in compliance with all Federal, State, and local laws and will be accomplished by a Licensed Qualified Applicator under the direction of a Licensed Pest Control Advisor. Contractor, in complying with the California Food and Agricultural Code, shall provide, to the Facility Project Manager, a copy of a valid Pest Control Operator's License and a valid Pest Control Advisor's License or a copy of said licenses from a sub-contractor thirty (30) days prior to using any and all applicable chemicals within the areas(s) to be maintained.

Contractor shall submit a listing of proposed chemicals to be used; including commercial name, application rates and type of usage to the Facility Project Manager for approval at the commencement of the contract. No work shall begin until written approval of use is obtained from the Facility Project Manager.

Chemicals shall only be applied by those persons possessing a valid California Certified Pest Control Applicator's license. Application shall be in strict accordance with all governing regulations. Respirators and appropriate protective gear will be used in the application of chemicals as required by the California Occupational Safety and Health administration (Cal-OSHA), Department of Agriculture and other regulatory agencies.

Chemical Utilization Records:
Records of all operations stating dates, times, methods of applications, chemical formulations, applicators names, and weather conditions shall be made and retained in an active file for a minimum of three (3) years.

Contractor will provide a chemical use report (site specific) with monthly billing. A copy of the Pest Control Advisor's recommendation for each application (site specific) shall be provided to monitor and applicator prior to each application. This shall be in addition to the copy of the usage summary that is provided to the Agricultural Commissioner.

Special Permits:
All chemicals requiring a special permit for use must be registered, and a permit obtained from County Agricultural Commissioner's Office. An approved copy of permit shall be submitted to Facility Project Manager five (5) days prior to intended chemical usage.

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

Chemical Application:
Contractor shall apply chemicals when air currents are still, preventing drifting onto adjacent property and preventing any toxic exposure to persons whether or not they are in or near the area of application. Contractor shall apply herbicide per manufacturer's recommendation.

Weeds treated with a contact weed chemical shall be left in place for a minimum of seven (7) days. If kill is not complete, a second application shall be applied at no additional cost to the County. Weeds treated using a systemic chemical shall be left in place per manufacturer's recommendation.

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

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

Frequency:
Chemical turf detailing around trees, turf boundaries, and various irrigation components; once every two (2) months, or as stated. Chemical application to beds, planters, walkways, medians, curb and gutter expansion joints in all hard surface areas, slopes, hillsides; once (1) each month.

Chemical Application Notification:
Contractor shall give Facility Project Manager twenty-four (24) hour notification of use of chemicals for landscape areas.

9.2.2 CULTIVATION

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

Cultivation – Frequency:
Once every two weeks; as needed.

9.2.3 FLOWER BEDS

Any and all diseased plants are to be removed from all beds and then disposed properly. Broken, damaged, or unsightly flowers or plant parts are to be removed promptly.

No contact weed control chemical may be used in flower beds after they are planted for the season. Appropriate mulches are encouraged but must be aesthetically compatible and not physically or chemically harmful.

Flower Beds – Frequency:
Thinning of flower beds; twice a month, as needed.

9.2.4 GROUND COVER

Contractor shall remove all dead, diseased, and unsightly branches, vines or other growth as they develop.

All ground cover areas shall be pruned to maintain a neat edge along planter box walls.

Any runners that start to climb building, shrubs, or trees shall be pruned out of these areas.

Ground Cover – Frequency:
Ground cover thinning; twice a month, as needed.

9.2.5 HAZARDOUS MATERIALS

Contractor shall not dispose of hazardous material(s) on site. All such materials collected must be disposed of in compliance with all applicable rules, laws, and/or regulations.

9.2.6 IRRIGATION

Water requirements by plants vary according to the season and a particular year; the Contractor shall pay extremely close attention to the demands of the plants as influenced by their exposure to sun, wind, shade, and location in the individual planters. The variation in the size of plants installed as well as the varieties shall be taken into consideration. All landscaped and turf areas shall be irrigated as required to maintain adequate growth and appearance with a schedule most conducive to plant growth.

The delivery of adequate moisture to the landscaped areas shall include, but not be limited to hand watering, operation of manual valves, proper utilization of automatic controllers, and the bleeding of valves.

Adequate soil moisture will be determined by programming the irrigation system as follows:

a. Adjusting and setting the automatic controller to establish frequency and length of watering period, and monitoring all irrigation controllers.

b. Consideration must be given to soil conditions, humidity, minimizing runoff, and the relationship of conditions, which affect day and night watering. This may include daytime watering during freezing weather to prevent icy conditions, manual operation of the irrigation system, and/or hand watering with portable sprinklers during periods of windy or inclement weather.

c. A soil probe shall be used to a depth of twelve (12) inches to determine the water penetration by random testing of the root zones.

d. Watering shall be regulated to avoid interference with any use of the roadways, pavements, walks, or areas as designated for scheduled special events.

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

f. Irrigation system will be controlled in such a way as not to cause any excessively wet or "waterlogged" areas which could interfere with the ability to mow all turf. "In lawn" trees and other planting shall be protected from over-watering and run-off drowning.

g. New turf (up through the sixth mowing) shall be watered immediately after mowing. Well established turf shall not be watered for at least four (4) hours after mowing.

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

i. Watering shall comply with applicable water restriction regulations and directives.

9.2.7 IRRIGATION SYSTEM MAINTENANCE

Contractor and Facility Program Monitor or designee will conduct an inspection of the irrigation equipment at Facility to ensure operability within sixty (60) days of service start date. Contractor will submit a written report verifying working order of each irrigation system. County may ask to have the system repaired to a satisfactory condition. Once repaired, the Contractor will be required to keep the system in working condition. This also applies to landscape sites added during the term of the contract.

If system is working, Contractor shall, at all times, maintain the system in an operational state by repairing/replacing the irrigation system consisting of automatic controllers, control valves, gate valves, risers, quick couplers, swing joints and sprinkler heads including providing small parts: solenoids, filter screens, diaphragms, gaskets, springs, screws, adjustment screws, washers, “0” rings, wring and nozzles, at no cost to the County.

After inspection with County staff, Contractor will be responsible for the irrigation system, including **lateral lines**. Contractor will maintain a comprehensive monthly system operability check shall identify malfunctions and needs for repair. County is responsible for the main lines and back flow (unless otherwise shown on Landscape Maintenance Specification Sheet).

In addition to repair and replacement, Contractor must:

a. Adjust valves and sprinkler heads.
b. Replace all risers and swing joints to the lateral lines.
c. Replace button type turf and shrub heads.
d. Replace all missing covers to valve boxes.
e. Provide caps and plugs.

Contractor shall ensure that all personnel working on the irrigation system are fully trained in all phases of landscape irrigation systems and can easily identify and isolate problems and perform the proper testing and inspection of the irrigation system and the maintenance of the sprinkler heads. This knowledge of landscape irrigation systems shall include but not be limited to the operation, maintenance, adjustment and repair of said systems and their components.

In order to ensure the operability of the irrigation system, Contractor shall sequence controller(s) to each station manually to check the function of all facets of the irrigation system weekly and report any damage, malfunctioning equipment, and/or incorrect operation to the Facility’s Program Monitor or his designee. During the testing, Contractor shall:

f. Adjust and clean sprinkler heads for correct coverage to prevent excessive runoff and/or erosion and to prevent the spread onto roadways, sidewalks, hard surface areas, and private property. (may require the removal of the sprinkler head for this function)

g. Unplug clogged heads and flush lines to free lines of rocks, and debris once every four (4) months.

h. Flush irrigation lines of grit and gravel by removing the lat head of each lateral and operating the system until those materials are expelled.

i. All system malfunctions, damage, and obstructions shall be reported to County's Project Director or his designee and corrective action taken in a timely manner, not to exceed 48 hours after notification.

j. In addition to regular testing, Contractor shall inspect and test all irrigation systems as necessary when damage is suspected, observed, or reported.

k. Contractor shall repair/replacement malfunctioning quick couplers, pumping systems, manual or automatic valves, and sprinkler heads within (1) watering cycle irrigation damage shall be repaired or replaced with same size, and quantity or substitutes approved by County's Facility Project Monitor prior to installation.

l. Contractor shall correct malfunctioning irrigation systems and equipment within two (2) hours of identification or following verbal notification.

m. Replacements for the irrigation system shall be with originally specified equipment of the same size and quality or substitutes' approved by the Facility Project Manager prior to any installation.

n. If an automatic irrigation system or a portion of a system malfunctions, the Contractor, when authorized by the County, shall be responsible for the manual manipulation of that system for a period of 30 days from the date of the authorization. If the system requires manual manipulation for a greater period, the Facility Project Manager may opt to pay the Contractor additionally to continue the manual manipulation, or the Facility Project Manager may decide to terminate the supplemental irrigation. Such work shall be considered Other Work and shall be compensated as

provided in Paragraph 10, Unscheduled Work – Seasonal/Periodic Services.

9.2.8 LITTER CONTROL

Complete policing and litter pick-up to remove paper, glass, trash, undesirable materials, siltation and other accumulated debris within the hard surfaces, and landscaped areas to be maintained including, but not limited to, walkways, between and around planted areas, drains, parking lots, steps, planters, drains and catch basins shall be accomplished to ensure a neat appearance.

Complete policing, litter pick-up, supplemental hand sweeping of parking space, gutters, and other parking spaces inaccessible to power equipment shall be accomplished to ensure a neat appearance.

Contractor shall be required to remove all trash, clippings, and any other debris which results from its maintenance services and provide for its disposal on a daily basis.

Contractor shall not use County trash bins for maintenance operations. Contractor shall not dispose of hazardous material(s) on site. All such materials collected must be disposed of in compliance with all applicable rules, laws, and/or regulations.

Litter Control – Frequency:
Litter control shall be performed twice daily Monday through Friday, and once on Saturday. First time, no later than 7:30 a.m., and a second time no later than 1:00 p.m.

9.2.9 RAKING

Accumulation of leaves shall be removed from all landscaped areas including but not limited to beds, parking lots, walkways, planters, and turf areas under trees and removed from Facility site. Use of hand held blowers will be allowed unless legal authority dictates otherwise. Facility may dictate “no blowers”.

Raking – Frequency:
Turf under trees; at each service interval.
Shrubs, beds and planters; at each service interval.

9.2.10 RODENT CONTROL

Contractor shall maintain all areas free of rodents including but not limited to gophers and ground squirrels, since they may cause damage to turf, shrubs, groundcover, trees, and irrigation systems. The rodenticide product to be used shall be recommended by a licensed Pest Control Advisor, applied by a person possessing a valid California Certified Pest Control Applicator’s license, and pre-approved by the Facility Project Manager.

9.2.11 TRASH BINS

Contractor shall collect and remove ALL clippings the same day that plant materials are pruned, raked, mowed, or trimmed. Contractor shall not use County trash bins for maintenance operations.

9.2.12 WEED CONTROL

Contractor shall eradicate weeds from turf and cultivated and non-cultivated areas. This will include per-emergent and/or post-emergent chemical applications to turf areas.

Methods for removal of weeds, turf encroachment and detailing shall incorporate one (1) or all three (3) of the following: Hand Removal, Cultivation, and Chemical Eradication.

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

Remove or control all weeds and grass from beds, planters, walkways, drainage areas, expansion joints in all hard surface areas, driveways, parking lots, patios, roadways, slopes, hillsides, bare areas, around irrigation sprinkler heads and undeveloped areas.

Weed Control – Frequency:
Walkways, beds, planters, and landscapes shall be inspected, spot treated, and weeds removed; once (1) each month.

Developed areas of the facility that have become denuded shall be maintained weed free; once (1) each month.

Designated areas of a facility that are left in a natural state so that the plant's root systems are utilized to stabilize the soil, may occasionally need to be mowed or otherwise controlled to a given height for appearance or fire suppression reasons; once (1) a month.

9.3 DAMAGE TO SHRUBS, TREES, TURF OR GROUND COVER

All damage to shrubs, trees, turf or ground cover done by Contractor employees shall be repaired or replaced within five (5) working days.

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

Shrub Damage:
Minor damage may be corrected by appropriate pruning. Major damage shall be corrected by removal of the damaged shrub and replaced to comply with the provisions in the specifications.

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

Tree Damage:
Minor damage such as bark lost from impact of mowing equipment shall be remedied by a qualified tree surgeon or arborist. If damage results in loss of tree, the damaged tree shall be removed and replaced to comply with the specified instructions of the Facility Project Monitor. All trees permanently damaged will be replaced at County's expense with the exception of those damaged or destroyed due to fault of Contractor or its employees. Replacement shall be with the identical species of tree existing previously, unless otherwise notified in writing by Facility Project Monitor or his/her designee. Size of the replacement shall be of like size not to exceed 24 inch box specimen container size. The need for replacement will be determined by Facility Project Monitor or his/her designee.

9.4 PLANT MATERIALS

Plant materials shall conform to the requirements of the landscape plan of the area and to "Horticultural Standards" of American Association of Nurserymen as to kind, size, age, etc. Plants of record and specification should be consulted to ensure correct identification of species. Plant material larger than those specified may be supplied if complying in all other respects. Substitutions may be allowed but only with prior written approval by the Facility Project Manager.

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

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

All trees shall be measured six (6) inches above the ground surface. Where caliper or other dimensions of any plant material are omitted from the Standardized Plant Name List", it shall be understood that these plant

materials shall be normal stock for the type listed, and must be sturdy enough to stand safely without staking.

All shrubs shall be guaranteed to live and remain in healthy condition for no less than 90 days from the date of planting by the Contractor.

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

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

10.0 UNSCHEDHULED WORK – SEASONAL/PERIODIC SERVICES

Following are specific seasonal/periodic tasks Contractor may perform during the contract term. County reserves the right to perform Seasonal/Periodic work itself or assign the work to another Contractor. County's Facility Project Manager shall review on an ongoing basis all unscheduled work to be performed as specified herein.

At County's request for any unscheduled services listed under this Paragraph 10, Contractor shall submit for approval a written estimate along with an action plan detailing the proposed schedule of services to be performed. The action plan shall at a minimum describe in detail task(s) to be performed, frequency of service, staff hours per frequency, and as applicable license/certificate numbers of person performing task. The action plan shall be submitted within ten (10) days of County's request for services. In any case, no unscheduled work shall be performed without County's prior written authorization.

If Facility Project Manager determines, in his sole judgment, that any frequency of service for unscheduled work is not necessary, the Facility Project Manager shall notify Contractor in writing that such particular frequency of service shall not be performed and Contractor shall not perform such frequency of service and shall have no claim whatsoever against County therefore.

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

Upon County's written authorization, all unscheduled work described herein shall commence on the date specified by Facility Project Manager and Contractor shall proceed diligently to complete such work within the time allotted.

10.1 AERIFICATION

Upon County's written approval for aerification services, Contractor shall:

a. Aerate all turf areas by using a device that removes one-half inch cores to a depth of two inches and not more than six inch spacing on center.

b. Complete turf aerification during the period of April through November. In the fall, overseed all aerified turf areas. Aerify, renovate or verticut, seed, and mulch (spread evenly over the entire area to a uniform depth of 1/4 inch) in sequence. Additionally, aerification may be required immediately after vertical (thatch removal) operation and just prior to over seeding and fertilization.

c. Remove all cores from the turf and dispose off-site or thoroughly pulverized within twenty-four (24) hours after aerating.

Aerification – Frequency:
Turf aerification may be requested one (1) time per year, beginning in the spring and completed by the fall.

10.2 DISEASE/INSECT CONTROL

It is the County's intent to maintain all landscape areas free of disease and insects that could cause damage to plant materials including but not limited to trees, shrubs, groundcover, and turf.

Notification of any disease, insects, or unusual conditions that may develop shall be reported to the Facility's Project Manager. Upon County's written approval for disease/insect control services, Contractor shall:

a. Disease: Submit an action plan that at a minimum describes in detail a disease control program to control and prevent all common diseases from causing serious damage, frequency of service, staff hours per frequency, and as applicable license/certificate numbers of person performing task. The action plan shall be submitted within ten (10) days of County's request for services. Disease control shall be achieved utilizing materials and rates recommended by an Arborist.

b. Insect: Submit an action plan that at a minimum describes in detail an insect control program to prevent all common insects from causing serious damage. Insect control shall be achieved utilizing materials and rates recommended by a licensed California Pest Control Advisor.

10.3 FERTILIZATION (Per Application)

Upon County's written approval for fertilization services, Contractor shall:

a. Apply fertilizer in sections determined by the areas covered by each irrigation system. Immediately after fertilization, thoroughly soak all areas fertilized.

b. Apply fertilizer within the tree dripline to provide healthy color. Fertilizer should be organic and granular in form without trace elements.

c. Apply fertilizer to provide a healthy color in all shrubs and groundcover. Foliar feeding may be used if applicable. Fertilizer shall be organic and granular in form without trace elements.

d. Apply not less than one (1) pound of actual available nitrogen in a balance fertilizer form for each one thousand (1,000) square feet of turf area. All fertilizer shall be inorganic and granular in form with an approximate ratio of 4-1-2.

e. Fertilize utilizing ratios and mixtures per manufacturer's recommendation.

10.4 RENOVATION - TURF

Upon County's written approval for turf renovation services, Contractor shall:

a. Renovate turf to the soil line and remove all excessive thatch. Upon completion of turf renovation, all turf areas shall be over seeded, mulched and watered.

b. Over seed area utilizing blends or mixtures per manufacturer's recommendation to maintain a good appearance.

c. Spread mulch evenly over the entire area to a uniform depth.

10.5 VERTICAL MOWING

Upon County's written approval for vertical mowing services, Contractor shall:

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

b. Avoid unnecessary or excessive injury to turf grass.

c. Sweep or rake dislodged thatch from turf areas and removed from facility site.

d. Use standard renovating or vertical mowing equipment.

10.6 TURF RESEEDING/RESTORATION OF BARE AREAS

The Facility Project Manager may require the use of sod when deemed necessary. The Contractor shall be entitled to additional compensation for the cost of the sod only provided loss of turf was not due to Contractor negligence. Upon County's written approval of services, Contractor shall:

a. Overseed areas utilizing blends or mixtures at the rate of application as required to maintain a good appearance.

b. Overseed all damaged, vandalized or bare areas to re-establish turf to an acceptable quality compatible to that of existing turf.

c. Commence overseeding no later than October 1 and be completed within three (3) weeks of commencement.

10.7 TREE MAINTENANCE

It is the County's intent to ensure that all trees are pruned and/or thinned at each Facility once during the first three years of the contract term through its own resources, by Contractor, or assign the work to another Contractor.

In any case, Contractor shall submit for approval a written estimate along with an action plan detailing the proposed schedule of tree pruning and/or thinning of all trees at Facility to be performed during the first three years of contract term. The action plan shall at a minimum describe in detail the type of tree service to be performed (i.e., Coarse pruning, fine pruning, raising branches, Crowning, thinning), a detailed cost for each type of tree service to be performed, staff hours per frequency, and as applicable license/certificate numbers of person performing task. The action plan shall be submitted within the first 90 days of contract implementation. No unscheduled work shall be performed without County's prior written authorization.

Upon County's written approval for tree maintenance services, Contractor shall:

a. Follow the International Society of Arboriculture (ISA's) Tree Pruning Guidelines, more recent ANSI A300 Pruning Standards, ANSI Z133.1 Safety Standards, and as described in Paragraph 10.8, Tree Pruning.

b. Prune and/or thin all trees at Facility once during the first three years of the contract term, unless otherwise approved by the Facility Chief Executive Officer or designee.

c. Prior to any tree maintenance, Contractor shall submit to Facility Chief Executive Officer or designee a detailed work schedule for tree services to occur during the first three years of contract term, within the first 90 days of contract implementation. Facility Chief Executive Officer may request adjustments to the schedule during the three-year term.

The work schedule shall include: 1) the time frames by day of the week, morning, and afternoon 2) a detailed description & reason for pruning to be performed, i.e., coarse, medium, fine, raising branches, crown cleaning, crown thinning, crown raising, hazard reduction, and or maintenance 3) an itemized cost detail for each task to be performed in accordance to the Seasonal/ Periodic/Other Services Price Sheet, Exhibit B-2.

Contractor shall use a Certified Arborist and/or a certified horticulturist, approved by DHS Facility, for providing direction during maintenance. Contractor shall use a skilled and experienced Tree Trimmer to perform the

various tree maintenance services described herein. Contractor will ensure that all work is performed in a safe manner as established by the California Occupational Safety and Health Administration (Cal-OSHA) and other regulatory agencies.

If Contractor recommends that a particular tree does not require service during a contract year, then Facility Project Manager may take that recommendation into consideration. However, if Facility Project Manager does not agree with Contractor's recommendation, then Contractor shall provide the tree service.

10.8 TREE PRUNING

Upon County's written approval for tree pruning services, Contractor shall prune trees with the intent of developing structurally sound trees, symmetrical in appearance with the proper vertical and horizontal clearance.

Under no circumstances shall hedge shears be used as a means of pruning trees. All dead and damaged branches and limbs shall be removed at the point of breaking.

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

All wounds to trees and shrubs one (1) inch in diameter or over shall be painted with asphaltic base tree paint immediately after pruning.

Pruning Procedures:
Rapid healing of pruning wounds is dependent upon where the cut is made when removing limbs. NEVER LEAVE SHORT STUBS. Some trees produce a corky ring of growth where a limb originates. The pruning cut shall be made toward the outside portion of the "collar". If a tree does not produce this characteristic "collar", then make the cut flush to the limb where it is growing.

a. All limbs 1 1/2" or greater in diameter shall be undercut to prevent splitting. All limbs shall be lowered to the ground using a method which prevents damage to the remaining limbs.

b. All cuts exceeding 1/2" shall be treated with an appropriate tree heal compound.

c. All equipment utilized shall be clean, sharp and expressly designed for tree pruning.

d. Only rope and saddle climbing gear without climbing spurs or spikes will be allowed for pruning live trees.

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

e. All trees shall be pruned for vertical and horizontal clearance. Such clearances are nine (9) feet for pedestrian areas and walkways and fourteen (14) feet for vehicular roadways.

f. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline. Limbs should extend alternately from the trunk on twelve (12) inches or twenty (24) four inch spacing.

g. All trees shall be thinned of smaller limbs to distribute the foliage evenly.

h. All trees shall be trimmed and shaped to provide a symmetrical appearance typical of the species.

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

j. No stubs will be permitted.

k. Contractor shall report to the Facility Project Manager all structural weaknesses such as split crotch or limbs, diseased or decayed limbs, or severe damage.

l. Contractor shall place special emphasis upon public safety during pruning operations, particularly when adjacent to roadways and pedestrian areas.

m. All trimmings and debris shall be removed and disposed of off-site at the end of day's work.

n. All trees which are downed by either natural or unnatural causes, shall be removed and disposed off-site. Where possible, stumps shall be removed to 12 inches below grade and wood chips and hole backfilled to grade.

o. In accordance with Fish and Game Code, Section 3503, the Contractor shall not "take, possess, or needlessly destroy the nest eggs of any bird, except as otherwise provided by this code or any regulation made pursuant thereto." In case of an accidental take, the Contractor shall contact the California Department of Fish and Game at (562) 590-5126.

p. All walkways, entrances and exits to buildings shall be clear of debris and accessible to wheelchair and ambulatory traffic in areas where pruning is being performed.

q. Parking lots and stalls shall not be blocked without prior arrangements with the Facility Project Manager.

Scheduled Pruning:
Pruning shall be scheduled and performed during the Fall (October through December) of each contract year.

Pruning services shall not exceed two (2) weeks. Extended periods may be allowed at the discretion of the Facility Chief Executive Officer.

Rescheduling is at the discretion of the Facility Chief Executive Officer or designee. Contractor will be notified within at least five (5) working days prior to reschedule pruning.

Staking and Tying:
Contractor shall replace missing or damaged stakes where the tree diameter is less than three (3) inches.

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

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

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

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

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

Stakes will be placed eight (8) inches from the trunk of the tree. Stakes and ties will be placed so no chafing of bark occurs.

Damaged trees shall be staked and tied within twenty-four (24) hours of identification of damage by Contractor or of County or the public's notification to Contractor. Replacement stakes or new staking shall be completed within five (5) days.

10.9 PALM TREE CARE

All palm trees located at Facility shall be maintained and kept free of dead fronds and potential falling debris at all times.

Palm trees shall not be trimmed during the bird nesting season of April 1 through June 30 unless otherwise approved by the Facility Project Manager.

11.0 UNSCHEDULED OTHER WORK

The Facility Project Manager or his designee may authorize the Contractor to perform landscape-related unscheduled other work, assuming surplus funds from Unscheduled Work - Seasonal/Periodic Services, Paragraph 10 exist, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third party negligence; or to add to, modify or refurbish existing facilities.

Prior to performing any unscheduled other work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials to complete the work. No unscheduled other work shall commence without prior written authorization by the Facility Chief Executive Officer.

When a condition exists wherein there is imminent danger of injury to the public or damage to property, Contractor shall contact County's Project Director for approval before beginning the work. A written estimate shall be sent within twenty-four (24) hours for approval. Contractor shall submit a detailed invoice to County's Project Director within five (5) working days after completion of the work.

All unscheduled other work shall commence on the established specified date. Contractor shall proceed diligently to complete said work within the time allotted. The County reserves the right to perform unscheduled work itself or assign the work to another Contractor.

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PERFORMANCE REQUIREMENTS SUMMARY(PRS) CHART

REFERENCE/REQUIRED SERVICE	STANDARD PERFORMANCE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
Contract Terms and Conditions			
Contract, 7.2 Approval of Contractor's Staff	County's approval of staff.	Inspection and Observation	$50 per occurrence
Contract, 7.4 Background and Security Investigations	Contractor's staff not passing background checks are not to work at County Facilities and shall be removed from County Facilities.	Inspection and Observation	as applicable $50 per occurrence
Contract, 8.9 Compliance with Living Wage	Contractor to be in compliance with County's Living Wage program	Inspection and Observation	$100 per occurrence; possible termination for default of contract
Contract, 8.22 General Insurance Requirements	Compliance with Contract Insurance Requirements	Receipt of current COI	$100 per occurrence; termination for default of contract
Contract, 8.39 Subcontracting	Contractor shall obtain County's written approval prior to subcontracting work. Upon written approval to subcontract, Contractor shall provide all information listed in paragraph 8.39.2, including valid licenses.	Inspection and Observation	$100 per occurrence; possible termination for default of contract
Routine Landscape Maintenance Services			
SOW, 1.6 non-interference	Contractor not interfere with the public use of the premises and conducts its operations as to offer the least possible obstruction, inconvenience, disruption to the peace and quiet of area.	Observation of Response	$50 per occurrence
SOW, 9.2 Chemicals	All work is in compliance with the terms of Paragraph 9.2 and all Federal, State, and local laws and accomplished by a Licensed Qualified Applicator. Prior to using any and all applicable chemicals, Contractor provided as appropriate, a copy of a valid Pest Control Operator's License, Pest Control Advisor's License, or any other applicable licenses.	Receipt of documentation, Observation	$100 per occurrence; possible termination for default of contract.

PERFORMANCE REQUIREMENTS SUMMARY(PRS) CHART

REFERENCE/REQUIRED SERVICE	STANDARD PERFORMANCE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
SOW, 9.1.1 Hazard Reduction Pruning	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 9.1.2 Mowing	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 9.1.3 Edging	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 9.1.4 Hedge Trimming	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 9.2.4 Ground Cover	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 9.2.5 Hazardous Materials	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 9.2.6 Irrigation	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 9.2.7 Irrigation System Maintenance	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 9.2.8 Litter Control	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 9.2.9 Raking	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 9.2.10 Rodent Control	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 9.2.11 Trash Bins	100% Completion of Required Services	Inspection and Observation	$200 per occurrence
SOW, 9.2.12 Weed Control	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 6.3 Project Manager	Provide a Project Manager accessible all hours 365 days/year. Must read, speak, and understand English.	Inspection and Observation	
SOW, 6.4 Personnel	Contractor shall assign a sufficient number of employees to perform the required work.	Inspection and Observation	$100 per occurrence
SOW, 6.5 Uniforms/I.D. badges	Contractor to ensure all employees wear approved uniforms and I.D. badges.	Inspection and Observation	$50 per occurrence
SOW, 6.7 Training	Provide Training Programs for new employees.	Provide copies of Programs upon County request	$50 per occurrence

PERFORMANCE REQUIREMENTS SUMMARY(PRS) CHART

REFERENCE/REQUIRED SERVICE	STANDARD PERFORMANCE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
SOW, 6.8 Contractor's Office/inquiries and complaints	Contractor to maintain an office in Los Angeles County. Must be staffed 8-5 M-F. When closed, must have answering service, cellular phone or pager to respond to County calls within 2 hours. Maintain a written log of all complaints, the date, time, and action taken.	Inspection and Observation.	$50 per occurrence
SOW, 8.0 Work Schedules	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
UNSCHEDULED WORK - Seasonal/Periodic Landscape Services			
SOW, 10.1 Aerification	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 10.2 Disease/Insect Control	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 10.3 Fertilization (Per Application)	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 10.4 Renovation-Turf	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 10.5 Vertical Mowing	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 10.6 Turf Reseeding	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 10.7 Tree Maintenance	100% Completion of Required Services	Inspection and Observation	$1000 per occurrence
SOW, 10.8 Tree Pruning	100% Completion of Required Services	Inspection and Observation	$500 per occurrence
SOW, 10.9 Palm Tree Care	100% Completion of Required Services	Inspection and Observation	$500 per occurrence
SOW, 11.0 Other Work	100% Completion of Required Services	Inspection and Observation	$50 per occurrence

ATTACHMENT B

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES:

Prepared: _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

_____

_____

Signature of County Representative: _____ Date: _____

Deadline for Completion: Date: _____

CONTRACTOR RESPONSE: (Cause and Corrective Action):

_____

_____

Signature of County Representative: _____ Date: _____

COUNTY EVALUATION OF CONTRACTOR RESPONSE:

_____

_____

Signature of County Representative: _____ Date: _____

COUNTY ACTIONS: _____

_____

_____

CONTRACTOR NOTIFIED OF ACTION: _____ _____

Signature of County Representative: _____ Date: _____

Signature of County Representative: _____ Date: _____

EXHIBIT B-1

DEPARTMENT OF HEALTH SERVICES

PRICE SHEET

SPECIFIC WORK REQUIREMENTS – ROUTINE LANDSCAPE SERVICES

CONTRACTOR: MARIPOSA LANDSCAPES, INC.

AGREEMENT NO._____

FACILITY GROUP B	SERVICE FREQUENCY*	TOTAL MONTHLY COST
LAC+USC Healthcare Network 1200 N. State Street Los Angeles, CA 90033	**DAILY**	**$22,505.60**
El Monte Comprehensive Health Center 10953 Ramona Boulevard El Monte, CA 91731	**DAILY**	**$2,813.20**
La Puente Health Center 15930 Central Avenue La Puente, CA 91744	**DAILY**	**$1,406.60**
H. Claude Hudson Comprehensive Health Center 2829 S. Grand Avenue Los Angeles, CA 90007	**DAILY**	**$1,406.60**

* Contractor shall provide all landscape services under the frequencies specified in Statement of Work (SOW) at the cost described herein, unless instructed otherwise on the Facility Landscape Specification Sheet in SOW, EXHIBIT C. The monthly cost shall be all inclusive and includes but not limited to all administrative costs, labor, supervision, materials, transportation, taxes, equipment and supplies, dumping fees.

EXHIBIT B-2

DEPARTMENT OF HEALTH SERVICES

PRICE SHEET

UNSCHEDULED WORK - SEASONAL/PERIODIC/OTHER SERVICES

Facility	LAC+USC Healthcare Network
Address	1200 N. State Street, Los Angeles, CA 90033
Hours of Operation	Services to be provided between the hours of 5 a.m to 1:30 p.m. M-F, and 5 a.m. to 1:30 p.m on Saturday

I. SEASONAL/PERIODIC LANDSCAPE MAINTENANCE SERVICES

TASK		Staff Hours Per Frequency	Frequency	Total Maximum Frequency Cost	Total Maximum Cost Per Contract Year
Aerification (SOW, Paragraph 10.1		16	Twice a year	$1,400	$2,800
Disease/Insect Control (SOW, Paragraph 10.2)		14	As needed	$1,250	$1,250
Fertilization (SOW, Paragraph 10.3)		12	Twice per year	$1,200	$2,400
Renovation-Turf (SOW, Paragraph 10.4)		86	As requested	$18,520	$18,520
Vertical Mowing (SOW, Paragraph 10.5)		20	Annually	$2,100	$2,100
Turf Reseeding (SOW, Paragraph 10.6)		20	As requested	$3,383	$3,383
Rodent Control (SOW, Paragraph 9.2.10)		8	As needed	$420	$420
Tree Maintenance * (SOW, Paragraph 10.12)	# of Trees				
Coarse Pruning			1x/3yrs		
Medium Pruning					
Fine Pruning					
Raising Branches					
Crown Cleaning	642	1,000		$40,500	$13,500
Crown Thinning	641	1,000		$40,500	$13,500
Crown Raising					
Palm Trees (SOW 10.9)	99	198		$9,000	$3,000
				ANNUAL TOTAL	$60,873

* All trees shall be pruned at each Facility once during the first three years of the contract term. Provide a cost for each **Tree Maintenance** task along with a description of tree(s) to be serviced and a reasoning for selection of type of pruning to be used. Pruning definitions are listed in SOW, Paragraph 2.6, 2.8, and 2.9. Divide Total Maximum Frequency Cost by 3.
All palm trees shall be maintained at each Facility. Divide Total Maximum Frequency Cost by 3.

II. UNSCHEDULED/OTHER WORK

CLASSIFICATION	HOURLY RATE (Includes Profit & Overhead)
Pest Control Operator	$45
Irrigation Specialist	$45
Landscape Maintenance Laborer	$33

EXHIBIT 6

DEPARTMENT OF HEALTH SERVICES

PRICE SHEET

UNSCHEDULED WORK - SEASONAL/PERIODIC/OTHER SERVICES

Facility	El Monte Comprehensive Health Center
Address	19953 Ramona Boulevard, El Monte, CA 91731
Hours of Operation	Services to be provided between the hours of 6 a.m to 6 p.m. M-F, and 6 a.m. to 11 a.m on Saturday

I. SEASONAL/PERIODIC LANDSCAPE MAINTENANCE SERVICES

TASK		Staff Hours Per Frequency	Frequency	Total Maximum Frequency Cost	Total Maximum Cost Per Contract Year
Aerification (SOW, Paragraph 10.1		8	Twice a year	$700	$1,400
Disease/Insect Control (SOW, Paragraph 10.2)		8	As needed	$425	$425
Fertilization (SOW, Paragraph 10.3)		4	Twice per year	$200	$400
Renovation-Turf (SOW, Paragraph 10.4)		30	As requested	$4,472	$4,472
Vertical Mowing (SOW, Paragraph 10.5)		8	Annually	$700	$700
Turf Reseeding (SOW, Paragraph 10.6)		12	As requested	$1,128	$1,128
Rodent Control (SOW, Paragraph 9.2.10)		3	As needed	$210	$210
Tree Maintenance * (SOW, Paragraph 10.12)	# of Trees				
Coarse Pruning			1x/3yrs		
Medium Pruning					
Fine Pruning					
Raising Branches					
Crown Cleaning	40	75		$2,890	$936
Crown Thinning	130	245		$9,450	$3,150
Crown Raising					
Palm Trees (SOW 10.9)					
				ANNUAL TOTAL	$12,821

* All trees shall be pruned at each Facility once during the first three years of the contract term. Provide a cost for each **Tree Maintenance** task along with a description of tree(s) to be serviced and a reasoning for selection of type of pruning to be used. Pruning definitions are listed in SOW, Paragraph 2.6, 2.8, and 2.9. Divide Total Maximum Frequency Cost by 3.
All palm trees shall be maintained at each Facility. Divide Total Maximum Frequency Cost by 3.

II. UNSCHEDULED/OTHER WORK

CLASSIFICATION	HOURLY RATE (Includes Profit & Overhead)
Pest Control Operator	$45
Irrigation Specialist	$45
Landscape Maintenance Laborer	$33

EXHIBIT 6

DEPARTMENT OF HEALTH SERVICES

PRICE SHEET

UNSCHEDULED WORK - SEASONAL/PERIODIC/OTHER SERVICES

Facility	La Puente Health Center
Address	15930 Central Avenue, La Puente CA 91744
Hours of Operation	Services to be provided between the hours of 6 a.m to 6 p.m. M-F

I. SEASONAL/PERIODIC LANDSCAPE MAINTENANCE SERVICES

TASK		Staff Hours Per Frequency	Frequency	Total Maximum Frequency Cost	Total Maximum Cost Per Contract Year
Aerification (SOW, Paragraph 10.1		10	Twice a year	$500	$1,000
Disease/Insect Control (SOW, Paragraph 10.2)		8	As needed	$425	$425
Fertilization (SOW, Paragraph 10.3)		2	Twice per year	$175	$350
Renovation-Turf (SOW, Paragraph 10.4)		17	As requested	$2,600	$2,600
Vertical Mowing (SOW, Paragraph 10.5)		12	Annually	$400	$400
Turf Reseeding (SOW, Paragraph 10.6)		20	As requested	$975	$975
Rodent Control (SOW, Paragraph 9.2.10)		2	As needed	$210	$210
Tree Maintenance * (SOW, Paragraph 10.12)	# of Trees				
Coarse Pruning			1x/3yrs		
Medium Pruning					
Fine Pruning					
Raising Branches					
Crown Cleaning					
Crown Thinning	36	80		$2,900	$966.67
Crown Raising					
Palm Trees (SOW 10.9)					
				ANNUAL TOTAL	$6,926.67

* All trees shall be pruned at each Facility once during the first three years of the contract term. Provide a cost for each **Tree Maintenance** task along with a description of tree(s) to be serviced and a reasoning for selection of type of pruning to be used. Pruning definitions are listed in SOW, Paragraph 2.6, 2.8, and 2.9. Divide Total Maximum Frequency Cost by 3.
All palm trees shall be maintained at each Facility. Divide Total Maximum Frequency Cost by 3.

II. UNSCHEDULED/OTHER WORK

CLASSIFICATION	HOURLY RATE (Includes Profit & Overhead)
Pest Control Operator	$45
Irrigation Specialist	$45
Landscape Maintenance Laborer	$33

EXHIBIT 6

DEPARTMENT OF HEALTH SERVICES

PRICE SHEET

UNSCHEDULED WORK - SEASONAL/PERIODIC/OTHER SERVICES

Facility	H. Claude Hudson Comprehensive Health Center
Address	2829 S. Grand Avenue, Los Angeles CA 90007
Hours of Operation	Services to be provided between the hours of 6 a.m to 6 p.m. M-F, and 6 a.m. to 11 a.m on Saturday

I. SEASONAL/PERIODIC LANDSCAPE MAINTENANCE SERVICES

TASK		Staff Hours Per Frequency	Frequency	Total Maximum Frequency Cost	Total Maximum Cost Per Contract Year
Aerification (SOW, Paragraph 10.1		14	Twice a year	$700	$1,400
Disease/Insect Control (SOW, Paragraph 10.2)		8	As needed	$425	$425
Fertilization (SOW, Paragraph 10.3)		3	Twice per year	$200	$400
Renovation-Turf (SOW, Paragraph 10.4)		24	As requested	$4,472	$4,472
Vertical Mowing (SOW, Paragraph 10.5)		8	Annually	$700	$700
Turf Reseeding (SOW, Paragraph 10.6)		20	As requested	$975	$975
Rodent Control (SOW, Paragraph 9.2.10)		2	As needed	$210	$210
Tree Maintenance * (SOW, Paragraph 10.12)	# of Trees				
Coarse Pruning			1x/3yrs	$	$
Medium Pruning				$	$
Fine Pruning				$	$
Raising Branches				$	$
Crown Cleaning				$	$
Crown Thinning	12	64		$2,500	$833.33
Crown Raising				$	$
Palm Trees (SOW 10.9)				$	$
			ANNUAL TOTAL		$9,415.33

* All trees shall be pruned at each Facility once during the first three years of the contract term. Provide a cost for each **Tree Maintenance** task along with a description of tree(s) to be serviced and a reasoning for selection of type of pruning to be used. Pruning definitions are listed in SOW, Paragraph 2.6, 2.8, and 2.9. Divide Total Maximum Frequency Cost by 3.
All palm trees shall be maintained at each Facility. Divide Total Maximum Frequency Cost by 3.

II. UNSCHEDULED/OTHER WORK

CLASSIFICATION	HOURLY RATE (Includes Profit & Overhead)
Pest Control Operator	$45
Irrigation Specialist	$45
Landscape Maintenance Laborer	$33

EXHIBIT C

DEPARTMENT OF HEALTH SERVICES – COUNTY OF LOS ANGELES
LANDSCAPE MAINTENANCE SERVICES
FACILITY SPECIFICATION SHEET

Facility	LAC+USC Healthcare Network
Address	1200 N. State Street, Los Angeles, CA 90033
Hours of Operation	Services to be provided between the hours of 5 a.m to 1:30 p.m. M-F, and 5 a.m. to 1:30 p.m on Saturday

# Trees	# Palm Trees	Shrubs Y/N	Hedges Y/N	# Planters	Grass Y/N	Irrigation System Y/N
1283	99	Y	Y	291	Y	Y

Reference	Routine Landscape Maintenance	Frequency
9.1.2	Mowing	Weekly
9.1.3	Edging	Once every other week
9.1.4	Hedge Trimming	Twice a month, as needed
9.2.2	Cultivation	Once every two weeks, as needed
9.2.3	Flower Beds	Twice a month, as needed
9.2.4	Ground Cover	Twice a month, as needed
9.2.7	Irrigation System Maintenance	Each visit
9.2.8	Litter Control	Twice daily 1st am, 2nd 1pm M-F, Once on Saturday
9.2.9	Raking	Each visit
9.2.10	Rodent Control	As needed
9.2.12	Weed Control	Once each month
9.2	Chemical turf detailing around trees, turf boundaries and various irrigation components	Once every two months
9.2	Chemical application to beds, planters, walkways, medians, curb and gutter expansion joints in all hard surface areas, slopes, hillsides	Once each month
9.12	Hazard Reduction Pruning (HRP)	As needed
9.15	Interior Plants	As needed
Reference	**Unscheduled Work - Seasonal/Periodic/Other Services**	**Frequency**
10.1	Aerification	Twice a year
10.2	Disease/Insect Control	As needed
10.3	Fertilization	Twice per year
10.4	Turf Renovation	As requested
10.5	Vertical Mowing	Annually
10.6	Turf Reseeding/Restoration of Bare Areas	As requested
10.7 10.8	Tree Maintenance Tree Pruning	All trees -once in 3 year contract term
11.0	Unscheduled Other Work	As requested

Describe Special Operational Requirements
- Full landscape services are required at the Replacement Facility - Full landscape services are required at Crematorium, 3301 E. 1st Street, LA 90063-2803. - SOW, Paragraph 10.11, Any material used for this purpose must be approved by Facility Safety Officer.

* **Approximate Number. Proposal included a total cost for Tree Maintenance of ALL trees at facility.**

Contract Monitor:_____

EXHIBIT C

DEPARTMENT OF HEALTH SERVICES – COUNTY OF LOS ANGELES
LANDSCAPE MAINTENANCE SERVICES
FACILITY SPECIFICATION SHEET

Facility	El Monte Comprehensive Health Center
Address	19953 Ramona Boulevard, El Monte, CA 91731
Hours of Operation	Services to be provided between the hours of 6 a.m to 6 p.m. M-F, and 6 a.m. to 11 a.m on Saturday

# Trees	# Palm Trees	Shrubs Y/N	Hedges Y/N	# Planters	Grass Y/N	Irrigation System Y/N
170	0	Y	Y	38	Y	Y

Reference	Routine Landscape Maintenance	Frequency
9.1.2	Mowing	Weekly
9.1.3	Edging	Once every other week
9.1.4	Hedge Trimming	Twice a month, as needed
9.2.2	Cultivation	Once every two weeks, as needed
9.2.3	Flower Beds	Twice a month, as needed
9.2.4	Ground Cover	Twice a month, as needed
9.2.7	Irrigation System Maintenance	Each visit
9.2.8	Litter Control	Twice daily 1st am, 2nd 1pm M-F, Once on Saturday
9.2.9	Raking	Each visit
9.2.10	Rodent Control	As needed
9.2.12	Weed Control	Once each month
9.2	Chemical turf detailing around trees, turf boundaries and various irrigation components	Once every two months
9.2	Chemical application to beds, planters, walkways, medians, curb and gutter expansion joints in all hard surface areas, slopes, hillsides	Once each month
9.12	Hazard Reduction Pruning (HRP)	As needed
9.15	Interior Plants	As needed
Reference	**Unscheduled Work - Seasonal/Periodic/Other Services**	**Frequency**
10.1	Aerification	Twice a year
10.2	Disease/Insect Control	As needed
10.3	Fertilization	Twice per year
10.4	Turf Renovation	As requested
10.5	Vertical Mowing	Annually
10.6	Turf Reseeding/Restoration of Bare Areas	As requested
10.7 10.8	Tree Maintenance Tree Pruning	All trees -once in 3 year contract term
11.0	Unscheduled Other Work	As requested

Describe Special Operational Requirements
All trees shall be pruned to maintain visibility clearance surrounding surveillance cameras throughout Facility.

* **Approximate Number. Proposal included a total cost for Tree Maintenance of ALL trees at facility.**

Contract Monitor:_____

ATTACHMENT E

DEPARTMENT OF HEALTH SERVICES – COUNTY OF LOS ANGELES
LANDSCAPE MAINTENANCE SERVICES
FACILITY SPECIFICATION SHEET

Facility	La Puente Health Center
Address	15930 Central Avenue, La Puente CA 91744
Hours of Operation	Services to be provided between the hours of 6 a.m to 6 p.m. M-F

# Trees	# Palm Trees	Shrubs Y/N	Hedges Y/N	# Planters	Grass Y/N	Irrigation System Y/N
36	0	Y	Y	12	Y	Y

Reference	Routine Landscape Maintenance	Frequency
9.1.2	Mowing	Weekly
9.1.3	Edging	Once every other week
9.1.4	Hedge Trimming	Twice a month, as needed
9.2.2	Cultivation	Once every two weeks, as needed
9.2.3	Flower Beds	Twice a month, as needed
9.2.4	Ground Cover	Twice a month, as needed
9.2.7	Irrigation System Maintenance	Each visit
9.2.8	Litter Control	M-F, Once daily by 1pm
9.2.9	Raking	Each visit
9.2.10	Rodent Control	As needed
9.2.12	Weed Control	Once each month
9.2	Chemical turf detailing around trees, turf boundaries and various irrigation components	Once every two months
9.2	Chemical application to beds, planters, walkways, medians, curb and gutter expansion joints in all hard surface areas, slopes, hillsides	Once each month
9.12	Hazard Reduction Pruning (HRP)	As needed
9.15	Interior Plants	As needed
Reference	**Unscheduled Work - Seasonal/Periodic/Other Services**	**Frequency**
10.1	Aerification	Twice a year
10.2	Disease/Insect Control	As needed
10.3	Fertilization	Twice per year
10.4	Turf Renovation	As requested
10.5	Vertical Mowing	Annually
10.6	Turf Reseeding/Restoration of Bare Areas	As requested
10.7 10.8	Tree Maintenance Tree Pruning	All trees -once in 3 year contract term
11.0	Unscheduled Other Work	As requested

Describe Special Operational Requirements
All trees shall be pruned to maintain visibility clearance surrounding surveillance cameras throughout Facility.

* **Approximate Number. Proposal included a total cost for Tree Maintenance of ALL trees at facility.**

Contract Monitor:_____

EXHIBIT C

DEPARTMENT OF HEALTH SERVICES – COUNTY OF LOS ANGELES
LANDSCAPE MAINTENANCE SERVICES
FACILITY SPECIFICATION SHEET

Facility	H. Claude Hudson Comprehensive Health Center
Address	2829 S. Grand Avenue, Los Angeles CA 90007
Hours of Operation	Services to be provided between the hours of 6 a.m to 6 p.m. M-F, and 6 a.m. to 11 a.m on Saturday

# Trees	# Palm Trees	Shrubs Y/N	Hedges Y/N	# Planters	Grass Y/N	Irrigation System Y/N
12	None	Y	Y	0	Y	Y

Reference	Routine Landscape Maintenance	Frequency
9.1.2	Mowing	Weekly
9.1.3	Edging	Once every other week
9.1.4	Hedge Trimming	Twice a month, as needed
9.2.2	Cultivation	Once every two weeks, as needed
9.2.3	Flower Beds	Twice a month, as needed
9.2.4	Ground Cover	Twice a month, as needed
9.2.7	Irrigation System Maintenance	Each visit
9.2.8	Litter Control	M-F, Once daily by 1pm
9.2.9	Raking	Each visit
9.2.10	Rodent Control	As needed
9.2.12	Weed Control	Once each month
9.2	Chemical turf detailing around trees, turf boundaries and various irrigation components	Once every two months
9.2	Chemical application to beds, planters, walkways, medians, curb and gutter expansion joints in all hard surface areas, slopes, hillsides	Once each month
9.12	Hazard Reduction Pruning (HRP)	As needed
9.15	Interior Plants	As needed
Reference	**Unscheduled Work - Seasonal/Periodic/Other Services**	**Frequency**
10.1	Aerification	Twice a year
10.2	Disease/Insect Control	As needed
10.3	Fertilization	Twice per year
10.4	Turf Renovation	As requested
10.5	Vertical Mowing	Annually
10.6	Turf Reseeding/Restoration of Bare Areas	As requested
10.7 10.8	Tree Maintenance Tree Pruning	All trees -once in 3 year contract term
11.0	Unscheduled Other Work	As requested

Describe Special Operational Requirements
- Full landscape services are required at the Latrice Clark, 2916 South Hope Street, Los Angeles, CA 90007.

* **Approximate Number. Proposal included a total cost for Tree Maintenance of ALL trees at facility.**

Contract Monitor:_____

EXHIBIT D

CONTRACTOR'S EEO CERTIFICATION

MARIPOSA LANDSCAPES INC

Company Name

15529 ARROW HWY IRWINDALE CA 91706

Address

95-4245898

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Contractor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Contractor has written policy statement prohibiting discrimination in all phases of employment.	( )	( )
2. Contractor periodically conducts a self-analysis or utilization analysis of its work force.	( )	( )
3. Contractor has a system for determining if its employment practices are discriminatory against protected groups.	( )	( )
4. When areas are identified in employment practices, Contractor has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	( )	( )

Signature

Date

TERRY NORIEGA, PRESIDENT

Name and Title of Signer (please print)

EXHIBIT E

COUNTY'S ADMINISTRATION

LAC+USC Healthcare Network, El Monte CHC, H. Claude Hudson CHC, La Puente HC

FACILITY CEO/ADMINISTRATOR:

Name: _____

Title: _____

Address: _____

Telephone: ( ) _____

Facsimile: ( ) _____

E-Mail Address: _____

FACILITY PROJECT MANAGER/FACILITY DESIGNEE:

Name: _____

Title: _____

Address: _____

Telephone: ( ) _____

Facsimile: ( ) _____

E-Mail Address: _____

FACILITY PROJECT MONITOR:

Name: _____

Title: _____

Address: _____

Telephone: ( ) _____

Facsimile: ( ) _____

E-Mail Address: _____

EXHIBIT F

CONTRACTOR'S ADMINISTRATION

NAME OF CONTRACTOR : MARIPOSA LANDSCAPES INC

FACILITY GROUP B:
LAC+USC Healthcare Network, El Monte CHC, H. Claude Hudson CHC, La Puente HC

CONTRACTOR'S PROJECT MANAGER: _____

Name: _____

Title: _____

Address: _____

Telephone: ( ) _____

Facsimile: ( ) _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S) _____

Name: _____

Title: _____

Address: _____

Telephone: ( ) _____

Facsimile: ( ) _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: ( ) _____

Facsimile: ( ) _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following address: _____

Name: _____

Title: _____

Address: _____

Telephone: ( ) _____

Facsimile: ( ) _____

E-Mail Address: _____

EXHIBIT G

Title 2 ADMINISTRATION

Chapter 2.203.010 through 2.203.090

CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or

6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief executive officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.
This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28,2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

2.203.040 Contractor Jury Service Policy.
A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

2.203.050 Other Provisions.
A. Administration. The chief executive officer shall be responsible for the administration of this chapter. The chief executive officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

2.203.060 Enforcement and Remedies.
For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor.

2.203.070. Exceptions.
A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
   1. Has ten or fewer employees during the contract period; and,

   2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

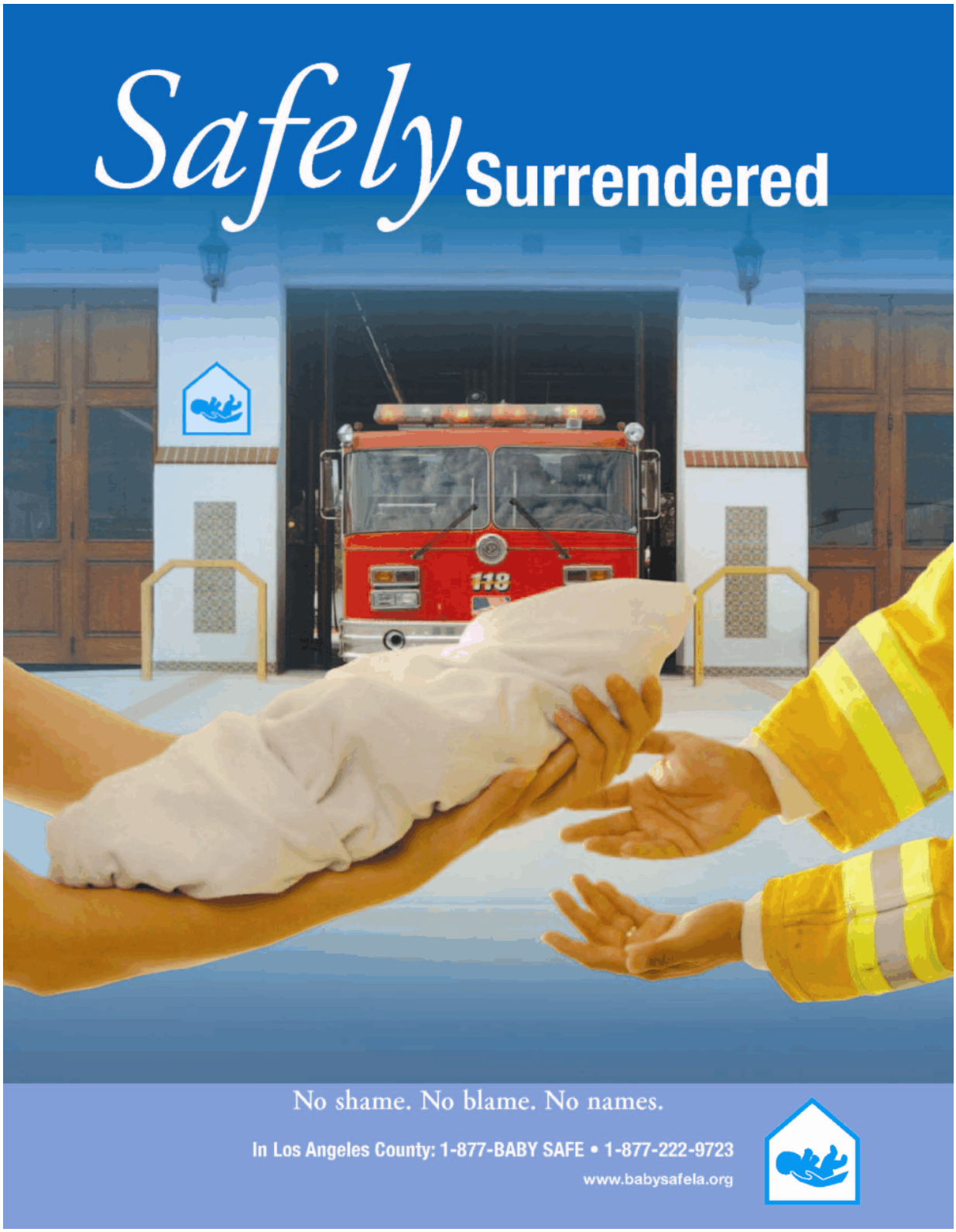
   3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

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

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

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.


Safely Surrendered
118
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

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

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

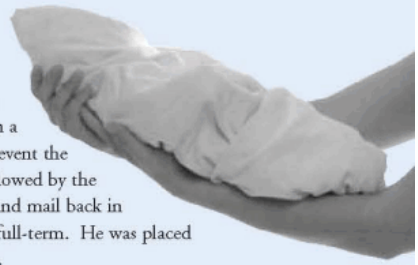
What happens to the parent or surrendering adult?

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

Why is California doing this?

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

A baby's story



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

2.201.010 Findings.
The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles. (Ord. 2007-0011 § 1, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.020 Definitions.

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

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

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

C. "Employer" means:

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

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

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

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

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

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

E. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq. of this code, entitled Contracting with Private Business. (Ord. 2007-0011 § 2, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.030 Prospective effect.

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

amendments in effect before this chapter becomes applicable. (Ord. 99-0048 § 1 (part), 1999.)
* **Editor's note:** Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

2.201.040 Payment of living wage.

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

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

C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section, above for future contracts. Any adjustments to the living wage rate specified in subsections A and B that are adopted by the board of supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments which become effective three months or more after the effective date of the ordinance that adjusts the living wage rate. (Ord. 2007-0011 § 3, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.050 Other provisions.

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

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

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

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

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

2.201.060 Employer retaliation prohibited.

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

2.201.070 Employee retention rights.

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

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

1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;

2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and

3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.

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

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

1. Has been convicted of a crime related to the job or his or her job performance; or

2. Fails to meet any other county requirement for employees of a contractor.

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

2.201.080 Enforcement and remedies.

For violation of any of the provisions of this chapter:

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

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

1. Assess liquidated damages as provided in the contract; and/or

2. Recommend to the board of supervisors the termination of the contract; and/or

3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code. (Ord. 2007-0011 § 4, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.090 Exceptions.

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

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

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

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

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

2. Has 20 or fewer employees during the contract period, including full time and part time employees; and

3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed $1,000,000.00; or

4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed $2,500,000.00.

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

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

2.201.100 Severability.

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

EXHIBIT J

Exhibit IX

COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE

MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

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

(1) Name: Contractor ☐ Subcontractor ☐

Address: (Street, City, State, Zip)

(2) Payroll No.:

(3) Work Location:

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

(5) For Month Ending:

(6) Department Name:

(7) Contract Service Description:

(8) Contract Name & Number:

(9) Contractor Health Plan Name(s):

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

(11) Employee Name, Address & Last 4 digits of SS#	(12) Work Classification	(13) Total Hours Worked Each Week of Monthly Pay Period					(14) Total Aggregate Hours	(15) Employer Paid Health Benefit Hourly Rate	(16) Gross Amount Paid (14x15)	(17) Employee Paid Health Benefit Hourly Rate	(18) Gross Amount Paid (14x17)	(19) Aggregate $ Health Benefits Paid (16+18)
		1	2	3	4	5						
1												
2												
3												
4												
5												
I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.	Total (This Page)											
Print Authorized Name:	Grand Total (All Pages)											

Authorized Signature: Date: / /

Title:

Telephone Number (include area code) ( )

Page: _____ of _____

EXHIBIT K

COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
PAYROLL STATEMENT OF COMPLIANCE

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

Do hereby state:

1. That I pay or supervise the payment of the persons employed by
_____ on the _____ ;
(Company or subcontractor Name) (Service, Building or Work Site)
that during the payroll period commencing on the _____ day of _____,and
(Calendar day of Month) (Month and Year)
ending the _____ day of _____ all persons employed on said work site
(Calendar day of Month) (Month and Year)
have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of _____
(Company Name)
from the full weekly wages earned by any person and that no deductions have been made either directly or in directly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

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

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

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

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

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

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

EXHIBIT L

COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE - PAYROLL REPORTING FORM

PAGE _____ OF _____

(1) ☐ CONTRACTOR	☐ SUBCONTRACTOR	(6) CONTRACT NO.:
(2) NAME:		(7) TYPE OF SERVICE:
(3) ADDRESS:		(8) WORK LOCATION(S):
(4) CONTACT PERSON:	(5) TELEPHONE: ( )	(9) PAYROLL PERIOD (Beginning and end dates):

(10) NAME / ADDRESS	(11) Last 4 SS #:	(14) Position Title	(15) DAY AND DATE 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	XXX	(16) Total Hours	(17) Pay Rate	(18) Gross	(19) DEDUCTIONS Medi-SS FICA	(20) Fed Tax	(21) State Tax	(22) Hlth. Ins.	(23) Other	(24) Total Deduct	(25) Net Wages
			16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31										
	(12) ☐ Full																											
	☐ Part	County																										
	(13) Health Ins.	OT																										
	☐ Yes	Other Job																										
	☐ No	OT																										

(10) NAME / ADDRESS	(11) Last 4 SS #:	(14) Position Title	(15) DAY AND DATE 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	XXX	(16) Total Hours	(17) Pay Rate	(18) Gross Pay	(19) DEDUCTIONS Medi-SS FICA	(20) Fed Tax	(21) State Tax	(22) Hlth. Ins.	(23) Other	(24) Total Deduct	(25) Net Wages
			16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31										
	(12) ☐ Full																											
	☐ Part	County																										
	(13) Health Ins.	OT																										
	☐ Yes	Other Job																										
	☐ No	OT																										

(10) NAME / ADDRESS	(11) Last 4 SS #:	(14) Position Title	(15) DAY AND DATE 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	XXX	(16) Total Hours	(17) Pay Rate	(18) Gross	(19) DEDUCTIONS Medi-SS FICA	(20) Fed Tax	(21) State Tax	(22) Hlth. Ins.	(23) Other	(24) Total Deduct	(25) Net Wages
			16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31										
	(12) ☐ Full																											
	☐ Part	County																										
	(13) Health Ins.	OT																										
	☐ Yes	Other Job																										
	☐ No	OT																										

(10) NAME / ADDRESS	(11) Last 4 SS #:	(14) Position Title	(15) DAY AND DATE 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	XXX	(16) Total Hours	(17) Pay Rate	(18) Gross	(19) DEDUCTIONS Medi-SS FICA	(20) Fed Tax	(21) State Tax	(22) Hlth. Ins.	(23) Other	(24) Total Deduct	(25) Net Wages
			16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31										
	(12) ☐ Full																											
	☐ Part	County																										
	(13) Health Ins.	OT																										
	☐ Yes	Other Job																										
	☐ No	OT																										

EXHIBIT M

CONTRACTOR ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract.)

CONTRACTOR NAME _____ Contract No._____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware. Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

Printed Name: _____

Title: _____

Signature: _____

EXHIBIT N

CHARITABLE CONTRIBUTIONS CERTIFICATION

MARIPOSA LANDSCAPES INC

Company Name

15529 ARROW HWY IRWINDALE CA 91706

Address

95-4245898

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of 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

☐ 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 Date

Name and Title of Signer (please print)

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES

AND

MARIPOSA LANDSCAPES INC.

FOR

LANDSCAPE MAINTENANCE SERVICES AT

MARTIN LUTHER KING MULTI-SERVICE AMBULATORY CARE CENTER
HUBERT H. HUMPHREY COMPREHENSIVE HEALTH CENTER

77188

CONTRACT PROVISIONS
TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
RECITALS		**1**
1.0	**APPLICABLE DOCUMENTS**	**2**
2.0	**DEFINITIONS**	**2**
3.0	**WORK**	**3**
4.0	**TERM OF CONTRACT**	**4**
5.0	**CONTRACT SUM**	**4**
6.0	**ADMINISTRATION OF CONTRACT- COUNTY**	**7**
6.1	FACILITY CEO	8
6.2	FACILITY PROJECT MANAGER/FACILITY DESIGNEE	8
6.3	FACILITY PROJECT MONITOR	8
7.0	**ADMINISTRATION OF CONTRACT - CONTRACTOR**	**7**
7.1	CONTRACTOR'S PROJECT MANAGER	8
7.2	APPROVAL OF CONTRACTOR'S STAFF	8
7.3	CONTRACTOR STAFF IDENTIFICATION	8
7.4	BACKGROUND & SECURITY INVESTIGATIONS	8
7.5	CONFIDENTIALITY	9
8.0	**STANDARD TERMS AND CONDITIONS**	
8.1	ASSIGNMENT AND DELEGATION	9
8.2	AUTHORIZATION WARRANTY	10
8.3	BUDGET REDUCTIONS	10
8.4	AMENDMENTS AND ADMINISTRATIVE AMENDMENTS	10
8.5	COMPLAINTS	11
8.6	COMPLIANCE WITH APPLICABLE LAW	12

CONTRACT PROVISIONS
TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
8.7	COMPLIANCE WITH CIVIL RIGHTS LAWS	12
8.8	COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM	13
8.9	COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM	14
8.10	CONFLICT OF INTEREST	21
8.11	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST	21
8.12	CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS	22
8.13	CONTRACTOR'S RESPONSIBILITY AND DEBARMENT	22
8.14	CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	24
8.15	COUNTY'S QUALITY ASSURANCE PLAN	24
8.16	DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS	25
8.17	EMPLOYMENT ELIGIBILITY VERIFICATION	25
8.18	FACSIMILE REPRESENTATIONS	25
8.19	FAIR LABOR STANDARDS	25
8.20	GOVERNING LAW, JURISDICTION, AND VENUE	26
8.21	INDEPENDENT CONTRACTOR STATUS	26
8.22	INDEMNIFICATION	26
8.23	GENERAL INSURANCE REQUIREMENTS	27
8.24	INSURANCE COVERAGE REQUIREMENTS	29
8.25	LIQUIDATED DAMAGES	29
8.26	MOST FAVORED PUBLIC ENTITY	30

CONTRACT PROVISIONS
TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
8.27	NONDISCRIMINATION AND AFFIRMATIVE ACTION	30
8.28	NON EXCLUSIVITY	31
8.29	NOTICE OF DELAYS	31
8.30	NOTICE OF DISPUTES	31
8.31	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	31
8.32	NOTICES	32
8.33	PROHIBITION AGAINST INDUCEMENT OR PERSUASION	32
8.34	PUBLIC RECORDS ACT	32
8.35	PUBLICITY	32
8.36	RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT	33
8.37	RECYCLED BOND PAPER	35
8.38	SAFELY SURRENDERED BABY LAW	35
8.39	SUBCONTRACTING	35
8.40	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE	36
8.41	TERMINATION FOR CONVENIENCE	36
8.42	TERMINATION FOR DEFAULT	37
8.43	TERMINATION FOR IMPROPER CONSIDERATION	38
8.44	TERMINATION FOR INSOLVENCY	39
8.45	TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE	39
8.46	TERMINATION FOR NON-APPROPRIATION OF FUNDS	39
8.47	TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM	39

CONTRACT PROVISIONS
TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
8.48	VALIDITY	40
8.49	WAIVER	40
8.50	WARRANTY AGAINST CONTINGENT FEES	41
8.51	COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)	41
8.52	LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM	41
8.53	CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE	42
8.54	FORCE MAJEURE	42
8.55	CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM	43
8.56	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN .... COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM	43

SIGNATURES 43

EXHIBITS

A	STATEMENT OF WORK
B -1	PRICE SHEET - SPECIFIC WORK RQUIREMENTS - ROUTINE SERVICES
B -2	PRICE SHEET – UNSCHEDULED WORK – SEASONAL/PERIODIC SERVICES
C	FACILITY SPECIFICATION SHEET
D	CONTRACTOR'S EEO CERTIFICATION
E	COUNTY'S ADMINISTRATION
F	CONTRACTOR'S ADMINISTRATION
G	JURY SERVICE ORDINANCE
H	SAFELY SURRENDERED BABY LAW
I	LIVING WAGE ORDINANCE
J	MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS
K	PAYROLL STATEMENT OF COMPLIANCE
L	LWO – PAYROLL REPORTING FORM
M	CONTRACTOR ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT
N	CHARITABLE CONTRIBUTIONS CERTIFICATION

Contract # _____

LANDSCAPE MAINTENANCE SERVICES AGREEMENT

This Agreement is made and entered into this 1st day of December, 2010, 09

by and between COUNTY OF LOS ANGELES (hereafter County),

and

MARIPOSA LANDSCAPES INC. (hereafter "Contractor").

RECITALS

WHEREAS, pursuant to California Health and Safety Code Sections 1441 and 1445, County has established and operates, through its Department of Health Services (hereafter "DHS"), Martin Luther King Multi-Service Ambulatory Care Center (MACC), Los Angeles, 12021 S. Wilmington Avenue, California, 90059, Hubert H. Humphrey Comprehensive Health Center, 5850 S. Main Street, Los Angeles, California, 90003 (hereafter "Facility" or "Medical Center"); and

WHEREAS, County is authorized by Los Angeles County Code Section 2.121.250 et seq. to contract with private businesses to perform personal services when it is more economical or feasible to do so; and

WHEREAS, the County has determined that it is legal, feasible and cost-effective to contract for landscape services; and

WHEREAS, Contractor is duly licensed and certified under the laws of the State of California to engage in the business of providing landscape maintenance services as described hereunder; and

WHEREAS, this Agreement is authorized by California Government Code Sections 23004 and 26227.

77188

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

1.0 APPLICABLE DOCUMENTS

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

1.1	EXHIBIT A -	Statement of Work
1.2	EXHIBIT B -1 -	Price Sheet - Specific Work Requirements - Routine Service
1.3	EXHIBIT B -2 -	Price Sheet - Unscheduled Work – Seasonal/Periodic Services
1.4	EXHIBIT C -	Facility Specification Sheet
1.5	EXHIBIT D -	Contractor's EEO Certification
1.6	EXHIBIT E -	County's Administration
1.7	EXHIBIT F -	Contractor's Administration
1.8	EXHIBIT G -	Jury Service Ordinance
1.9	EXHIBIT H -	Safely Surrendered Baby Law
1.10	EXHIBIT I -	Living Wage Ordinance
1.11	EXHIBIT J -	Monthly Certification for Applicable Health Benefit Payments
1.12	EXHIBIT K -	Payroll Statement of Compliance
1.13	EXHIBIT L -	LWO – Payroll Reporting Form
1.14	EXHIBIT M -	Contractor Acknowledgment and Confidentiality Agreement
1.15	EXHIBIT N -	Charitable Contributions Certification

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Paragraph 8.4 – Amendments and Administrative Amendments and signed by both parties.

2.0 DEFINITIONS

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

2.1 Contract/Agreement: Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.

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

2.3 Director: County's Director of Health Services, or his duly authorized designee.

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

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

2.6 Director of Health Services (Director): County's Director of Health Services, or his duly authorized designee.

2.7 Facility: Refers to County facility where services will be rendered.

2.8 Facility Chief Executive Officer (CEO): Facility's CEO or Administrator designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the Facility Project Manager.

2.9 Facility Project Manager/Facility Designee: Person designated by Facility CEO to manage the operations under this Contract. This position may also be assigned as the Facility Project Monitor.

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

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

2.12 Other Work: Work which is requested by the Facility Program Manager in writing that arises out of extraordinary incidents, such as vandalism, acts of God, and third party negligence, or of which consists of requested improvement.

2.13 Quality Control Plan: All necessary measures taken by Contractor to assure that the quality of service will meet the contract requirements regarding timeliness, accuracy, appearance, completeness, consistency, and conformity to all requirements set forth in Statement of Work, Exhibit A.

2.14 Unscheduled Work - Seasonal/Periodic Landscape Maintenance Services: Landscape maintenance services which are performed during a specified time or part of the year (e.g., winter, spring, summer, fall) or which are performed intermittently (e.g., disease control, renovation of turf, and reseeding).

2.15 Contract Discrepancy Report (CDR): A report used by Contract Monitors to record discrepancies or problems with a Contractor's performance with provision of a contract. A copy of CDR is provided to a Contractor for response and corrective action as necessary.

2.16 Quality Assurance Evaluator (QAE): County officer or employee responsible for County monitoring the contract.

3.0 WORK

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

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

4.0 TERM OF CONTRACT

4.1 The term of this Contract shall be for the period commencing on January 1, 2010, following execution by County's Board of Supervisors, and continuing through December 31, 2012, unless sooner terminated or extended, in whole or in part, as provided in this contract.

4.2 The County shall have the sole option to extend the Contract term for up to two (2) additional one-year periods and to further extend for up to six months, on a month-to-month basis, for a period of time not to exceed six (6) months, through June 30, 2015. All provisions of this Contract are in effect on the date the term commences and shall remain in effect for the duration of the extension. Completion for work performed during the extension period shall be prorated on a monthly basis where applicable, and on a daily basis for time periods of less than a month.

4.3 County will transition certain facilities from existing Contracts to this Contract between the Contract effective date and the Service Start Date. If Contractor is currently providing services to County, Contractor will continue to do so at existing Contract rates, until such Facility transitions are completed.

5.0 CONTRACT SUM

5.1 For all services hereunder, Contractor shall provide services at the rates listed in Exhibit B-1 and B-2, attached hereto, on billing forms approved by the County. The annual obligation of County for Contractor's performance of Specific Work Requirements - Routine Service shall not exceed Two Hundred Fifteen Thousand, Three Hundred Twenty-Two Dollars ($215,322). The annual obligation of County for the performance of Unscheduled Work - Seasonal/Periodic Services shall not exceed Sixty-Nine Thousand, Four Hundred Fifty-Three Dollars ($69,453). The annual cost of this Agreement shall not exceed Two Hundred Eighty-Four Thousand, Seven Hundred Seventy-Five Dollars ($284,775).

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

5.3 Reimbursement for Unscheduled Work - Seasonal/Periodic Services: Seasonal/Periodic services shall be performed as described in Exhibit A, Statement of Work, Paragraph 12.0, and in accordance with the rates listed in Exhibit B-2, Price Sheet, Unscheduled Work – Seasonal/Periodic/Other Services. Reimbursement for Seasonal/Periodic Services shall be made subsequent to receipt of a complete and correct itemized billing, as required by County, in addition to evidence of County pre-approval of services performed. The County, at its sole discretion, reserves the option to provide these services or obtain these services from another vendor. Any County funds which would have been paid to Contractor pursuant to this Agreement for any such frequency of service which is

not performed may, as determined in the sole discretion of Facility Project Manager, be used for "Unscheduled Other Work".

For Unscheduled Work - Seasonal/Periodic Services performed under this Contract, Contractor shall prepare a separate billing for Seasonal/Periodic Landscape Maintenance Services performed during the previous calendar month. Payment shall be contingent upon County inspection and approval. Billings shall be in accordance with the rates listed in Exhibit B-2 – Price Sheet, Unscheduled Work – Seasonal/Periodic/Other Services.

Contractor shall maintain copies of all estimates, invoices, receipts, and other records supporting all costs, the number of labor hours charged, and County's pre-approval of work performed. Failure to maintain records to support costs may result in the disallowance of those costs, as determined by Facility Project Manager.

5.4 Unsatisfactory Performance Deductions from the Basic Monthly Charge:
During any calendar month in which the Acceptable Quality Level is not met and Contractor's performance is deemed unsatisfactory in any of the service areas listed in Exhibit A, Statement of Work, County may, in its sole discretion, make unsatisfactory performance deductions from the Basic Monthly Charge as specified in Exhibit A, Statement of Work, Attachment C, Performance Requirements Summary Chart.

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

5.9 Invoices and Payments

5.9.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in *Exhibit A - Statement of Work* and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract.

The Contractor's payments shall be as provided in *Exhibit B-1 – Price Sheet*, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

5.9.2 The Contractor's invoices shall be priced in accordance with the rates specified in Exhibit B-1 and B-2, as applicable.

5.9.3 The Contractor's invoices shall contain the information set forth in Exhibit A - Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed. Additionally, Contractor must provide Facility Project Manager or his designee with a current list of employees including supervisors providing services at Facility with each monthly service invoice. This monthly listing should also include the total number of hours worked per employee. Contractor shall provide a more detailed listing of employees quarterly which shall include each employee's name, date of employment, date of birth, current address, phone number and the date of latest physical examination. Contractor must keep this list updated.

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

Prop A - Living Wage Program:
No invoice will be approved for payment unless the following is included:

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

5.9.5 All invoices under this Contract shall be submitted in two (2) copies to the appropriate County facility as referenced in the *Statement of Work, Exhibit A.*

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

5.9.7 **Local Small Business Enterprises** – Prompt Payment Program Certified Local SBEs (if applicable) will receive prompt payment for services they provide to the County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

5.10 Cost of Living Adjustments (COLAs):
If the County elects in its' sole determination to exercise the option years, the Contract rates amount may be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for Urban Consumers (CPI-U) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the contract anniversary date. However, any increase shall not exceed the general salary movement granted to County employees as

determined by the Chief Executive Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries; no cost of living adjustments will be granted.

Where the County decides to grant a COLA pursuant to this paragraph for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this contract) from the base upon which a COLA is calculated, unless the Contractor can show that his/her labor cost will actually increase.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

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

6.1 Facility Chief Executive Officer

Responsibilities of the Facility Chief Executive Officer include:

- ensuring that the objectives of this Contract are met;
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.
- resolving contractual or administrative matters relating to this Contract that cannot be resolved by the Facility Project Manager.

6.2 Facility Project Manager/Facility Designee

The responsibilities of the Facility Project Manager include:

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

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

6.3 Facility Project Monitor

The Facility Project Monitor is responsible for overseeing the day-to-day administration of this Contract. The Facility Project Monitor reports to the Facility Project Manager. The Facility Project Monitor on occasion may have the same duties as the Facility Project Manager.

7.0 ADMINISTRATION OF CONTRACT CONTRACTOR

7.1 Contractor's Project Manager

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

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

7.2 Approval of Contractor's Staff

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

7.3 Contractor's Staff Identification

7.3.1 Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge. Contractor staff, while on duty or when entering a County facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

7.3.2 If County requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately destroy the Contractor's staff's County photo identification badge at the time of removal from working on the Contract.

7.4 Background and Security Investigations

7.4.1 At any time prior to or during term of this Contract, the County may require that all Contractor staff performing work under this Contract undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Contract. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

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

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

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

7.5 Confidentiality

7.5.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

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

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

8.0 STANDARD TERMS AND CONDITIONS

8.1 ASSIGNMENT AND DELEGATION

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

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

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

8.2 AUTHORIZATION WARRANTY

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

8.3 BUDGET REDUCTIONS

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

8.4 AMENDMENTS AND ADMINISTRATIVE AMENDMENTS

8.4.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an amendment to this Agreement shall be prepared and executed by the Board of Supervisors and Contractor, except for the following:

8.4.1.1 Director is authorized to execute and approve at his sole discretion, Amendments due to changes in the Living Wage Ordinance.

8.4.1.2 The Director, at his/her sole discretion, is authorized to extend the contract as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions.

8.4.1.3 Director, at his/her sole discretion, is authorized to approve and execute COLAs in the option years, consistent with the Board's COLA policy, and as defined in Paragraph 5.10, Cost of Living Adjustments (COLA's).

8.4.1.4 County reserves the right to add or change the Facilities in any Facility Group County deems appropriate. County reserves the right to obtain Facility pricing or receive bids from other Contract Vendors. In the event any additions or changes are made, an Amendment shall be prepared and executed by the Director.

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

8.5 COMPLAINTS

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

Within ten (10) business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

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

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

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

8.5.4 The Contractor shall preliminarily investigate all complaints and notify the Facility Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

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

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

8.6 COMPLIANCE WITH APPLICABLE LAW

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

8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D - Contractor's EEO Certification.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program

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

8.8.2 Written Employee Jury Service Policy

8.8.2.1 Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

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

8.8.2.3 If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any

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

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

8.9 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM

8.9.1 Living Wage Program

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

8.9.2 Payment of Living Wage Rates

8.9.2.1 Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County, including, without limitation, "Travel Time" as defined below at in Paragraph 8.9.2.5:

a. Not less than $11.84 per hour if, in addition to the per-hour wage, the Contractor contributes less than $2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or

b. Not less than $9.64 per hour if, in addition to the per-hour wage, the Contractor contributes at least $2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. The Contractor will be deemed to have contributed $2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County

Department of Health Services Community Health Plan. If, at any time during the Contract, the Contractor contributes less than $2.20 per hour towards the provision of bona fide health care benefits, the Contractor shall be required to pay its Employees the higher hourly living wage rate.

8.9.2.2 For purposes of this Paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of the Contractor under the laws of California, and who is providing full-time services to the Contractor, some or all of which are provided to the County under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

8.9.2.3 If the Contractor is required to pay a living wage when the Contract commences, the Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.

8.9.2.4 If the Contractor is not required to pay a living wage when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for an exception to the Living Wage Program. In either event, the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that the Contractor continues to qualify for an exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor

shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

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

8.9.3 Contractor’s Submittal of Certified Monitoring Reports

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

8.9.4 Contractor’s Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of the Contract, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding (“claim”) concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or

unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

8.9.5 County Auditing of Contractor Records

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

8.9.6 Notifications to Employees

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

8.9.7 Enforcement and Remedies

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

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

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

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

c. Termination. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

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

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

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

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

8.9.7.3 Debarment. In the event the Contractor breaches a requirement of this sub-paragraph, the County may, in its sole discretion, bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment.

8.9.8 Use of Full-Time Employees

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

8.9.9 Contractor Retaliation Prohibited

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

8.9.10 Contractor Standards

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

8.9.11 Employee Retention Rights

8.9.11.1 The Contractor shall offer employment to all retention employees who are qualified for such jobs. A "retention employee" is an individual:

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

8.9.11.2 The Contractor is not required to hire a retention employee who:

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

8.9.12 Neutrality in Labor Relations

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

8.10 CONFLICT OF INTEREST

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

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

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

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

8.12 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

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

8.13 CONTRACTOR'S RESPONSIBILITY AND DEBARMENT

8.13.1 Responsible Contractor

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

8.13.2 Chapter 2.202 of the County Code

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

8.13.3 Non-responsible Contractor

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

8.13.4 County's Contractor Hearing Board

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

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

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

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

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

County's Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

8.13.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

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

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

8.14.2 As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the federal Social Security Act [(42 USC section 653 (a)] and California Unemployment Insurance Code section 1088.55, and shall implement all lawfully served Wage and Earnings Withholdings Orders or Child Support Services Department ("CSSD") Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure section 706.031 and Family Code section 5246 (b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

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

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.16.1 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 or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

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

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

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

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

8.18 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments and Administrative Amendments prepared pursuant to Sub-paragraph 8.4, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments and Administrative Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of “original” versions of such documents.

8.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not

limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.20 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.21 INDEPENDENT CONTRACTOR STATUS

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

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

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

8.21.4 The Contractor shall adhere to the provisions stated in Paragraph 7.5 - Confidentiality.

8.22 INDEMNIFICATION

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

8.23 GENERAL INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.23 and 8.24 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

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

L.A. County - DHS Centralized Contract Monitoring Division 5555 Ferguson Drive, Suite 210 Commerce, CA 90022	Paula McGehee, Contract Analyst Contracts and Grants Division 313 N. Figueroa St., 6th Floor E Los Angeles, CA 90012

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

- Specifically identify this Contract by Contract Number;
- Clearly evidence all coverages required in this Contract;
- Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.23.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.

8.23.3 Failure to Maintain Coverage: Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Contract upon which the County may immediately withhold payments due to Contractor, and/or terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

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

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.
- Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the Facility Project Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Contract.

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

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

- The Contractor providing evidence of insurance covering the activities of subcontractors, or

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

8.24 INSURANCE COVERAGE REQUIREMENTS

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

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

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

8.24.3 Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the Contractor is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

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

8.24.4 Contractors Pollution Liability insurance shall cover liability arising from the release, discharge, escape, dispersal or emission of pollutants, whether gradual or sudden, and include coverage for the costs and expenses associated with voluntary clean-up, testing, monitoring and treatment of pollutants in compliance with governmental mandate or requests. Motor vehicle pollution liability will be required under the Automobile Liability Insurance indicated above under paragraph 8.24.2 for removal of pollutant from work site. Contractor shall maintain limits not less than $1 million per occurrence and $2 million aggregate.

8.25 LIQUIDATED DAMAGES

8.25.1 If, in the judgment of County, the Contractor breaches the Contract requirements as specified in the *Performance Requirements Summary (PRS) Chart*, as defined in *SOW, Attachment A*, hereunder, the County will have a claim for the sum specified in the PRS, to be paid by the Contractor in accordance with the Contract as liquidated damages. The Director, or his/her designee shall notify Contractor in writing of the specific instances and areas of noncompliance and/or nonperformance and the corresponding unsatisfactory performance deductions.

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

8.26 MOST FAVORED PUBLIC ENTITY

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

8.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION

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

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

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

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

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

8.27.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.27 when so requested by the County.

8.27.7 If the County finds that any provisions of this Paragraph 8.27 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

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

8.28 NON EXCLUSIVITY

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

8.29 NOTICE OF DELAYS

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

8.30 NOTICE OF DISPUTES

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

8.31 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.32 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in *Exhibits E, County's Administration and F, Contractor's Administration*. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.33 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.34 PUBLIC RECORDS ACT

8.34.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph 8.36 Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.35 PUBLICITY

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

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

8.35.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 8.35 shall apply.

8.36 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

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

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

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

8.36.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's

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

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

8.37 RECYCLED BOND PAPER

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

8.38 SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's lace of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The fact sheet is set forth in Exhibit H of this contract and is also available on the Internet at www.babysafela.org

8.39 SUBCONTRACTING

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

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

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

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

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

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

8.39.6 The Facility Chief Executive Officer is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

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

8.39.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor.

The Contractor shall ensure delivery of all such documents to the contact persons named in Paragraph 8.23.1, Evidence of Insurance, before any subcontractor employee may perform any work hereunder.

8.40 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.14, Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement failure of Contractor to cure such default within ninety (90) calendar days or written notice shall be grounds upon which County may terminate this contract pursuant to Paragraph 8.42, Termination for Default, and purse debarment of Contractor, pursuant to County Code Chapter 2.202

8.41 TERMINATION FOR CONVENIENCE

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

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

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

8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Paragraph 8.36, Record Retention & Inspection/Audit Settlement.

8.42 TERMINATION FOR DEFAULT

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

- Contractor has materially breached this Contract;

- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.42.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.42.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.42.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.42.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Paragraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.42.4 If, after the County has given notice of termination under the provisions of this Paragraph 8.42, it is determined by the County that the Contractor was not in default under the provisions of this Paragraph 8.42, or that the default was excusable under the provisions of Paragraph 8.42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.41 - Termination for Convenience.

8.42.5 In the event the County terminates this Contract in its entirety due to the Contractor's default as provided in Paragraph 8.42.1, the Contractor and the County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the County's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Contractor and the County agree that the County shall, at its sole option and in lieu of the provisions of Paragraph 8.42.2, be entitled to liquidated damages from the Contractor, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars ($5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the County for such actual damages. This amount of liquidated damages shall be either paid by the Contractor to the County by cash payment upon demand or, at the sole discretion of the Director, or designee, deducted from any amounts due to the Contractor by the County, whether under this Contract or otherwise.

These liquidated damages shall be in addition to any credits, which the County is otherwise entitled to under this Contract, and the Contractor's payment of these liquidated damages shall not in any way change, or affect the provisions of Paragraph 8.22 - Indemnification.

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

8.43 TERMINATION FOR IMPROPER CONSIDERATION

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

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

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

8.44 TERMINATION FOR INSOLVENCY

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

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

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

8.45 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

8.46 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

8.47 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

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

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

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

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

a. 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;

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

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

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

8.48 VALIDITY

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

8.49 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 WARRANTY AGAINST CONTINGENT FEES

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

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

8.51 COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its employees to any patient medical records. Accordingly, Contractor shall instruct its employees that they are not to pursue or gain access to patient medical records for any reason whatsoever.

Notwithstanding the foregoing, the parties acknowledges that, in the course of the provision of services hereunder, Contractor or its employees may have inadvertent access to patient medical records. Contractor understands and agrees that neither it nor its employees are to take advantage of such access for any purpose whatsoever. Additionally, in the event of such inadvertent access, Contractor and its employees shall maintain the confidentiality of any information obtained and shall notify hospital supervisory personnel that such access has been gained immediately or upon the first reasonable opportunity to do so.

In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, actions, fees, costs, and expenses (including attorney and expert witness fees) arising from or connected with Contractor's or its employees' access to patient medical records. Contractor agrees to provide appropriate training to its employees regarding their obligations in this regard.

8.52 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

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

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

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

8.52.4 If the Contractor has obtained 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:

a. 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;
b. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
c. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any 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 OAAC of this information prior to responding to a solicitation or accepting a contract award.

8.53 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, Exhibit O, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the 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 or debarment proceedings or both. (County Code Chapter 2.202)

8.54 FORCE MAJEURE

8.54.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without

any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

8.54.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.

8.54.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.55 CONTRACTOR’S WARRANTY OF COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

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

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.55 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 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

/

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Director of Health Services and Contractor has caused this Contract to be executed on its behalf by its duly authorized officer, the day, month, and year first above written.

ATTEST:
SACHI HAMAI
Executive Officer
Clerk of the Board of Supervisors

By LaChelle Smitherman
Deputy

APPROVED AS TO FORM:
BY THE OFFICE OF COUNTY COUNSEL

By Mayahee 11/12/09
Principal Deputy County Counsel

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

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

By LaChelle Smitherman
Deputy

COUNTY OF LOS ANGELES

By Don Knabe
Chairman, Board of Supervisors

MARIPOSA LANDSCAPES INC.
Contractor

By
Signature

Title President
(Affix Corporate Seal)

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

26 DEC 1 2009

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

77188

EXHIBITS FOR CONTRACT FOR

LANDSCAPE MAINTENANCE SERVICES

TABLE OF CONTENTS OF EXHIBITS

EXHIBIT

A STATEMENT OF WORK

B -1 PRICE SHEET - SPECIFIC WORK RQUIREMENTS - ROUTINE SERVICES

B -2 PRICE SHEET – UNSCHEDULED WORK – SEASONAL/PERIODIC SERVICES

C FACILITY SPEIFICATION SHEET

D CONTRACTOR'S EEO CERTIFICATION

E COUNTY'S ADMINISTRATION

F CONTRACTOR'S ADMINISTRATION

G JURY SERVICE ORDINANCE

H SAFELY SURRENDERED BABY LAW

I LIVING WAGE ORDINANCE

J MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

K PAYROLL STATEMENT OF COMPLIANCE

L PAYROLL REPORTING FORM

M CONTRACTOR ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

N CHARITABLE CONTRIBUTIONS CERTIFICATION

EXHIBIT A

STATEMENT OF WORK

STATEMENT OF WORK
TABLE OF CONTENTS

SECTION		TITLE	PAGE
1.0	SCOPE OF WORK		1
2.0	DEFINITIONS		1
3.0	ADDITION/DELETION OF FACILITIES,SPECIFIC TASKS AND/OR WORK HOURS		3
4.0	QUALITY CONTROL		3
5.0	QUALITY ASSURANCE PLAN		4
6.0	RESPONSIBILTIES		6
County	6.1	Personnel	6
	6.2	Furnished Items	6
Contractor	6.3	Project Manager	7
	6.4	Personnel	7
	6.5	Uniforms/Identification Badges	8
	6.6	Materials and Equipment	9
	6.7	Training	9
	6.8	Contractor's Office	9
7.0	HOURS OF MAINTENANCE SERVICE		9
8.0	WORK SCHEDULES		10
9.0	SPECIFIC WORK REQUIREMENTS – ROUTINE SERVICE		10
	9.1	Mechanical Operations	10
	9.2	Manual Operations	13
	9.3	Damage to Shrubs, Trees, Turf or Ground Cover	20
	9.4	Plant Materials	21
10.0	UNSCHEDULED WORK – SEASONAL/PERIODIC SERVICES		22
	10.1	Aerification	23
	10.2	Disease/Insect Control	23
	10.3	Fertilization	23
	10.4	Renovation – Turf	24
	10.5	Vertical Mowing	24
	10.6	Turf Reseeding/Restoration of Bare Areas	24
	10.7	Tree Maintenance	25
	10.8	Tree Pruning	26
	10.9	Palm Tree Care	28
11.0	UNSCHEDULED OTHER WORK		29

LANDSCAPE MAINTENANCE SERVICES
STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

1.1 Contractor shall provide all landscape services under the frequencies specified herein, unless instructed otherwise on the Facility Landscape Specification Sheet in Exhibit C. Upon County's written approval, all trees at Facility shall be trimmed at the total cost identified in the Price Sheet, Attachment B in accordance with Paragraph 10.7, Tree Maintenance, and 10.8, Tree Pruning. Palm trees shall be maintained in accordance with Paragraph 10.9.

1.2 Contractor shall provide all labor, materials, supplies, and equipment, necessary for the proper performance of landscape services and tree trimming.

1.3 The landscaped area shall be maintained with a well-manicured, clean appearance, and all work shall be performed in a professional, workmanlike manner using quality equipment and materials. Contractor shall not work or perform any operations, particularly during periods of inclement weather, which may destroy or damage ground cover or turf areas.

1.4 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

1.5 The purchase of all materials, supplies, vehicles, and equipment necessary to provide the required services is the responsibility of the Contractor.

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

2.0 DEFINITIONS

In addition to the definitions contained in Paragraph 2.0 - Definitions of the Contract, following are definitions of terms that are used in this SOW.

2.1 **Bed:** An area separate from pavement and lawns in which trees, shrubs, perennials and annuals can be arranged as part of a landscape design.

2.2 **Deadhead:** To "deadhead" plants means to remove their spent flowers. For many plants, deadheading promotes more flowering on the plants for that year than would occur without such plant care. For soft plants, deadhead by hand; other times deadhead with scissors or pruners.

2.3 **Drip line:** The outermost edge of a branch spread, including the leaves. When a tree or shrub is grown without much pruning, the root spread of a tree is generally thought to equal or exceed its branch spread.

2.4 **Edging**: A crisp edge between areas of the garden. Most typically used between a lawn and a flowerbed.

2.5 **Girdling:** The restriction or destruction of the vascular system within a root, stem, or branch that causes an inhibition of the flow of water and photosynthates in the phloem.

2.6 **Pruning**: The horticultural practice of cutting away an unwanted, unnecessary, or undesirable plant part, used most often on trees, shrubs, hedges, and woody vines. Pruning is used to remove diseased or injured parts of the plant to influence vertical or lateral growth for various reasons, and to increase flowering or fruit yield. Shrubs and trees are pruned to form decorative shapes. As in other horticultural practices, the type of pruning and its timing vary and must be adapted to the specific plant and the conditions of its environment.

Types of Pruning:

Coarse pruning: Removal of deadwood greater than two inches diameter and any hazardous branches.

Medium pruning: Includes Coarse pruning, plus removal of deadwood greater than one inch diameter and specialty treatments (raising branch height, site clearance, crossing or broken branches, thinning canopy).

Fine pruning: Includes Medium pruning, plus removal of all deadwood and any water sprouts, suckers and crossing branches; inspection for health conditions. Climber should inspect to the tip of every branch. Up to 15% of canopy may be removed for light and air penetration.

Raising branches: Removal of lowest branches to a prescribed height for appropriate clearance needs. Generally 8 feet over sidewalks, 14 feet over streets, and a variety of heights for mower clearance (only if needed).

2.7 **Staking**: The securing of a tree or large shrub using rope or guy wires and wood stakes to hold it in place after planting and usually left in place for one year.

2.8 **Crowning**: A type of pruning; the selective removal of live branches to reduce crown density.

Types of Crowning:

Crown cleaning: The selective removal of one or more of the following items: dead, dying or diseased branches, weak branches and watersprouts.

Crown thinning: The selective removal of branches of increase light penetration, air movement and reduce weight.

Crown raising: The removal of the lower branches of a tree to provide clearance.

2.9 **Thinning:** The selective cutting away of individual branches to create open spaces within the plant, remove dead limbs or branches, produce symmetry and train a plant to look more natural.

2.10 **Vertical Mowing:** Vertical mowing is the use of blades, rotated in a vertical plane, that penetrate the turf and bring organic matter and soil up to the surface from a very shallow depth. Deeper vertical mowing (or verticutting) is used on lawns to physically remove the accumulated thatch. This procedure can be destructive to shallow-rooted turfgrasses, particularly during periods of stress, and can damage the site. The best time for vertical mowing is just prior to the peak growth periods. Verticutting should not be done when temperatures are forecasted to be over 85' F since the stress damage it puts on the grass plants is compounded by very warm temperatures. Deep vertical mowing can be part of a renovation program to help prepare for a seedbed. This will open up the turf considerably, allowing seed-soil contact.

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

3.1 County reserves the right to add or change the Facilities in any Facility Group County deems appropriate. County reserves the right to obtain Facility pricing or receive bids from other Contract Vendors. In the event any additions or changes are made, an Amendment shall be prepared and executed by the Director of Health Services or designee.

3.2 All changes must be made in accordance with Paragraph 8.4 Amendments and Administrative Amendments of the Contract.

4.0 QUALITY CONTROL

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

4.1 Method of monitoring to ensure that Contract requirements are being met;

4.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

5.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Agreement, Paragraph 8.15, County's Quality Assurance Plan.

5.1 Monthly Meetings

Contractor is required to attend a scheduled monthly meeting. Failure to attend will cause an assessment of fifty dollars ($50.00).

5.2 Contract Discrepancy Report (Attachment B)

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

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

5.3 County Observations

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

5.4 Performance Requirements Summary (PRS)

All listings of services used in the Performance Requirements Summary (PRS), Attachment A are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

County may use one or more of the following inspection methods to evaluate Contractor's performance:

- Sampling
- One hundred percent (100%) inspection output items on a periodic basis (daily, weekly, monthly, quarterly, semiannually, or annually) using Inspection Report (Attachment A)
- Customer complaints or public complaints

This section does not preclude the County's right to terminate the contract upon thirty (30) days written notice with or without cause, as provided in the Agreement, Paragraph 8.41, Termination for Convenience.

5.5 Unsatisfactory Performance Deductions

5.5.1 Performance of a listed service is considered acceptable when Contractor performs the tasks specified in the Statement of Work.

5.5.2 When the Facility Project Monitor determines that the performance is unacceptable, the Facility Project Monitor shall notify Contractor by phone of the discrepancy.

5.5.3 Contractor must correct the problem within the time frame directed by the Facility Project Monitor.

5.5.4 The Facility Project Monitor will perform a follow-up inspection and will evaluate Contractor's corrective action.

5.5.5 If the problem has not been corrected, the Contract Monitor will prepare a Contract Discrepancy Report (CDR), Attachment B, with a deadline for completion. Failure to respond to CDR may result in an assessment for non-compliance as set forth in this SOW.

5.5.6 Facility Project Monitor determines assessments, if any. An assessment letter will be sent to the Contractor.

5.5.7 Notwithstanding, the unacceptable performance described in Paragraph 5.5, when the Contractor's performance does not conform to the requirements of this Contract, the County will have the option to apply the following non-performance remedies:

a. Require Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

b. Reduce payment to Contractor by a computed amount based on the damage fee(s) in PRS.

c. Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.

d. Failure of the Vendor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the County, shall be credited to the County on the Contractor's future invoice.

5.5.8 This section does not preclude the County's right to terminate the contract upon ten (10) days written notice as provided for in the Contract.

6.0 RESPONSIBILITIES

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

COUNTY

6.1 Personnel

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

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

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

6.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8.4 Amendments and Administrative Amendments.

6.2 Furnished Items

6.2.1 County may provide storage facilities for Contractor's use as determined by County. In the event said facilities are provided, Contractor's use thereof shall be on only for the purpose of storing equipment and material's required for maintenance Contractor is prohibited from use of said storage facilities or any other County property for the conduct of his/her business interests that are not directly related to, or required by the contract.

6.2.2 Contractor assumes all risks of loss and damage to materials and equipment stored.

CONTRACTOR

6.3 Project Manager

6.3.1 Contractor shall provide a full-time Project Manager or designated alternate. County must have access to the Project Manager during all hours, 365 days per year. Contractor shall provide a telephone number where the Project Manager may be reached on a twenty-four (24) hour per day basis.

6.3.2 Project Manager shall act as a central point of contact with the County.

6.3.3 Project Manager shall demonstrate previous experience in the management of work requirements for commercial enterprises or public entities similar in size and complexity.

6.3.4 Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

6.3.5 Emergency service response time is expected within two (2) hours of notification by Facility Project Manager or designee, on any day, at anytime.

6.4 Personnel

6.4.1 During the time that Contractor's employees or agents are at Facility, such persons shall be subject to the facility's rules, regulations, and procedures, including, but not limited to, entry and exit procedures, emergency procedures, and appropriate contacts with patients. Contractor shall instruct such persons who are to provide services on such rules, regulations, and procedures and to maintain records of such instruction. Contractor shall take immediate corrective action upon receipt of written and/or verbal notice from County Contract Coordinator or his designee that: (1) any such employee has violated such rules or regulations, or (2) such employee's actions, while on County premises, indicate that such employee may adversely affect the delivery of health care services. In the event that County Contract Coordinator decides that the corrective action taken by Contractor is not sufficient, then Contractor, at request of Contract Coordinator shall remove or suspend such employee from the provision of services hereunder.

6.4.2 The use or possession of alcoholic beverages or illegal drugs by Contractor personnel while at Facility is strictly prohibited. Any violation shall be cause for immediate removal of the offenders by Contractor from further work at Facility.

6.4.3 Smoking is prohibited in all of County facility buildings, except in the designated areas as approved by County contract coordinator.

6.4.4 Contractor's employees may not bring any type of weapons or unlawful goods onto County facilities.

6.4.5 Landscape Personnel

6.4.5.1 Contractor shall assign a sufficient number of employees to perform the required work. **At least one employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.**

6.4.5.2 Contractor shall be required to background check their employees as set forth in Paragraph 7.4 – Background & Security Investigations, of the Contract.

6.4.6 Landscape Supervisor

6.4.6.1 Contractor shall provide a thoroughly trained Supervisor.

6.4.6.2 Supervisory coverage must be provided for each facility.

6.4.6.3 Supervisor or lead person shall be knowledgeable in all aspects of the maintenance operation and shall have access to the Contract Project manager during all hours of shift coverage, 365 days per year.

6.5 <u>Uniforms/Identification Badges:</u>

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

6.5.2 Contractor shall ensure their employees are appropriately identified as set forth in Paragraph 7.3 – Contractor's Staff Identification, of the Contract.

6.6 Materials and Equipment

The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

Unless otherwise specified in the Specification Sheet, County will provide automatic control valves, gate valves, and pumping systems if it is determined that malfunction is due to wear and tear and not damaged by the Vendor.

Complete piping replacement of the irrigation system is not required by Vendor. However, the Vendor is responsible for the repair and replacement of leaking main and lateral irrigation lines. (Unless otherwise specified in the Specification Sheet)

6.7 Training:

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

6.7.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

6.8 Contractor's Office

6.8.1 Contractor shall maintain an office at some fixed place located in the Los Angeles Metropolitan Area with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who can respond to inquires and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. The Contractor shall answer calls received by the answering service or paging device within two (2) hours of receipt of the call. Failure to respond within the two-hour time frame will be cause for assessment in accordance with the Procurement Requirements Summary (PRS).

6.8.2 The Contractor shall maintain a written log of all complaints, the date, time, and the action taken or reason for the non-action. The log of complaints shall be open to the inspection by the County's Facility Designee at all reasonable times.

7.0 HOURS OF MAINTENANCE SERVICE

7.1 Contractor shall generally provide services between the hours of 6:00 a.m. to 6:00 p.m., Monday through Friday, and 6 a.m. to 11 a.m. on Saturday, except for County observed Holidays.

7.2 Contractor may elect to provide additional coverage at no additional cost to the County. County Project Director will provide the Contractor a list of County-recognized holidays.

8.0 WORK SCHEDULES

8.1 Contractor shall submit for review and approval a detailed work schedule for each facility to the County Project Director within ten (10) days prior to starting any work said work schedules shall be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies in accordance with Exhibit C, Facility Specification Sheet. The schedules shall list the time frames by day of the week, morning, and afternoon the tasks will be performed. Additionally, for Seasonal/Periodic Services the schedule shall include an itemized cost detail for each service to be performed in accordance to the Seasonal/Periodic/Other Services Price Sheet, Exhibit B-2.

8.2 Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County Project Manager for review and approval within five (5) working days prior to scheduled time for work.

9.0 SPECIFIC WORK REQUIREMENTS – ROUTINE SERVICE

The following are specific routine tasks Contractor shall perform during the contract term:

9.1 MECHANICAL OPERATIONS

9.1.1 HAZARD REDUCTION PRUNING (HRP)

The primary objective is to reduce the danger to a specific target caused by visibly defined hazards in a tree. For example, HRP may be the primary objective if a tree had many dead limbs over a park bench, overhanging walks etc.

HRP shall be completed to maintain an eight (8) foot vertical clearance for all branches over hanging walks and fourteen (14) foot vertical clearance for branches over hanging beyond curb line into the paved section of roadways.

Contractor shall prune all plant materials where necessary to maintain safe vehicular and pedestrian visibility and clearance and to prevent or eliminate hazardous situations.

Pruning shall be completed as specified in Paragraph 10.8, Tree Pruning.

HRP services are part of routine landscape maintenance services and shall be completed at no additional cost to the County.

9.1.2 MOWING

Mowing operations shall be performed in a workmanlike manner that ensures a smooth surface appearance without scalping or allowing excessive cuttings to remain.

Turf shall be mowed with a reel-type mower equipped with rollers or a rotary-type mower.

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

Mowing height shall be appropriate to turf species and use parameters. Mowing heights may vary for special events and conditions.

Mowing operation shall be scheduled Monday through Friday unless revised by the County's Project Director.

All grass clippings shall be collected and removed from the site on the same day the area is mowed.

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

Mowing of turf at the facility shall be completed in one operation.

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

If a mowing operation cannot be completed thoroughly within the designated time frame, the Facility Project Manager shall be immediately notified through the Contractor's communication network.

Mowing – Frequency:
All turf areas shall be mowed no less than once (1) every week for a minimum total mowing frequency of 52 times per year. The Contractor may choose to provide additional mowing frequencies at no additional cost to the County.

9.1.3 EDGING

Contractor shall maintain all groundcover areas contiguous to turf areas "neatly" edged with all grass invasions eliminated.

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

All turf edges, including but not limited to sidewalks, drives, curbs, shrub beds, flower beds, groundcover beds, around tree bases, shall be edged to a neat and uniform line at all times.

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

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

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

Mechanical Edging and Frequency:
Mechanical edging shall be completed as one (1) operation in a manner that ensures a well defined edge. All walkways shall be edged with a power blade edger.

Mechanical edging of turf shall be performed 26 times per year; once (1) every other week.

Mechanical edging of groundcover shall be performed 26 times per year, once every other week.

9.1.4 HEDGE TRIMMING

Prune shrubs to encourage healthy growth habits and for shape in order to retain their natural form and proportionate size.

Restrict growth shrubbery to area behind curbs and walkways and within planter beds by trimming.

Under no circumstances shall hedge shears be used as a means of pruning. Prune all plant materials where necessary to present or eliminate hazardous conditions to vehicles or pedestrians.

All cuts shall be made sufficiently close, flush if possible, to the parent stem so that healing can readily start under normal conditions.

All limbs one and one-half inches (1 ½ “) or greater in diameter shall be undercut to prevent splitting.

Remove all dead diseased and unsightly shrubs and branches. Remove all clippings the same day that plant materials are pruned or trimmed.

Hedge Trimming – Frequency:
Formal hedge trimming; twice a month, as needed.

9.2 MANUAL OPERATIONS

9.2.1 CHEMICALS

All work involving the use of chemicals shall be in compliance with all Federal, State, and local laws and will be accomplished by a Licensed Qualified Applicator under the direction of a Licensed Pest Control Advisor. Contractor, in complying with the California Food and Agricultural Code, shall provide, to the Facility Project Manager, a copy of a valid Pest Control Operator's License and a valid Pest Control Advisor's License or a copy of said licenses from a sub-contractor thirty (30) days prior to using any and all applicable chemicals within the areas(s) to be maintained.

Contractor shall submit a listing of proposed chemicals to be used; including commercial name, application rates and type of usage to the Facility Project Manager for approval at the commencement of the contract. No work shall begin until written approval of use is obtained from the Facility Project Manager.

Chemicals shall only be applied by those persons possessing a valid California Certified Pest Control Applicator's license. Application shall be in strict accordance with all governing regulations. Respirators and appropriate protective gear will be used in the application of chemicals as required by the California Occupational Safety and Health administration (Cal-OSHA), Department of Agriculture and other regulatory agencies.

Chemical Utilization Records:
Records of all operations stating dates, times, methods of applications, chemical formulations, applicators names, and weather conditions shall be made and retained in an active file for a minimum of three (3) years.

Contractor will provide a chemical use report (site specific) with monthly billing. A copy of the Pest Control Advisor's recommendation for each application (site specific) shall be provided to monitor and applicator prior to each application. This shall be in addition to the copy of the usage summary that is provided to the Agricultural Commissioner.

Special Permits:
All chemicals requiring a special permit for use must be registered, and a permit obtained from County Agricultural Commissioner's Office. An approved copy of permit shall be submitted to Facility Project Manager five (5) days prior to intended chemical usage.

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

Chemical Application:
Contractor shall apply chemicals when air currents are still, preventing drifting onto adjacent property and preventing any toxic exposure to persons whether or not they are in or near the area of application. Contractor shall apply herbicide per manufacturer's recommendation.

Weeds treated with a contact weed chemical shall be left in place for a minimum of seven (7) days. If kill is not complete, a second application shall be applied at no additional cost to the County. Weeds treated using a systemic chemical shall be left in place per manufacturer's recommendation.

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

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

Frequency:
Chemical turf detailing around trees, turf boundaries, and various irrigation components; once every two (2) months, or as stated. Chemical application to beds, planters, walkways, medians, curb and gutter expansion joints in all hard surface areas, slopes, hillsides; once (1) each month.

Chemical Application Notification:
Contractor shall give Facility Project Manager twenty-four (24) hour notification of use of chemicals for landscape areas.

9.2.2 CULTIVATION

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

Cultivation – Frequency:
Once every two weeks; as needed.

9.2.3 FLOWER BEDS

Any and all diseased plants are to be removed from all beds and then disposed properly. Broken, damaged, or unsightly flowers or plant parts are to be removed promptly.

No contact weed control chemical may be used in flower beds after they are planted for the season. Appropriate mulches are encouraged but must be aesthetically compatible and not physically or chemically harmful.

Flower Beds – Frequency:
Thinning of flower beds; twice a month, as needed.

9.2.4 GROUND COVER

Contractor shall remove all dead, diseased, and unsightly branches, vines or other growth as they develop.

All ground cover areas shall be pruned to maintain a neat edge along planter box walls.

Any runners that start to climb building, shrubs, or trees shall be pruned out of these areas.

Ground Cover – Frequency:
Ground cover thinning; twice a month, as needed.

9.2.5 HAZARDOUS MATERIALS

Contractor shall not dispose of hazardous material(s) on site. All such materials collected must be disposed of in compliance with all applicable rules, laws, and/or regulations.

9.2.6 IRRIGATION

Water requirements by plants vary according to the season and a particular year; the Contractor shall pay extremely close attention to the demands of the plants as influenced by their exposure to sun, wind, shade, and location in the individual planters. The variation in the size of plants installed as well as the varieties shall be taken into consideration. All landscaped and turf areas shall be irrigated as required to maintain adequate growth and appearance with a schedule most conducive to plant growth.

The delivery of adequate moisture to the landscaped areas shall include, but not be limited to hand watering, operation of manual valves, proper utilization of automatic controllers, and the bleeding of valves.

Adequate soil moisture will be determined by programming the irrigation system as follows:

a. Adjusting and setting the automatic controller to establish frequency and length of watering period, and monitoring all irrigation controllers.

b. Consideration must be given to soil conditions, humidity, minimizing runoff, and the relationship of conditions, which affect day and night watering. This may include daytime watering during freezing weather to prevent icy conditions, manual operation of the irrigation system, and/or hand watering with portable sprinklers during periods of windy or inclement weather.

c. A soil probe shall be used to a depth of twelve (12) inches to determine the water penetration by random testing of the root zones.

d. Watering shall be regulated to avoid interference with any use of the roadways, pavements, walks, or areas as designated for scheduled special events.

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

f. Irrigation system will be controlled in such a way as not to cause any excessively wet or "waterlogged" areas which could interfere with the ability to mow all turf. "In lawn" trees and other planting shall be protected from over-watering and run-off drowning.

g. New turf (up through the sixth mowing) shall be watered immediately after mowing. Well established turf shall not be watered for at least four (4) hours after mowing.

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

i. Watering shall comply with applicable water restriction regulations and directives.

9.2.7 IRRIGATION SYSTEM MAINTENANCE

Contractor and Facility Program Monitor or designee will conduct an inspection of the irrigation equipment at Facility to ensure operability within sixty (60) days of service start date. Contractor will submit a written report verifying working order of each irrigation system. County may ask to have the system repaired to a satisfactory condition. Once repaired, the Contractor will be required to keep the system in working condition. This also applies to landscape sites added during the term of the contract.

If system is working, Contractor shall, at all times, maintain the system in an operational state by repairing/replacing the irrigation system consisting of automatic controllers, control valves, gate valves, risers, quick couplers, swing joints and sprinkler heads including providing small parts: solenoids, filter screens, diaphragms, gaskets, springs, screws, adjustment screws, washers, “0” rings, wring and nozzles, at no cost to the County.

After inspection with County staff, Contractor will be responsible for the irrigation system, including **lateral lines**. Contractor will maintain a comprehensive monthly system operability check shall identify malfunctions and needs for repair. County is responsible for the main lines and back flow (unless otherwise shown on Landscape Maintenance Specification Sheet).

In addition to repair and replacement, Contractor must:

a. Adjust valves and sprinkler heads.
b. Replace all risers and swing joints to the lateral lines.
c. Replace button type turf and shrub heads.
d. Replace all missing covers to valve boxes.
e. Provide caps and plugs.

Contractor shall ensure that all personnel working on the irrigation system are fully trained in all phases of landscape irrigation systems and can easily identify and isolate problems and perform the proper testing and inspection of the irrigation system and the maintenance of the sprinkler heads. This knowledge of landscape irrigation systems shall include but not be limited to the operation, maintenance, adjustment and repair of said systems and their components.

In order to ensure the operability of the irrigation system, Contractor shall sequence controller(s) to each station manually to check the function of all facets of the irrigation system weekly and report any damage, malfunctioning equipment, and/or incorrect operation to the Facility’s Program Monitor or his designee. During the testing, Contractor shall:

f. Adjust and clean sprinkler heads for correct coverage to prevent excessive runoff and/or erosion and to prevent the spread onto roadways, sidewalks, hard surface areas, and private property. (may require the removal of the sprinkler head for this function)

g. Unplug clogged heads and flush lines to free lines of rocks, and debris once every four (4) months.

h. Flush irrigation lines of grit and gravel by removing the lat head of each lateral and operating the system until those materials are expelled.

i. All system malfunctions, damage, and obstructions shall be reported to County's Project Director or his designee and corrective action taken in a timely manner, not to exceed 48 hours after notification.

j. In addition to regular testing, Contractor shall inspect and test all irrigation systems as necessary when damage is suspected, observed, or reported.

k. Contractor shall repair/replacement malfunctioning quick couplers, pumping systems, manual or automatic valves, and sprinkler heads within (1) watering cycle irrigation damage shall be repaired or replaced with same size, and quantity or substitutes approved by County's Facility Project Monitor prior to installation.

l. Contractor shall correct malfunctioning irrigation systems and equipment within two (2) hours of identification or following verbal notification.

m. Replacements for the irrigation system shall be with originally specified equipment of the same size and quality or substitutes' approved by the Facility Project Manager prior to any installation.

n. If an automatic irrigation system or a portion of a system malfunctions, the Contractor, when authorized by the County, shall be responsible for the manual manipulation of that system for a period of 30 days from the date of the authorization. If the system requires manual manipulation for a greater period, the Facility Project Manager may opt to pay the Contractor additionally to continue the manual manipulation, or the Facility Project Manager may decide to terminate the supplemental irrigation. Such work shall be considered Other Work and shall be compensated as

provided in Paragraph 10, Unscheduled Work – Seasonal/Periodic Services.

9.2.8 LITTER CONTROL

Complete policing and litter pick-up to remove paper, glass, trash, undesirable materials, siltation and other accumulated debris within the hard surfaces, and landscaped areas to be maintained including, but not limited to, walkways, between and around planted areas, drains, parking lots, steps, planters, drains and catch basins shall be accomplished to ensure a neat appearance.

Complete policing, litter pick-up, supplemental hand sweeping of parking space, gutters, and other parking spaces inaccessible to power equipment shall be accomplished to ensure a neat appearance.

Contractor shall be required to remove all trash, clippings, and any other debris which results from its maintenance services and provide for its disposal on a daily basis.

Contractor shall not use County trash bins for maintenance operations. Contractor shall not dispose of hazardous material(s) on site. All such materials collected must be disposed of in compliance with all applicable rules, laws, and/or regulations.

Litter Control – Frequency:
Litter control shall be performed twice daily Monday through Friday, and once on Saturday. First time, no later than 7:30 a.m., and a second time no later than 1:00 p.m.

9.2.9 RAKING

Accumulation of leaves shall be removed from all landscaped areas including but not limited to beds, parking lots, walkways, planters, and turf areas under trees and removed from Facility site. Use of hand held blowers will be allowed unless legal authority dictates otherwise. Facility may dictate “no blowers”.

Raking – Frequency:
Turf under trees; at each service interval.
Shrubs, beds and planters; at each service interval.

9.2.10 RODENT CONTROL

Contractor shall maintain all areas free of rodents including but not limited to gophers and ground squirrels, since they may cause damage to turf, shrubs, groundcover, trees, and irrigation systems. The rodenticide product to be used shall be recommended by a licensed Pest Control Advisor, applied by a person possessing a valid California Certified Pest Control Applicator’s license, and pre-approved by the Facility Project Manager.

9.2.11 TRASH BINS

Contractor shall collect and remove ALL clippings the same day that plant materials are pruned, raked, mowed, or trimmed. Contractor shall not use County trash bins for maintenance operations.

9.2.12 WEED CONTROL

Contractor shall eradicate weeds from turf and cultivated and non-cultivated areas. This will include per-emergent and/or post-emergent chemical applications to turf areas.

Methods for removal of weeds, turf encroachment and detailing shall incorporate one (1) or all three (3) of the following: Hand Removal, Cultivation, and Chemical Eradication.

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

Remove or control all weeds and grass from beds, planters, walkways, drainage areas, expansion joints in all hard surface areas, driveways, parking lots, patios, roadways, slopes, hillsides, bare areas, around irrigation sprinkler heads and undeveloped areas.

Weed Control – Frequency:
Walkways, beds, planters, and landscapes shall be inspected, spot treated, and weeds removed; once (1) each month.

Developed areas of the facility that have become denuded shall be maintained weed free; once (1) each month.

Designated areas of a facility that are left in a natural state so that the plant's root systems are utilized to stabilize the soil, may occasionally need to be mowed or otherwise controlled to a given height for appearance or fire suppression reasons; once (1) a month.

9.3 DAMAGE TO SHRUBS, TREES, TURF OR GROUND COVER

All damage to shrubs, trees, turf or ground cover done by Contractor employees shall be repaired or replaced within five (5) working days.

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

Shrub Damage:
Minor damage may be corrected by appropriate pruning. Major damage shall be corrected by removal of the damaged shrub and replaced to comply with the provisions in the specifications.

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

Tree Damage:
Minor damage such as bark lost from impact of mowing equipment shall be remedied by a qualified tree surgeon or arborist. If damage results in loss of tree, the damaged tree shall be removed and replaced to comply with the specified instructions of the Facility Project Monitor. All trees permanently damaged will be replaced at County's expense with the exception of those damaged or destroyed due to fault of Contractor or its employees. Replacement shall be with the identical species of tree existing previously, unless otherwise notified in writing by Facility Project Monitor or his/her designee. Size of the replacement shall be of like size not to exceed 24 inch box specimen container size. The need for replacement will be determined by Facility Project Monitor or his/her designee.

9.4 PLANT MATERIALS

Plant materials shall conform to the requirements of the landscape plan of the area and to "Horticultural Standards" of American Association of Nurserymen as to kind, size, age, etc. Plants of record and specification should be consulted to ensure correct identification of species. Plant material larger than those specified may be supplied if complying in all other respects. Substitutions may be allowed but only with prior written approval by the Facility Project Manager.

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

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

All trees shall be measured six (6) inches above the ground surface. Where caliper or other dimensions of any plant material are omitted from the Standardized Plant Name List", it shall be understood that these plant

materials shall be normal stock for the type listed, and must be sturdy enough to stand safely without staking.

All shrubs shall be guaranteed to live and remain in healthy condition for no less than 90 days from the date of planting by the Contractor.

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

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

10.0 UNSCHEDHULED WORK – SEASONAL/PERIODIC SERVICES

Following are specific seasonal/periodic tasks Contractor may perform during the contract term. County reserves the right to perform Seasonal/Periodic work itself or assign the work to another Contractor. County's Facility Project Manager shall review on an ongoing basis all unscheduled work to be performed as specified herein.

At County's request for any unscheduled services listed under this Paragraph 10, Contractor shall submit for approval a written estimate along with an action plan detailing the proposed schedule of services to be performed. The action plan shall at a minimum describe in detail task(s) to be performed, frequency of service, staff hours per frequency, and as applicable license/certificate numbers of person performing task. The action plan shall be submitted within ten (10) days of County's request for services. In any case, no unscheduled work shall be performed without County's prior written authorization.

If Facility Project Manager determines, in his sole judgment, that any frequency of service for unscheduled work is not necessary, the Facility Project Manager shall notify Contractor in writing that such particular frequency of service shall not be performed and Contractor shall not perform such frequency of service and shall have no claim whatsoever against County therefore.

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

Upon County's written authorization, all unscheduled work described herein shall commence on the date specified by Facility Project Manager and Contractor shall proceed diligently to complete such work within the time allotted.

10.1 AERIFICATION

Upon County's written approval for aerification services, Contractor shall:

a. Aerate all turf areas by using a device that removes one-half inch cores to a depth of two inches and not more than six inch spacing on center.

b. Complete turf aerification during the period of April through November. In the fall, overseed all aerified turf areas. Aerify, renovate or verticut, seed, and mulch (spread evenly over the entire area to a uniform depth of 1/4 inch) in sequence. Additionally, aerification may be required immediately after vertical (thatch removal) operation and just prior to over seeding and fertilization.

c. Remove all cores from the turf and dispose off-site or thoroughly pulverized within twenty-four (24) hours after aerating.

Aerification – Frequency:
Turf aerification may be requested one (1) time per year, beginning in the spring and completed by the fall.

10.2 DISEASE/INSECT CONTROL

It is the County's intent to maintain all landscape areas free of disease and insects that could cause damage to plant materials including but not limited to trees, shrubs, groundcover, and turf.

Notification of any disease, insects, or unusual conditions that may develop shall be reported to the Facility's Project Manager. Upon County's written approval for disease/insect control services, Contractor shall:

a. Disease: Submit an action plan that at a minimum describes in detail a disease control program to control and prevent all common diseases from causing serious damage, frequency of service, staff hours per frequency, and as applicable license/certificate numbers of person performing task. The action plan shall be submitted within ten (10) days of County's request for services. Disease control shall be achieved utilizing materials and rates recommended by an Arborist.

b. Insect: Submit an action plan that at a minimum describes in detail an insect control program to prevent all common insects from causing serious damage. Insect control shall be achieved utilizing materials and rates recommended by a licensed California Pest Control Advisor.

10.3 FERTILIZATION (Per Application)

Upon County's written approval for fertilization services, Contractor shall:

a. Apply fertilizer in sections determined by the areas covered by each irrigation system. Immediately after fertilization, thoroughly soak all areas fertilized.

b. Apply fertilizer within the tree dripline to provide healthy color. Fertilizer should be organic and granular in form without trace elements.

c. Apply fertilizer to provide a healthy color in all shrubs and groundcover. Foliar feeding may be used if applicable. Fertilizer shall be organic and granular in form without trace elements.

d. Apply not less than one (1) pound of actual available nitrogen in a balance fertilizer form for each one thousand (1,000) square feet of turf area. All fertilizer shall be inorganic and granular in form with an approximate ratio of 4-1-2.

e. Fertilize utilizing ratios and mixtures per manufacturer's recommendation.

10.4 RENOVATION - TURF

Upon County's written approval for turf renovation services, Contractor shall:

a. Renovate turf to the soil line and remove all excessive thatch. Upon completion of turf renovation, all turf areas shall be over seeded, mulched and watered.

b. Over seed area utilizing blends or mixtures per manufacturer's recommendation to maintain a good appearance.

c. Spread mulch evenly over the entire area to a uniform depth.

10.5 VERTICAL MOWING

Upon County's written approval for vertical mowing services, Contractor shall:

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

b. Avoid unnecessary or excessive injury to turf grass.

c. Sweep or rake dislodged thatch from turf areas and removed from facility site.

d. Use standard renovating or vertical mowing equipment.

10.6 TURF RESEEDING/RESTORATION OF BARE AREAS

The Facility Project Manager may require the use of sod when deemed necessary. The Contractor shall be entitled to additional compensation for the cost of the sod only provided loss of turf was not due to Contractor negligence. Upon County's written approval of services, Contractor shall:

a. Overseed areas utilizing blends or mixtures at the rate of application as required to maintain a good appearance.

b. Overseed all damaged, vandalized or bare areas to re-establish turf to an acceptable quality compatible to that of existing turf.

c. Commence overseeding no later than October 1 and be completed within three (3) weeks of commencement.

10.7 TREE MAINTENANCE

It is the County's intent to ensure that all trees are pruned and/or thinned at each Facility once during the first three years of the contract term through its own resources, by Contractor, or assign the work to another Contractor.

In any case, Contractor shall submit for approval a written estimate along with an action plan detailing the proposed schedule of tree pruning and/or thinning of all trees at Facility to be performed during the first three years of contract term. The action plan shall at a minimum describe in detail the type of tree service to be performed (i.e., Coarse pruning, fine pruning, raising branches, Crowning, thinning), a detailed cost for each type of tree service to be performed, staff hours per frequency, and as applicable license/certificate numbers of person performing task. The action plan shall be submitted within the first 90 days of contract implementation. No unscheduled work shall be performed without County's prior written authorization.

Upon County's written approval for tree maintenance services, Contractor shall:

a. Follow the International Society of Arboriculture (ISA's) Tree Pruning Guidelines, more recent ANSI A300 Pruning Standards, ANSI Z133.1 Safety Standards, and as described in Paragraph 10.8, Tree Pruning.

b. Prune and/or thin all trees at Facility once during the first three years of the contract term, unless otherwise approved by the Facility Chief Executive Officer or designee.

c. Prior to any tree maintenance, Contractor shall submit to Facility Chief Executive Officer or designee a detailed work schedule for tree services to occur during the first three years of contract term, within the first 90 days of contract implementation. Facility Chief Executive Officer may request adjustments to the schedule during the three-year term.

The work schedule shall include: 1) the time frames by day of the week, morning, and afternoon 2) a detailed description & reason for pruning to be performed, i.e., coarse, medium, fine, raising branches, crown cleaning, crown thinning, crown raising, hazard reduction, and or maintenance 3) an itemized cost detail for each task to be performed in accordance to the Seasonal/ Periodic/Other Services Price Sheet, Exhibit B-2.

Contractor shall use a Certified Arborist and/or a certified horticulturist, approved by DHS Facility, for providing direction during maintenance. Contractor shall use a skilled and experienced Tree Trimmer to perform the

various tree maintenance services described herein. Contractor will ensure that all work is performed in a safe manner as established by the California Occupational Safety and Health Administration (Cal-OSHA) and other regulatory agencies.

If Contractor recommends that a particular tree does not require service during a contract year, then Facility Project Manager may take that recommendation into consideration. However, if Facility Project Manager does not agree with Contractor's recommendation, then Contractor shall provide the tree service.

10.8 TREE PRUNING

Upon County's written approval for tree pruning services, Contractor shall prune trees with the intent of developing structurally sound trees, symmetrical in appearance with the proper vertical and horizontal clearance.

Under no circumstances shall hedge shears be used as a means of pruning trees. All dead and damaged branches and limbs shall be removed at the point of breaking.

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

All wounds to trees and shrubs one (1) inch in diameter or over shall be painted with asphaltic base tree paint immediately after pruning.

Pruning Procedures:
Rapid healing of pruning wounds is dependent upon where the cut is made when removing limbs. NEVER LEAVE SHORT STUBS. Some trees produce a corky ring of growth where a limb originates. The pruning cut shall be made toward the outside portion of the "collar". If a tree does not produce this characteristic "collar", then make the cut flush to the limb where it is growing.

a. All limbs 1 1/2" or greater in diameter shall be undercut to prevent splitting. All limbs shall be lowered to the ground using a method which prevents damage to the remaining limbs.

b. All cuts exceeding 1/2" shall be treated with an appropriate tree heal compound.

c. All equipment utilized shall be clean, sharp and expressly designed for tree pruning.

d. Only rope and saddle climbing gear without climbing spurs or spikes will be allowed for pruning live trees.

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

e. All trees shall be pruned for vertical and horizontal clearance. Such clearances are nine (9) feet for pedestrian areas and walkways and fourteen (14) feet for vehicular roadways.

f. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline. Limbs should extend alternately from the trunk on twelve (12) inches or twenty (24) four inch spacing.

g. All trees shall be thinned of smaller limbs to distribute the foliage evenly.

h. All trees shall be trimmed and shaped to provide a symmetrical appearance typical of the species.

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

j. No stubs will be permitted.

k. Contractor shall report to the Facility Project Manager all structural weaknesses such as split crotch or limbs, diseased or decayed limbs, or severe damage.

l. Contractor shall place special emphasis upon public safety during pruning operations, particularly when adjacent to roadways and pedestrian areas.

m. All trimmings and debris shall be removed and disposed of off-site at the end of day's work.

n. All trees which are downed by either natural or unnatural causes, shall be removed and disposed off-site. Where possible, stumps shall be removed to 12 inches below grade and wood chips and hole backfilled to grade.

o. In accordance with Fish and Game Code, Section 3503, the Contractor shall not "take, possess, or needlessly destroy the nest eggs of any bird, except as otherwise provided by this code or any regulation made pursuant thereto." In case of an accidental take, the Contractor shall contact the California Department of Fish and Game at (562) 590-5126.

p. All walkways, entrances and exits to buildings shall be clear of debris and accessible to wheelchair and ambulatory traffic in areas where pruning is being performed.

q. Parking lots and stalls shall not be blocked without prior arrangements with the Facility Project Manager.

Scheduled Pruning:
Pruning shall be scheduled and performed during the Fall (October through December) of each contract year.

Pruning services shall not exceed two (2) weeks. Extended periods may be allowed at the discretion of the Facility Chief Executive Officer.

Rescheduling is at the discretion of the Facility Chief Executive Officer or designee. Contractor will be notified within at least five (5) working days prior to reschedule pruning.

Staking and Tying:
Contractor shall replace missing or damaged stakes where the tree diameter is less than three (3) inches.

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

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

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

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

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

Stakes will be placed eight (8) inches from the trunk of the tree. Stakes and ties will be placed so no chafing of bark occurs.

Damaged trees shall be staked and tied within twenty-four (24) hours of identification of damage by Contractor or of County or the public's notification to Contractor. Replacement stakes or new staking shall be completed within five (5) days.

10.9 PALM TREE CARE

All palm trees located at Facility shall be maintained and kept free of dead fronds and potential falling debris at all times.

Palm trees shall not be trimmed during the bird nesting season of April 1 through June 30 unless otherwise approved by the Facility Project Manager.

11.0 UNSCHEDULED OTHER WORK

The Facility Project Manager or his designee may authorize the Contractor to perform landscape-related unscheduled other work, assuming surplus funds from Unscheduled Work - Seasonal/Periodic Services, Paragraph 10 exist, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third party negligence; or to add to, modify or refurbish existing facilities.

Prior to performing any unscheduled other work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials to complete the work. No unscheduled other work shall commence without prior written authorization by the Facility Chief Executive Officer.

When a condition exists wherein there is imminent danger of injury to the public or damage to property, Contractor shall contact County's Project Director for approval before beginning the work. A written estimate shall be sent within twenty-four (24) hours for approval. Contractor shall submit a detailed invoice to County's Project Director within five (5) working days after completion of the work.

All unscheduled other work shall commence on the established specified date. Contractor shall proceed diligently to complete said work within the time allotted. The County reserves the right to perform unscheduled work itself or assign the work to another Contractor.

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PERFORMANCE REQUIREMENTS SUMMARY(PRS) CHART

REFERENCE/REQUIRED SERVICE	STANDARD PERFORMANCE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
Contract Terms and Conditions			
Contract, 7.2 Approval of Contractor's Staff	County's approval of staff.	Inspection and Observation	$50 per occurrence
Contract, 7.4 Background and Security Investigations	Contractor's staff not passing background checks are not to work at County Facilities and shall be removed from County Facilities.	Inspection and Observation	as applicable $50 per occurrence
Contract, 8.9 Compliance with Living Wage	Contractor to be in compliance with County's Living Wage program	Inspection and Observation	$100 per occurrence; possible termination for default of contract
Contract, 8.22 General Insurance Requirements	Compliance with Contract Insurance Requirements	Receipt of current COI	$100 per occurrence; termination for default of contract
Contract, 8.39 Subcontracting	Contractor shall obtain County's written approval prior to subcontracting work. Upon written approval to subcontract, Contractor shall provide all information listed in paragraph 8.39.2, including valid licenses.	Inspection and Observation	$100 per occurrence; possible termination for default of contract
Routine Landscape Maintenance Services			
SOW, 1.6 non-interference	Contractor not interfere with the public use of the premises and conducts its operations as to offer the least possible obstruction, inconvenience, disruption to the peace and quiet of area.	Observation of Response	$50 per occurrence
SOW, 9.2 Chemicals	All work is in compliance with the terms of Paragraph 9.2 and all Federal, State, and local laws and accomplished by a Licensed Qualified Applicator. Prior to using any and all applicable chemicals, Contractor provided as appropriate, a copy of a valid Pest Control Operator's License, Pest Control Advisor's License, or any other applicable licenses.	Receipt of documentation, Observation	$100 per occurrence; possible termination for default of contract.

PERFORMANCE REQUIREMENTS SUMMARY(PRS) CHART

REFERENCE/REQUIRED SERVICE	STANDARD PERFORMANCE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
SOW, 9.1.1 Hazard Reduction Pruning	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 9.1.2 Mowing	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 9.1.3 Edging	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 9.1.4 Hedge Trimming	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 9.2.4 Ground Cover	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 9.2.5 Hazardous Materials	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 9.2.6 Irrigation	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 9.2.7 Irrigation System Maintenance	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 9.2.8 Litter Control	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 9.2.9 Raking	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 9.2.10 Rodent Control	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 9.2.11 Trash Bins	100% Completion of Required Services	Inspection and Observation	$200 per occurrence
SOW, 9.2.12 Weed Control	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 6.3 Project Manager	Provide a Project Manager accessible all hours 365 days/year. Must read, speak, and understand English.	Inspection and Observation	
SOW, 6.4 Personnel	Contractor shall assign a sufficient number of employees to perform the required work.	Inspection and Observation	$100 per occurrence
SOW, 6.5 Uniforms/I.D. badges	Contractor to ensure all employees wear approved uniforms and I.D. badges.	Inspection and Observation	$50 per occurrence
SOW, 6.7 Training	Provide Training Programs for new employees.	Provide copies of Programs upon County request	$50 per occurrence

PERFORMANCE REQUIREMENTS SUMMARY(PRS) CHART

REFERENCE/REQUIRED SERVICE	STANDARD PERFORMANCE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
SOW, 6.8 Contractor's Office/inquiries and complaints	Contractor to maintain an office in Los Angeles County. Must be staffed 8-5 M-F. When closed, must have answering service, cellular phone or pager to respond to County calls within 2 hours. Maintain a written log of all complaints, the date, time, and action taken.	Inspection and Observation.	$50 per occurrence
SOW, 8.0 Work Schedules	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
UNSCHEDULED WORK - Seasonal/Periodic Landscape Services			
SOW, 10.1 Aerification	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 10.2 Disease/Insect Control	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 10.3 Fertilization (Per Application)	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 10.4 Renovation-Turf	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 10.5 Vertical Mowing	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 10.6 Turf Reseeding	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 10.7 Tree Maintenance	100% Completion of Required Services	Inspection and Observation	$1000 per occurrence
SOW, 10.8 Tree Pruning	100% Completion of Required Services	Inspection and Observation	$500 per occurrence
SOW, 10.9 Palm Tree Care	100% Completion of Required Services	Inspection and Observation	$500 per occurrence
SOW, 11.0 Other Work	100% Completion of Required Services	Inspection and Observation	$50 per occurrence

ATTACHMENT B

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES:

Prepared: _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

_____

_____

Signature of County Representative: _____ Date: _____

Deadline for Completion: Date: _____

CONTRACTOR RESPONSE: (Cause and Corrective Action):

_____

_____

Signature of County Representative: _____ Date: _____

COUNTY EVALUATION OF CONTRACTOR RESPONSE:

_____

_____

Signature of County Representative: _____ Date: _____

COUNTY ACTIONS: _____

_____

_____

CONTRACTOR NOTIFIED OF ACTION: _____ _____

Signature of County Representative: _____ Date: _____

Signature of County Representative: _____ Date: _____

EXHIBIT B-1

DEPARTMENT OF HEALTH SERVICES

PRICE SHEET

SPECIFIC WORK REQUIREMENTS – ROUTINE LANDSCAPE SERVICES

CONTRACTOR: MARIPOSA LANDSCAPES, INC.

AGREEMENT NO._____

FACILITY GROUP C	SERVICE FREQUENCY*	TOTAL MONTHLY COST
MLK Multi-Service Ambulatory Care Center (MACC) 12021 S. Wilmington Avenue Los Angeles, CA 90059	**DAILY**	**$14,354.40**
Hubert H. Humphrey Comprehensive Health Center 5850 S. Main Street Los Angeles, CA 90003	**DAILY**	**$3,589.10**

* Contractor shall provide all landscape services under the frequencies specified in Statement of Work (SOW) at the cost described herein, unless instructed otherwise on the Facility Landscape Specification Sheet in SOW, EXHIBIT C. The monthly cost shall be all inclusive and includes but not limited to all administrative costs, labor, supervision, materials, transportation, taxes, equipment and supplies, dumping fees.

EXHIBIT B-2

DEPARTMENT OF HEALTH SERVICES

PRICE SHEET

UNSCHEDULED WORK - SEASONAL/PERIODIC/OTHER SERVICES

Facility	MLK Multi-Service Ambulatory Care Center (MACC)
Address	12021 S. Wilmington Avenue, Los Angeles CA 90059
Hours of Operation	Services to be provided between the hours of 6 a.m to 6 p.m. M-F, and 6 a.m. to 11 a.m on Saturday

I. SEASONAL/PERIODIC LANDSCAPE MAINTENANCE SERVICES

TASK		Staff Hours Per Frequency	Frequency	Total Maximum Frequency Cost	Total Maximum Cost Per Contract Year
Aerification (SOW, Paragraph 10.1		16	Twice a year	$	$2,800
Disease/Insect Control (SOW, Paragraph 10.2)		12	As needed	$	$875
Fertilization (SOW, Paragraph 10.3)		16	Twice per year	$	$2,400
Renovation-Turf (SOW, Paragraph 10.4)		90	As requested	$	$23,560
Vertical Mowing (SOW, Paragraph 10.5)		20	Annually	$	$2,100
Turf Reseeding (SOW, Paragraph 10.6)		20	As requested	$	$3,383
Rodent Control (SOW, Paragraph 9.2.10)		8	As needed	$	$420
Tree Maintenance * (SOW, Paragraph 10.12)	# of Trees				
Coarse Pruning			1x/3yrs	$	$
Medium Pruning				$	$
Fine Pruning				$	$
Raising Branches				$	$
Crown Cleaning	100	300		$11,400	$3,800
Crown Thinning	380	1,450		$55,100	$18,366.67
Crown Raising				$	$
Palm Trees (SOW 10.9)	53	200		$7,600	$2,533.33
			ANNUAL TOTAL		60,238

* All trees shall be pruned at each Facility once during the first three years of the contract term. Provide a cost for each **Tree Maintenance** task along with a description of tree(s) to be serviced and a reasoning for selection of type of pruning to be used. Pruning definitions are listed in SOW, Paragraph 2.6, 2.8, and 2.9. Divide Total Maximum Frequency Cost by 3.
All palm trees shall be maintained at each Facility. Divide Total Maximum Frequency Cost by 3.

II. UNSCHEDULED/OTHER WORK

CLASSIFICATION	HOURLY RATE (Includes Profit & Overhead)
Pest Control Operator	$45
Irrigation Specialist	$45
Landscape Maintenance Laborer	$33

EXHIBIT B-2

DEPARTMENT OF HEALTH SERVICES

PRICING SHEET

UNSCHEDULED WORK - SEASONAL/PERIODIC/OTHER SERVICES

Facility	Hubert H. Humphrey Comprehensive Health Center
Address	5850 S. Main Street, Los Angeles CA 90003
Hours of Operation	Services to be provided between the hours of 5 a.m to 1:30 p.m. M-F, and 5 a.m. to 1:30 p.m on Saturday

I. SEASONAL/PERIODIC LANDSCAPE MAINTENANCE SERVICES

TASK		Staff Hours Per Frequency	Frequency	Total Maximum Frequency Cost	Total Maximum Cost Per Contract Year
Aerification (SOW, Paragraph 10.1		10	Twice a year	$500	$1,000
Disease/Insect Control (SOW, Paragraph 10.2)		8	As needed	$425	$425
Fertilization (SOW, Paragraph 10.3)		3	Twice per year	$300	$600
Renovation-Turf (SOW, Paragraph 10.4)		24	As requested	$4,472	$4,472
Vertical Mowing (SOW, Paragraph 10.5)		8	Annually	$700	$700
Turf Reseeding (SOW, Paragraph 10.6)		20	As requested	$975	$975
Rodent Control (SOW, Paragraph 9.2.10)		2	As needed	$210	$210
Tree Maintenance * (SOW, Paragraph 10.12)	# of Trees				
Coarse Pruning			1x/3yrs	$	$
Medium Pruning				$	$
Fine Pruning				$	$
Raising Branches				$	$
Crown Cleaning	32	64		$2,500	$833.33
Crown Thinning				$	$
Crown Raising				$	$
Palm Trees (SOW 10.9)				$	$
			ANNUAL TOTAL		9,215.33

* All trees shall be pruned at each Facility once during the first three years of the contract term. Provide a cost for each **Tree Maintenance** task along with a description of tree(s) to be serviced and a reasoning for selection of type of pruning to be used. Pruning definitions are listed in SOW, Paragraph 2.6, 2.8, and 2.9. Divide Total Maximum Frequency Cost by 3.
All palm trees shall be maintained at each Facility. Divide Total Maximum Frequency Cost by 3.

II. UNSCHEDULED/OTHER WORK

CLASSIFICATION	HOURLY RATE (Includes Profit & Overhead)
Pest Control Operator	$45
Irrigation Specialist	$45
Landscape Maintenance Laborer	$33

EXHIBIT C

DEPARTMENT OF HEALTH SERVICES – COUNTY OF LOS ANGELES
LANDSCAPE MAINTENANCE SERVICES
FACILITY SPECIFICATION SHEET

Facility	MLK Multi-Service Ambulatory Care Center (MACC)
Address	12021 S. Wilmington Avenue, Los Angeles CA 90059
Hours of Operation	Services to be provided between the hours of 6 a.m to 6 p.m. M-F, and 6 a.m. to 11 a.m on Saturday

# Trees	# Palm Trees	Shrubs Y/N	Hedges Y/N	# Planters	Grass Y/N	Irrigation System Y/N
480	53	Y	Y	91	Y	Y

Reference	Routine Landscape Maintenance	Frequency
9.1.2	Mowing	Weekly
9.1.3	Edging	Once every other week
9.1.4	Hedge Trimming	Twice a month, as needed
9.2.2	Cultivation	Once every two weeks, as needed
9.2.3	Flower Beds	Twice a month, as needed
9.2.4	Ground Cover	Twice a month, as needed
9.2.7	Irrigation System Maintenance	Each visit
9.2.8	Litter Control	Twice daily 1st am, 2nd 1 pm, M-F, Once on Sat
9.2.9	Raking	Each visit
9.2.10	Rodent Control	As needed
9.2.12	Weed Control	Once each month
9.2	Chemical turf detailing around trees, turf boundaries and various irrigation components	Once every two months
9.2	Chemical application to beds, planters, walkways, medians, curb and gutter expansion joints in all hard surface areas, slopes, hillsides	Once each month
9.12	Hazard Reduction Pruning (HRP)	As needed
9.15	Interior Plants	As needed
Reference	**Unscheduled Work - Seasonal/Periodic/Other Services**	**Frequency**
10.1	Aerification	Twice a year
10.2	Disease/Insect Control	As needed
10.3	Fertilization	Twice per year
10.4	Turf Renovation	As requested
10.5	Vertical Mowing	Annually
10.6	Turf Reseeding/Restoration of Bare Areas	As requested
10.7 10.8	Tree Maintenance Tree Pruning	All trees -once in 3 year contract term
11.0	Other Work/Unscheduled Work	As requested

Describe Special Operational Requirements
- Full landscape services are required at the OASIS Building - Full landscape services are required at the Genesis Child Care Building - Planter in front of A.F. Hawkins

* **Approximate Number. Proposal included a total cost for Tree Maintenance of ALL trees at facility.**

Contract Monitor:_____

EXHIBIT C

DEPARTMENT OF HEALTH SERVICES – COUNTY OF LOS ANGELES
LANDSCAPE MAINTENANCE SERVICES
FACILITY SPECIFICATION SHEET

Facility	Hubert H. Humphrey Comprehensive Health Center
Address	5850 S. Main Street, Los Angeles CA 90003
Hours of Operation	Services to be provided between the hours of 5 a.m to 1:30 p.m. M-F, and 5 a.m. to 1:30 p.m on Saturday

# Trees	# Palm Trees	Shrubs Y/N	Hedges Y/N	# Planters	Grass Y/N	Irrigation System Y/N
32	n/a	Y	Y	33	Y	Y

Reference	Routine Landscape Maintenance	Frequency
9.1.2	Mowing	Weekly
9.1.3	Edging	Once every other week
9.1.4	Hedge Trimming	Twice a month, as needed
9.2.2	Cultivation	Once every two weeks, as needed
9.2.3	Flower Beds	Twice a month, as needed
9.2.4	Ground Cover	Twice a month, as needed
9.2.7	Irrigation System Maintenance	Each visit
9.2.8	Litter Control	Twice daily 1st 6 am, 2nd 1 pm, M-F, Once on Sat
9.2.9	Raking	Each visit
9.2.10	Rodent Control	As needed
9.2.12	Weed Control	Once each month
9.2	Chemical turf detailing around trees, turf boundaries and various irrigation components	Once every two months
9.2	Chemical application to beds, planters, walkways, medians, curb and gutter expansion joints in all hard surface areas, slopes, hillsides	Once each month
9.12	Hazard Reduction Pruning (HRP)	As needed
9.15	Interior Plants	As needed
Reference	**Unscheduled Work - Seasonal/Periodic/Other Services**	**Frequency**
10.1	Aerification	Twice a year
10.2	Disease/Insect Control	As needed
10.3	Fertilization	Twice per year
10.4	Turf Renovation	As requested
10.5	Vertical Mowing	Annually
10.6	Turf Reseeding/Restoration of Bare Areas	As requested
10.7 10.8	Tree Maintenance Tree Pruning	All trees -once in 3 year contract term
11.0	Other Work/Unscheduled Work	As requested

Describe Special Operational Requirements

* **Approximate Number. Proposal included a total cost for Tree Maintenance of ALL trees at facility.**

Contract Monitor:_____

EXHIBIT D

CONTRACTOR'S EEO CERTIFICATION

MARIPOSA LANDSCAPES INC

Company Name

15529 ARROW HWY IRWINDALE CA 91706

Address

95-4245898

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Contractor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Contractor has written policy statement prohibiting discrimination in all phases of employment.	( )	( )
2. Contractor periodically conducts a self-analysis or utilization analysis of its work force.	( )	( )
3. Contractor has a system for determining if its employment practices are discriminatory against protected groups.	( )	( )
4. When areas are identified in employment practices, Contractor has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	( )	( )

Signature

Date

TERRY NORIEGA, PRESIDENT

Name and Title of Signer (please print)

EXHIBIT E

COUNTY'S ADMINISTRATION

MARTIN LUTHER KING-MACC, HUBERT H. HUMPHREY CHC

FACILITY CEO/ADMINISTRATOR:

Name: _____

Title: _____

Address: _____

Telephone: ( ) _____

Facsimile: ( ) _____

E-Mail Address: _____

FACILITY PROJECT MANAGER/FACILITY DESIGNEE:

Name: _____

Title: _____

Address: _____

Telephone: ( ) _____

Facsimile: ( ) _____

E-Mail Address: _____

FACILITY PROJECT MONITOR:

Name: _____

Title: _____

Address: _____

Telephone: ( ) _____

Facsimile: ( ) _____

E-Mail Address: _____

EXHIBIT F

CONTRACTOR'S ADMINISTRATION

NAME OF CONTRACTOR : MARIPOSA LANDSCAPES INC

FACILITY GROUP C MARTIN LUTHER KING-MACC, HUBERT H. HUMPHREY CHC

CONTRACTOR'S PROJECT MANAGER: _____

Name: _____

Title: _____

Address: _____

Telephone: ( ) _____

Facsimile: ( ) _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S) _____

Name: _____

Title: _____

Address: _____

Telephone: ( ) _____

Facsimile: ( ) _____

E-Mail Address: _____

_____

Name: _____

Title: _____

Address: _____

Telephone: ( ) _____

Facsimile: ( ) _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following address: _____

Name: _____

Title: _____

Address: _____

Telephone: ( ) _____

Facsimile: ( ) _____

E-Mail Address: _____

EXHIBIT G

Title 2 ADMINISTRATION

Chapter 2.203.010 through 2.203.090

CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or

6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief executive officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.
This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28,2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

2.203.040 Contractor Jury Service Policy.
A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

2.203.050 Other Provisions.
A. Administration. The chief executive officer shall be responsible for the administration of this chapter. The chief executive officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

2.203.060 Enforcement and Remedies.
For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor.

2.203.070. Exceptions.
A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
   1. Has ten or fewer employees during the contract period; and,

   2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

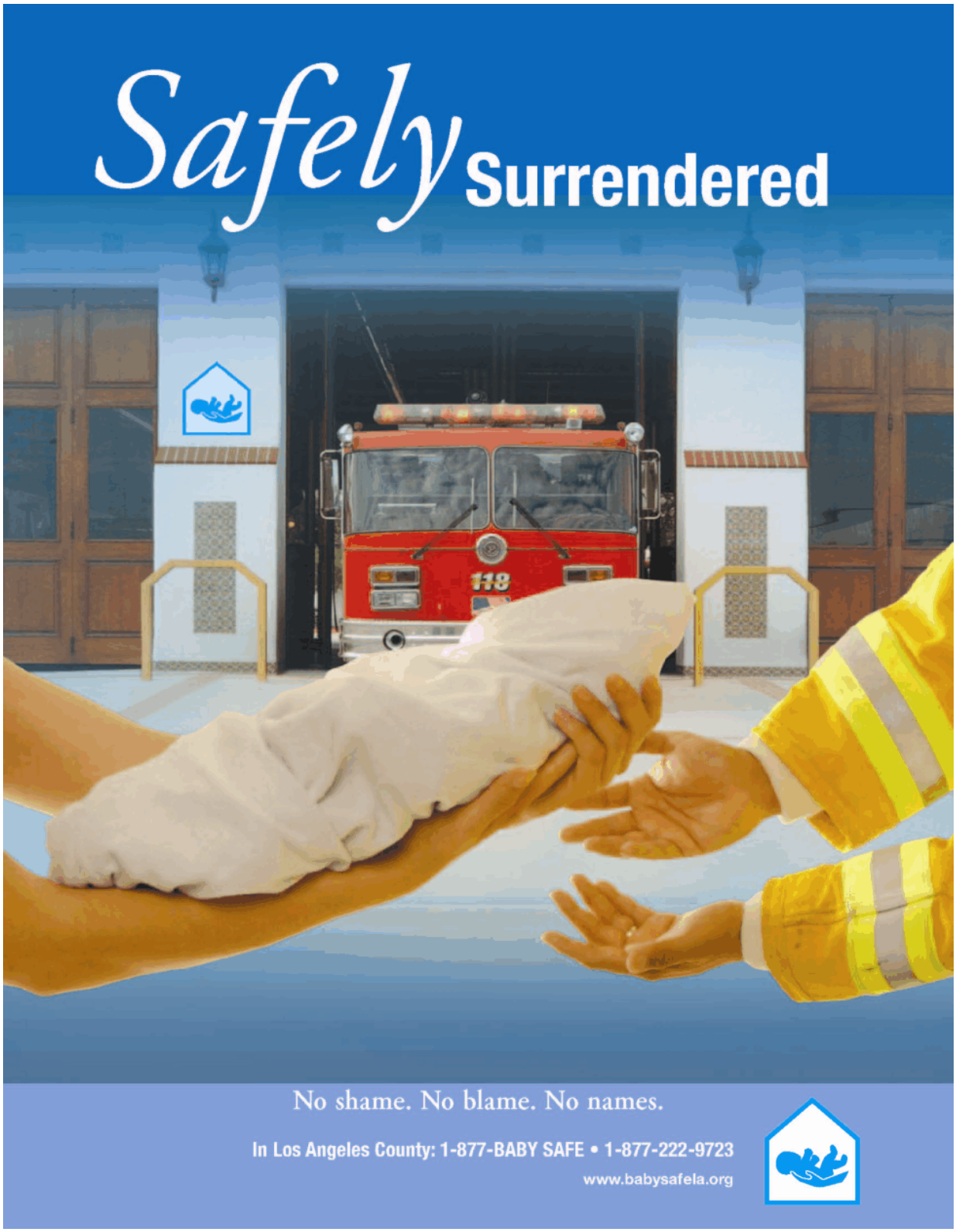
   3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

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

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

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.


Safely Surrendered
118
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

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

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

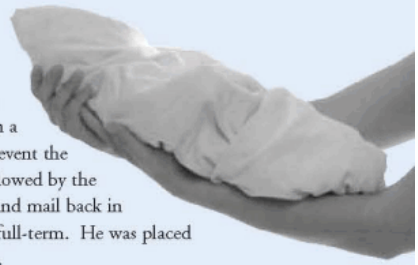
What happens to the parent or surrendering adult?

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

Why is California doing this?

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

A baby's story



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

2.201.010 Findings.
The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles. (Ord. 2007-0011 § 1, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.020 Definitions.

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

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

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

C. "Employer" means:

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

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

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

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

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

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

E. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq. of this code, entitled Contracting with Private Business. (Ord. 2007-0011 § 2, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.030 Prospective effect.

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

amendments in effect before this chapter becomes applicable. (Ord. 99-0048 § 1 (part), 1999.)
* **Editor's note:** Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

2.201.040 Payment of living wage.

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

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

C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section, above for future contracts. Any adjustments to the living wage rate specified in subsections A and B that are adopted by the board of supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments which become effective three months or more after the effective date of the ordinance that adjusts the living wage rate. (Ord. 2007-0011 § 3, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.050 Other provisions.

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

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

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

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

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

2.201.060 Employer retaliation prohibited.

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

2.201.070 Employee retention rights.

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

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

1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;

2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and

3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.

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

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

1. Has been convicted of a crime related to the job or his or her job performance; or

2. Fails to meet any other county requirement for employees of a contractor.

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

2.201.080 Enforcement and remedies.

For violation of any of the provisions of this chapter:

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

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

1. Assess liquidated damages as provided in the contract; and/or

2. Recommend to the board of supervisors the termination of the contract; and/or

3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code. (Ord. 2007-0011 § 4, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.090 Exceptions.

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

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

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

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

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

2. Has 20 or fewer employees during the contract period, including full time and part time employees; and

3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed $1,000,000.00; or

4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed $2,500,000.00.

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

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

2.201.100 Severability.

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

EXHIBIT J

Exhibit IX

COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE

MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

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

(1) Name: Contractor ☐ Subcontractor ☐

Address: (Street, City, State, Zip)

(2) Payroll No.:

(3) Work Location:

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

(5) For Month Ending:

(6) Department Name:

(7) Contract Service Description:

(8) Contract Name & Number:

(9) Contractor Health Plan Name(s):

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

(11) Employee Name, Address & Last 4 digits of SS#	(12) Work Classification	(13) Total Hours Worked Each Week of Monthly Pay Period					(14) Total Aggregate Hours	(15) Employer Paid Health Benefit Hourly Rate	(16) Gross Amount Paid (14x15)	(17) Employee Paid Health Benefit Hourly Rate	(18) Gross Amount Paid (14x17)	(19) Aggregate $ Health Benefits Paid (16+18)
		1	2	3	4	5						
1												
2												
3												
4												
5												
I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.	Total (This Page)											
Print Authorized Name:	Grand Total (All Pages)											

Authorized Signature: Date: / /

Title:

Telephone Number (include area code) ( )

Page: _____ of _____

EXHIBIT K

COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
PAYROLL STATEMENT OF COMPLIANCE

I, _____, _____
(Name of Owner or Company Representative) (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by
_____ on the _____ ;
(Company or subcontractor Name) (Service, Building or Work Site)
that during the payroll period commencing on the _____ day of _____,and
(Calendar day of Month) (Month and Year)
ending the _____ day of _____ all persons employed on said work site
(Calendar day of Month) (Month and Year)
have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of _____
(Company Name)
from the full weekly wages earned by any person and that no deductions have been made either directly or in directly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

2. That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for employees contained therein are not less than the applicable County of Los Angeles Living Wage rates contained in the contract.

3. That:
   A. WHERE FRINGE (Health) BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS

      □ In addition to the basic hourly wage rates paid to each employee listed in the above referenced payroll, payments of health benefits as required in the contract have been or will be paid to appropriate programs for the benefit of such employees.

   B. WHERE FRINGE (Health) BENEFITS ARE PAID IN CASH

      □ Each employee listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the applicable amount of the required County of Los Angeles Living Wage hourly rate as listed in the contract.

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.	
Print Name and Title	Owner or Company Representative Signature:
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD OF THREE (3) YEARS.	

EXHIBIT L

COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE - PAYROLL REPORTING FORM

PAGE _____ OF _____

(1) ☐ CONTRACTOR	☐ SUBCONTRACTOR	(6) CONTRACT NO.:
(2) NAME:		(7) TYPE OF SERVICE:
(3) ADDRESS:		(8) WORK LOCATION(S):
(4) CONTACT PERSON:	(5) TELEPHONE: ( )	(9) PAYROLL PERIOD (Beginning and end dates):

(10) NAME / ADDRESS	(11) Last 4 SS #:	(14) Position Title	(15) DAY AND DATE 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	XXX	(16) Total Hours	(17) Pay Rate	(18) Gross	(19) DEDUCTIONS Medi-SS FICA	(20) Fed Tax	(21) State Tax	(22) Hlth. Ins.	(23) Other	(24) Total Deduct	(25) Net Wages
			16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31										
	(12) ☐ Full																											
	☐ Part	County																										
	(13) Health Ins.	OT																										
	☐ Yes	Other Job																										
	☐ No	OT																										

(10) NAME / ADDRESS	(11) Last 4 SS #:	(14) Position Title	(15) DAY AND DATE 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	XXX	(16) Total Hours	(17) Pay Rate	(18) Gross Pay	(19) DEDUCTIONS Medi-SS FICA	(20) Fed Tax	(21) State Tax	(22) Hlth. Ins.	(23) Other	(24) Total Deduct	(25) Net Wages
			16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31										
	(12) ☐ Full																											
	☐ Part	County																										
	(13) Health Ins.	OT																										
	☐ Yes	Other Job																										
	☐ No	OT																										

(10) NAME / ADDRESS	(11) Last 4 SS #:	(14) Position Title	(15) DAY AND DATE 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	XXX	(16) Total Hours	(17) Pay Rate	(18) Gross	(19) DEDUCTIONS Medi-SS FICA	(20) Fed Tax	(21) State Tax	(22) Hlth. Ins.	(23) Other	(24) Total Deduct	(25) Net Wages
			16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31										
	(12) ☐ Full																											
	☐ Part	County																										
	(13) Health Ins.	OT																										
	☐ Yes	Other Job																										
	☐ No	OT																										

(10) NAME / ADDRESS	(11) Last 4 SS #:	(14) Position Title	(15) DAY AND DATE 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	XXX	(16) Total Hours	(17) Pay Rate	(18) Gross	(19) DEDUCTIONS Medi-SS FICA	(20) Fed Tax	(21) State Tax	(22) Hlth. Ins.	(23) Other	(24) Total Deduct	(25) Net Wages
			16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31										
	(12) ☐ Full																											
	☐ Part	County																										
	(13) Health Ins.	OT																										
	☐ Yes	Other Job																										
	☐ No	OT																										

EXHIBIT M

CONTRACTOR ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract.)

CONTRACTOR NAME **MARIPOSA LANDSCAPES INC** Contract No._____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgment and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware. Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

Printed Name: _____

Title: _____

Signature: _____

EXHIBIT N

CHARITABLE CONTRIBUTIONS CERTIFICATION

MARIPOSA LANDSCAPES INC

Company Name

15529 ARROW HWY IRWINDALE CA 91706

Address

95-4245898

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of 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

☐ 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 Date

Name and Title of Signer (please print)

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES

AND

AMERICAN HERITAGE LANDSCAPE LP

FOR

LANDSCAPE MAINTENANCE SERVICES AT

OLIVE VIEW/UCLA MEDICAL CENTER
MID-VALLEY COMPREHENSIVE HEALTH CENTER
SAN FERNANDO HEALTH CENTER

77189

CONTRACT PROVISIONS
TABLE OF CONTENTS

PARAGRAPH TITLE PAGE

RECITALS 1

1.0 APPLICABLE DOCUMENTS 2

2.0 DEFINITIONS 2

3.0 WORK 3

4.0 TERM OF CONTRACT 4

5.0 CONTRACT SUM 4

6.0 ADMINISTRATION OF CONTRACT- COUNTY 7

6.1 FACILITY CEO 8

6.2 FACILITY PROJECT MANAGER/FACILITY DESIGNEE 8

6.3 FACILITY PROJECT MONITOR 8

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR 7

7.1 CONTRACTOR'S PROJECT MANAGER 8

7.2 APPROVAL OF CONTRACTOR'S STAFF 8

7.3 CONTRACTOR STAFF IDENTIFICATION 8

7.4 BACKGROUND & SECURITY INVESTIGATIONS 8

7.5 CONFIDENTIALITY 9

8.0 STANDARD TERMS AND CONDITIONS

8.1 ASSIGNMENT AND DELEGATION 9

8.2 AUTHORIZATION WARRANTY 10

8.3 BUDGET REDUCTIONS 10

8.4 AMENDMENTS AND ADMINISTRATIVE AMENDMENTS 10

CONTRACT PROVISIONS
TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
8.5	COMPLAINTS	11
8.6	COMPLIANCE WITH APPLICABLE LAW	12
8.7	COMPLIANCE WITH CIVIL RIGHTS LAWS	12
8.8	COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM	13
8.9	COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM	14
8.10	CONFLICT OF INTEREST	21
8.11	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST	21
8.12	CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS	22
8.13	CONTRACTOR'S RESPONSIBILITY AND DEBARMENT	22
8.14	CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	24
8.15	COUNTY'S QUALITY ASSURANCE PLAN	24
8.16	DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS	25
8.17	EMPLOYMENT ELIGIBILITY VERIFICATION	25
8.18	FACSIMILE REPRESENTATIONS	25
8.19	FAIR LABOR STANDARDS	25
8.20	GOVERNING LAW, JURISDICTION, AND VENUE	26
8.21	INDEPENDENT CONTRACTOR STATUS	26
8.22	INDEMNIFICATION	26
8.23	GENERAL INSURANCE REQUIREMENTS	27
8.24	INSURANCE COVERAGE REQUIREMENTS	29
8.25	LIQUIDATED DAMAGES	29

CONTRACT PROVISIONS
TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
8.26	MOST FAVORED PUBLIC ENTITY	30
8.27	NONDISCRIMINATION AND AFFIRMATIVE ACTION	30
8.28	NON EXCLUSIVITY	31
8.29	NOTICE OF DELAYS	31
8.30	NOTICE OF DISPUTES	31
8.31	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	31
8.32	NOTICES	32
8.33	PROHIBITION AGAINST INDUCEMENT OR PERSUASION	32
8.34	PUBLIC RECORDS ACT	32
8.35	PUBLICITY	32
8.36	RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT	33
8.37	RECYCLED BOND PAPER	34
8.38	SAFELY SURRENDERED BABY LAW	35
8.39	SUBCONTRACTING	35
8.40	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE	36
8.41	TERMINATION FOR CONVENIENCE	36
8.42	TERMINATION FOR DEFAULT	36
8.43	TERMINATION FOR IMPROPER CONSIDERATION	38
8.44	TERMINATION FOR INSOLVENCY	39
8.45	TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE	39
8.46	TERMINATION FOR NON-APPROPRIATION OF FUNDS	39

CONTRACT PROVISIONS

TABLE OF CONTENTS

PARAGRAPH TITLE PAGE

8.47 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM 39

8.48 VALIDITY 40

8.49 WAIVER 40

8.50 WARRANTY AGAINST CONTINGENT FEES 41

8.51 COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) 41

8.52 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM 41

8.53 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE 42

8.54 FORCE MAJEURE 42

8.55 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM 43

8.56 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN .... COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM 43

SIGNATURES 44

EXHIBITS

A STATEMENT OF WORK
B -1 PRICE SHEET - SPECIFIC WORK RQUIREMENTS - ROUTINE SERVICES
B -2 PRICE SHEET – UNSCHEDULED WORK – SEASONAL/PERIODIC SERVICES
C FACILITY SPECIFICATION SHEET
D CONTRACTOR'S EEO CERTIFICATION
E COUNTY'S ADMINISTRATION
F CONTRACTOR'S ADMINISTRATION
G JURY SERVICE ORDINANCE
H SAFELY SURRENDERED BABY LAW
I LIVING WAGE ORDINANCE
J MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS
K PAYROLL STATEMENT OF COMPLIANCE
L LWO – PAYROLL REPORTING FORM
M CONTRACTOR ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT
N CHARITABLE CONTRIBUTIONS CERTIFICATION

Contract # _____

LANDSCAPE MAINTENANCE SERVICES AGREEMENT

This Agreement is made and entered into this 1st day of December, 2010, 09

by and between COUNTY OF LOS ANGELES (hereafter County"),

and

AMERICAN HERITAGE LANDSCAPE LP (hereafter "Contractor").

RECITALS

WHEREAS, pursuant to California Health and Safety Code Sections 1441 and 1445, County has established and operates, through its Department of Health Services (hereafter "DHS"), Olive View/UCLA Medical Center, 14445 Olive View Drive, Sylmar, California, 91342, Mid-Valley Comprehensive Health Center, 7515 Van Nuys Boulevard, Van Nuys, California, 91405, and San Fernando Health Center, 1212 Pico Street, San Fernando, California, 91340, (hereafter "Facility" or "Medical Center"); and

WHEREAS, County is authorized by Los Angeles County Code Section 2.121.250 et seq. to contract with private businesses to perform personal services when it is more economical or feasible to do so; and

WHEREAS, the County has determined that it is legal, feasible and cost-effective to contract for landscape services; and

WHEREAS, Contractor is duly licensed and certified under the laws of the State of California to engage in the business of providing landscape maintenance services as described hereunder; and

WHEREAS, this Agreement is authorized by California Government Code Sections 23004 and 26227.

77189

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K L, M, and N are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority:

1.1	EXHIBIT A -	Statement of Work
1.2	EXHIBIT B -1 -	Price Sheet - Specific Work Requirements - Routine Service
1.3	EXHIBIT B -2 -	Price Sheet - Unscheduled Work – Seasonal/Periodic Services
1.4	EXHIBIT C -	Facility Specification Sheet
1.5	EXHIBIT D -	Contractor's EEO Certification
1.6	EXHIBIT E -	County's Administration
1.7	EXHIBIT F -	Contractor's Administration
1.8	EXHIBIT G -	Jury Service Ordinance
1.9	EXHIBIT H -	Safely Surrendered Baby Law
1.10	EXHIBIT I -	Living Wage Ordinance
1.11	EXHIBIT J -	Monthly Certification for Applicable Health Benefit Payments
1.12	EXHIBIT K -	Payroll Statement of Compliance
1.13	EXHIBIT L -	LWO – Payroll Reporting Form
1.14	EXHIBIT M -	Contractor Acknowledgment and Confidentiality Agreement
1.15	EXHIBIT N -	Charitable Contributions Certification

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Paragraph 8.4 – Amendments and Administrative Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1 Contract/Agreement: Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.

2.2 Contractor: The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.

2.3 Director: County's Director of Health Services, or his duly authorized designee.

2.4 Contractor Project Manager: The individual designated by the Contractor to administer the Contract operations after the Contract award.

2.5 Day(s): Calendar day(s) unless otherwise specified.

2.6 Director of Health Services (Director): County's Director of Health Services, or his duly authorized designee.

2.7 Facility: Refers to County facility where services will be rendered.

2.8 Facility Chief Executive Officer (CEO): Facility's CEO or Administrator designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the Facility Project Manager.

2.9 Facility Project Manager/Facility Designee: Person designated by Facility CEO to manage the operations under this Contract. This position may also be assigned as the Facility Project Monitor.

2.10 Facility Project Monitor: Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by Contractor.

2.11 Fiscal Year: The twelve (12) month period beginning July 1st and ending the following June 30th.

2.12 Other Work: Work which is requested by the Facility Program Manager in writing that arises out of extraordinary incidents, such as vandalism, acts of God, and third party negligence, or of which consists of requested improvement.

2.13 Quality Control Plan: All necessary measures taken by Contractor to assure that the quality of service will meet the contract requirements regarding timeliness, accuracy, appearance, completeness, consistency, and conformity to all requirements set forth in Statement of Work, Exhibit A.

2.14 Unscheduled Work - Seasonal/Periodic Landscape Maintenance Services: Landscape maintenance services which are performed during a specified time or part of the year (e.g., winter, spring, summer, fall) or which are performed intermittently (e.g., disease control, renovation of turf, and reseeding).

2.15 Contract Discrepancy Report (CDR): A report used by Contract Monitors to record discrepancies or problems with a Contractor's performance with provision of a contract. A copy of CDR is provided to a Contractor for response and corrective action as necessary.

2.16 Quality Assurance Evaluator (QAE): County officer or employee responsible for County monitoring the contract.

3.0 WORK

3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.

3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

4.1 The term of this Contract shall be for the period commencing on January 1, 2010, following execution by County's Board of Supervisors, and continuing through December 31, 2012, unless sooner terminated or extended, in whole or in part, as provided in this contract.

4.2 The County shall have the sole option to extend the Contract term for up to two (2) additional one-year periods and to further extend for up to six months, on a month-to-month basis, for a period of time not to exceed six (6) months, through June 30, 2015. All provisions of this Contract are in effect on the date the term commences and shall remain in effect for the duration of the extension. Completion for work performed during the extension period shall be prorated on a monthly basis where applicable, and on a daily basis for time periods of less than a month.

4.3 County will transition certain facilities from existing Contracts to this Contract between the Contract effective date and the Service Start Date. If Contractor is currently providing services to County, Contractor will continue to do so at existing Contract rates, until such Facility transitions are completed.

5.0 CONTRACT SUM

5.1 For all services hereunder, Contractor shall provide services at the rates listed in Exhibit B-1 and B-2, attached hereto, on billing forms approved by the County. The annual obligation of County for Contractor's performance of Specific Work Requirements - Routine Service shall not exceed One Hundred Nineteen Thousand, Three Hundred Sixty-Six Dollars ($119,366). The annual obligation of County for the performance of Unscheduled Work - Seasonal/Periodic Services shall not exceed Seventy Thousand, Four Hundred Seventy Dollars ($70,470). The annual cost of this Agreement shall not exceed One Hundred Eighty-Nine Thousand, Eight Hundred Thirty-Six Dollars ($189,836).

5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

5.3 Reimbursement for Unscheduled Work - Seasonal/Periodic Services: Seasonal/Periodic services shall be performed as described in Exhibit A, Statement of Work, Paragraph 12.0, and in accordance with the rates listed in Exhibit B-2, Price Sheet, Unscheduled Work – Seasonal/Periodic/Other Services.

Reimbursement for Seasonal/Periodic Services shall be made subsequent to receipt of a complete and correct itemized billing, as required by County, in addition to evidence of County pre-approval of services performed. The County, at its sole discretion, reserves the option to provide these services or obtain these services from another vendor. Any County funds which would have been paid to

Contractor pursuant to this Agreement for any such frequency of service which is not performed may, as determined in the sole discretion of Facility Project Manager, be used for "Unscheduled Other Work".

For Unscheduled Work - Seasonal/Periodic Services performed under this Contract, Contractor shall prepare a separate billing for Seasonal/Periodic Landscape Maintenance Services performed during the previous calendar month. Payment shall be contingent upon County inspection and approval. Billings shall be in accordance with the rates listed in Exhibit B-2 – Price Sheet, Unscheduled Work – Seasonal/Periodic/Other Services.

Contractor shall maintain copies of all estimates, invoices, receipts, and other records supporting all costs, the number of labor hours charged, and County's pre-approval of work performed. Failure to maintain records to support costs may result in the disallowance of those costs, as determined by Facility Project Manager.

5.4 Unsatisfactory Performance Deductions from the Basic Monthly Charge: During any calendar month in which the Acceptable Quality Level is not met and Contractor's performance is deemed unsatisfactory in any of the service areas listed in Exhibit A, Statement of Work, County may, in its sole discretion, make unsatisfactory performance deductions from the Basic Monthly Charge as specified in Exhibit A, Statement of Work, Attachment C, Performance Requirements Summary Chart.

5.5 No Payment for Services Provided Following Expiration/Termination of Contract

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

5.9 Invoices and Payments

5.9.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in *Exhibit A - Statement of Work* and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract.

The Contractor's payments shall be as provided in *Exhibit B-1 – Price Sheet*, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

5.9.2 The Contractor's invoices shall be priced in accordance with the rates specified in Exhibit B-1 and B-2, as applicable.

5.9.3 The Contractor's invoices shall contain the information set forth in Exhibit A - Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed. Additionally, Contractor must provide Facility Project Manager or his designee with a current list of employees including supervisors providing services at Facility with each monthly service invoice. This monthly listing should also include the total number of hours worked per employee. Contractor shall provide a more detailed listing of employees quarterly which shall include each employee's name, date of employment, date of birth, current address, phone number and the date of latest physical examination. Contractor must keep this list updated.

5.9.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

Prop A - Living Wage Program:
No invoice will be approved for payment unless the following is included:

- Exhibit J - Monthly Certification for Applicable Health Benefit Payments (if applicable)
- Exhibit K - Payroll Statement of Compliance

5.9.5 All invoices under this Contract shall be submitted in two (2) copies to the appropriate County facility as referenced in the *Statement of Work, Exhibit A.*

5.9.6 **County Approval of Invoices.** All invoices submitted by the Contractor for payment must have the written approval of the Facility Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.9.7 **Local Small Business Enterprises** – Prompt Payment Program Certified Local SBEs (if applicable) will receive prompt payment for services they provide to the County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

5.10 Cost of Living Adjustments (COLAs):
If the County elects in its' sole determination to exercise the option years, the Contract rates amount may be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for Urban Consumers (CPI-U) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the contract anniversary date. However, any increase shall not exceed the general salary movement granted to County employees as

determined by the Chief Executive Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries; no cost of living adjustments will be granted.

Where the County decides to grant a COLA pursuant to this paragraph for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this contract) from the base upon which a COLA is calculated, unless the Contractor can show that his/her labor cost will actually increase.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following Paragraphs are designated in *Exhibit E*. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 Facility Chief Executive Officer

Responsibilities of the Facility Chief Executive Officer include:

- ensuring that the objectives of this Contract are met;
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.
- resolving contractual or administrative matters relating to this Contract that cannot be resolved by the Facility Project Manager.

6.2 Facility Project Manager/Facility Designee

The responsibilities of the Facility Project Manager include:

- meeting with Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.

The Facility Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.3 Facility Project Monitor

The Facility Project Monitor is responsible for overseeing the day-to-day administration of this Contract. The Facility Project Monitor reports to the Facility Project Manager. The Facility Project Monitor on occasion may have the same duties as the Facility Project Manager.

7.0 ADMINISTRATION OF CONTRACT CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 Contractor's Project Manager is designated in *Exhibit F – Contractor's Administration*. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Contract and shall coordinate with Facility Project Manager and Facility Project Monitor on a regular basis.

7.2 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager.

7.3 Contractor's Staff Identification

7.3.1 Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge. Contractor staff, while on duty or when entering a County facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

7.3.2 If County requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately destroy the Contractor's staff's County photo identification badge at the time of removal from working on the Contract.

7.4 Background and Security Investigations

7.4.1 At any time prior to or during term of this Contract, the County may require that all Contractor staff performing work under this Contract undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Contract. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

7.4.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County conducted background clearance.

7.4.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff who do not pass such investigation to the satisfaction of the County whose background or conduct is incompatible with County facility access.

7.4.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.4, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

7.5.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.5.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

7.5.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit L.

8.0 STANDARD TERMS AND CONDITIONS

8.1 ASSIGNMENT AND DELEGATION

8.1.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.1.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

8.1.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.2 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.3 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Contractor under the Contract. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. The Contractor shall continue to provide all of the services set forth in the Contract.

8.4 AMENDMENTS AND ADMINISTRATIVE AMENDMENTS

8.4.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an amendment to this Agreement shall be prepared and executed by the Board of Supervisors and Contractor, except for the following:

8.4.1.1 Director is authorized to execute and approve at his sole discretion, Amendments due to changes in the Living Wage Ordinance.

8.4.1.2 The Director, at his/her sole discretion, is authorized to extend the contract as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions.

8.4.1.3 Director, at his/her sole discretion, is authorized to approve and execute COLAs in the option years, consistent with the Board's COLA policy, and as defined in Paragraph 5.10, Cost of Living Adjustments (COLAs).

8.4.1.4 County reserves the right to add or change the Facilities in any Facility Group County deems appropriate. County reserves the right to obtain Facility pricing or receive bids from other Contract Vendors. In the event any additions or changes are made, an Amendment shall be prepared and executed by the Director.

8.4.1.5 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Director.

8.5 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

Within ten (10) business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

8.5.1 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.5.2 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days.

8.5.3 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

8.5.4 The Contractor shall preliminarily investigate all complaints and notify the Facility Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

8.5.5 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.5.6 Copies of all written responses shall be sent to the Facility Project Manager within three (3) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D - Contractor's EEO Certification.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit G and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy

8.8.2.1 Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

8.8.2.2 For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

8.8.2.3 If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any

time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

8.8.2.4 Contractor's violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM

8.9.1 Living Wage Program

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as *Exhibit I* and incorporated by reference into and made a part of this Contract.

8.9.2 Payment of Living Wage Rates

8.9.2.1 Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County, including, without limitation, "Travel Time" as defined below at in Paragraph 8.9.2.5:

a. Not less than $11.84 per hour if, in addition to the per-hour wage, the Contractor contributes less than $2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or

b. Not less than $9.64 per hour if, in addition to the per-hour wage, the Contractor contributes at least $2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. The Contractor will be deemed to have contributed $2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County

Department of Health Services Community Health Plan. If, at any time during the Contract, the Contractor contributes less than $2.20 per hour towards the provision of bona fide health care benefits, the Contractor shall be required to pay its Employees the higher hourly living wage rate.

8.9.2.2 For purposes of this Paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of the Contractor under the laws of California, and who is providing full-time services to the Contractor, some or all of which are provided to the County under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

8.9.2.3 If the Contractor is required to pay a living wage when the Contract commences, the Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.

8.9.2.4 If the Contractor is not required to pay a living wage when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for an exception to the Living Wage Program. In either event, the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that the Contractor continues to qualify for an exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor

shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

8.9.2.5 For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time.

8.9.3 Contractor's Submittal of Certified Monitoring Reports

The Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of the Contractor's current health care benefits plan, and the Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County (*Exhibit J and Exhibit K*), or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

8.9.4 Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of the Contract, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or

unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

8.9.5 County Auditing of Contractor Records

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

8.9.6 Notifications to Employees

The Contractor shall place County-provided living wage posters at each of the Contractor's places of business and locations where the Contractor's Employees are working. The Contractor shall also distribute County-provided notices to each of its Employees at least once per year. The Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

8.9.7 Enforcement and Remedies

If the Contractor fails to comply with the requirements of this sub-paragraph, the County shall have the rights and remedies described in this sub-paragraph in addition to any rights and remedies provided by law or equity.

8.9.7.1 Remedies For Submission of Late or Incomplete Certified Monitoring Reports. If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

a. Withholding of Payment. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until the Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of $100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

c. Termination. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

8.9.7.2 Remedies for Payment of Less Than the Required Living Wage. If the Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

a. Withholding Payment. If the Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its Employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of $50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

c. Termination. The Contractor's continued failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

8.9.7.3 Debarment. In the event the Contractor breaches a requirement of this sub-paragraph, the County may, in its sole discretion, bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment.

8.9.8 Use of Full-Time Employees

The Contractor shall assign and use full-time Employees of the Contractor to provide services under the Contract unless the Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time Employees based on staffing efficiency or County requirements for the work to be performed under the Contract. It is understood and agreed that the Contractor shall not, under any circumstance, use non-full-time Employees for services provided under the Contract unless and until the County has provided written authorization for the use of same. The Contractor submitted with its proposal a full-time Employee staffing plan. If the Contractor changes its full-time Employee staffing plan, the Contractor shall immediately provide a copy of the new staffing plan to the County.

8.9.9 Contractor Retaliation Prohibited

The Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this sub-paragraph may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

8.9.10 Contractor Standards

During the term of the Contract, the Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the County, the Contractor shall demonstrate to the satisfaction of the County that the Contractor is complying with this requirement.

8.9.11 Employee Retention Rights

8.9.11.1 The Contractor shall offer employment to all retention employees who are qualified for such jobs. A "retention employee" is an individual:

a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and
b. Who has been employed by a Contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six months prior to the date of this new Contract, which predecessor contract was terminated by the County prior to its expiration; and
c. Who is or will be terminated from his or her employment as a result of the County entering into this new contract.

8.9.11.2 The Contractor is not required to hire a retention employee who:

a. Has been convicted of a crime related to the job or his or her performance; or
b. Fails to meet any other County requirement for employees of a Contractor.
c. The Contractor shall not terminate a retention employee for the first 90 days of employment under the contract, except for cause. Thereafter, the Contractor may retain a retention employee on the same terms and conditions as the Contractor's other employees.

8.9.12 Neutrality in Labor Relations

The Contractor shall not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

8.10 CONFLICT OF INTEREST

8.10.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.10.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Contract.

8.11 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give **first consideration** for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.12 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.13 CONTRACTOR'S RESPONSIBILITY AND DEBARMENT

8.13.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

8.13.2 Chapter 2.202 of the County Code

The Proposer is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

8.13.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.13.4 County's Contractor Hearing Board

If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the County's Contractor Hearing Board.

The County's Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the County's Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the County's Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the County's Contractor Hearing Board.

If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

The County's Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the County's Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the County's Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This

hearing shall be conducted and the request for review decided by the County's Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The County's Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The County's Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the County's Contractor Hearing Board.

8.13.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.14.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

8.14.2 As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the federal Social Security Act [(42 USC section 653 (a)] and California Unemployment Insurance Code section 1088.55, and shall implement all lawfully served Wage and Earnings Withholdings Orders or Child Support Services Department ("CSSD") Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure section 706.031 and Family Code section 5246 (b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.16.1 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 or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments and Administrative Amendments prepared pursuant to Sub-paragraph 8.4, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments and Administrative Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of “original” versions of such documents.

8.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the

Contractor's employees for which the County may be found jointly or solely liable.

8.20 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.21 INDEPENDENT CONTRACTOR STATUS

8.21.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.21.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.21.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.21.4 The Contractor shall adhere to the provisions stated in Paragraph 7.5 - Confidentiality.

8.22 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

8.23 GENERAL INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.23 and 8.24 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.23.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to:

L.A. County - DHS Centralized Contract Monitoring Division 5555 Ferguson Drive, Suite 210 Commerce, CA 90022	Paula McGehee, Contract Analyst Contracts and Grants Division 313 N. Figueroa St., 6th Floor E Los Angeles, CA 90012

Prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract by Contract Number;
- Clearly evidence all coverages required in this Contract;
- Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.23.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.

8.23.3 Failure to Maintain Coverage: Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Contract upon which the County may immediately withhold payments due to Contractor, and/or terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

8.23.4 Notification of Incidents, Claims or Suits: Contractor shall report to the County:

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.
- Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the Facility Project Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Contract.

8.23.5 Compensation for County Costs: In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

8.23.6 Insurance Coverage Requirements for Subcontractors: The Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- The Contractor providing evidence of insurance covering the activities of subcontractors, or

- The Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

8.24 INSURANCE COVERAGE REQUIREMENTS

8.24.1 General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	$4 million
Products/Completed Operations Aggregate:	$1 million
Personal and Advertising Injury:	$1 million
Each Occurrence:	$2 million

8.24.2 Automobile Liability written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than $1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

8.24.3 Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the Contractor is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	$1 million
Disease - policy limit:	$1 million
Disease - each employee:	$1 million

8.24.4 Contractors Pollution Liability insurance shall cover liability arising from the release, discharge, escape, dispersal or emission of pollutants, whether gradual or sudden, and include coverage for the costs and expenses associated with voluntary clean-up, testing, monitoring and treatment of pollutants in compliance with governmental mandate or requests. Motor vehicle pollution liability will be required under the Automobile Liability Insurance indicated above under paragraph 8.24.2 for removal of pollutant from work site. Contractor shall maintain limits not less than $1 million per occurrence and $2 million aggregate.

8.25 LIQUIDATED DAMAGES

8.25.1 If, in the judgment of County, the Contractor breaches the Contract requirements as specified in the *Performance Requirements Summary (PRS) Chart*, as defined in *SOW, Attachment A*, hereunder, the County will have a claim for the sum specified in the PRS, to be paid by the Contractor in accordance with the Contract as liquidated damages. The Director, or his/her designee shall notify Contractor in writing of the specific instances and areas of noncompliance and/or nonperformance and the corresponding unsatisfactory performance deductions.

8.25.2 This Paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.26 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.27.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.27.2 The Contractor shall certify to, and comply with, the provisions of *Exhibit D* - Contractor's EEO Certification.

8.27.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.27.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.

8.27.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.27.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.27 when so requested by the County.

8.27.7 If the County finds that any provisions of this Paragraph 8.27 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.27.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.28 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict the Department of Health Services from acquiring similar, equal or like goods and/or services from other entities or sources.

8.29 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.30 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the Facility Project Manager any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the Facility Project Manager is not able to resolve the dispute, the Facility CEO, or designee shall resolve it.

8.31 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.32 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in *Exhibits E, County's Administration and F, Contractor's Administration*. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.33 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.34 PUBLIC RECORDS ACT

8.34.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph 8.36 Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.34.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.35 PUBLICITY

8.35.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

8.35.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 8.35 shall apply.

8.36 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, canceled checks or other proof of payment, timecards, sign-in/out sheets, and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.36.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.36.2 Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 8.36 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.36.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's

dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.36.4 In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this subparagraph relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

8.37 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.38 SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's lace of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The fact sheet is set forth in Exhibit H of this contract and is also available on the Internet at www.babysafela.org

8.39 SUBCONTRACTING

8.39.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.39.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.39.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

8.39.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.39.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.

8.39.6 The Facility Chief Executive Officer is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

8.39.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.39.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor.

The Contractor shall ensure delivery of all such documents to the contact persons named in Paragraph 8.23.1, Evidence of Insurance, before any subcontractor employee may perform any work hereunder.

8.40 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.14, Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement failure of Contractor to cure such default within ninety (90) calendar days or written notice shall be grounds upon which County may terminate this contract pursuant to Paragraph 8.42, Termination for Default, and purse debarment of Contractor, pursuant to County Code Chapter 2.202

8.41 TERMINATION FOR CONVENIENCE

8.41.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.41.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Paragraph 8.36, Record Retention & Inspection/Audit Settlement.

8.42 TERMINATION FOR DEFAULT

8.42.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of the County's Project Director:

- Contractor has materially breached this Contract;

- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.42.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.42.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.42.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.42.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Paragraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.42.4 If, after the County has given notice of termination under the provisions of this Paragraph 8.42, it is determined by the County that the Contractor was not in default under the provisions of this Paragraph 8.42, or that the default was excusable under the provisions of Paragraph 8.42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.41 - Termination for Convenience.

8.42.5 In the event the County terminates this Contract in its entirety due to the Contractor's default as provided in Paragraph 8.42.1, the Contractor and the County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the County's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Contractor and the County agree that the County shall, at its sole option and in lieu of the provisions of Paragraph 8.42.2, be entitled to liquidated damages from the Contractor, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars ($5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the County for such actual damages. This amount of liquidated damages shall be either paid by the Contractor to the County by cash payment upon demand or, at the sole discretion of the Director, or designee, deducted from any amounts due to the Contractor by the County, whether under this Contract or otherwise.

These liquidated damages shall be in addition to any credits, which the County is otherwise entitled to under this Contract, and the Contractor's payment of these liquidated damages shall not in any way change, or affect the provisions of Paragraph 8.22 - Indemnification.

8.42.6 The rights and remedies of the County provided in this Paragraph 8.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.43 TERMINATION FOR IMPROPER CONSIDERATION

8.43.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.43.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the Facility CEO charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.43.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.44 TERMINATION FOR INSOLVENCY

8.44.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.44.2 The rights and remedies of the County provided in this Paragraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.45 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.46 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.47 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

8.47.1 This Contract is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

8.47.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

8.47.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

8.47.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

a. 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;
b. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
c. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

8.48 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.49 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 WARRANTY AGAINST CONTINGENT FEES

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.51 COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its employees to any patient medical records. Accordingly, Contractor shall instruct its employees that they are not to pursue or gain access to patient medical records for any reason whatsoever.

Notwithstanding the foregoing, the parties acknowledges that, in the course of the provision of services hereunder, Contractor or its employees may have inadvertent access to patient medical records. Contractor understands and agrees that neither it nor its employees are to take advantage of such access for any purpose whatsoever. Additionally, in the event of such inadvertent access, Contractor and its employees shall maintain the confidentiality of any information obtained and shall notify hospital supervisory personnel that such access has been gained immediately or upon the first reasonable opportunity to do so.

In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, actions, fees, costs, and expenses (including attorney and expert witness fees) arising from or connected with Contractor's or its employees' access to patient medical records. Contractor agrees to provide appropriate training to its employees regarding their obligations in this regard.

8.52 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

8.52.1 This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

8.52.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

8.52.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

8.52.4 If the Contractor has obtained 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:

a. 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;
b. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
c. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any 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 OAAC of this information prior to responding to a solicitation or accepting a contract award.

8.53 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, Exhibit O, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the 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 or debarment proceedings or both. (County Code Chapter 2.202)

8.54 FORCE MAJEURE

8.54.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without

any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

8.54.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.

8.54.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.55 **CONTRACTOR’S WARRANTY OF COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract(s) are current in paying their property tax obligations (secured or unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.56 **TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.55 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 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Director of Health Services and Contractor has caused this Contract to be executed on its behalf by its duly authorized officer, the day, month, and year first above written.

ATTEST:
SACHI HAMAI
Executive Officer
Clerk of the Board of Supervisors

By LaChelle Smitherman
Deputy

COUNTY OF LOS ANGELES

By Don Knabe
Chairman, Board of Supervisors

APPROVED AS TO FORM:
BY THE OFFICE OF COUNTY COUNSEL

By Maryanne IVD109
Principal Deputy County Counsel

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By LaChelle Smitherman
Deputy

AMERICAN HERITAGE LANDSCAPE LP
Contractor

By
Signature

Title CFO
(Affix Corporate Seal)

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

26 DEC 1 2009

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

77189

EXHIBITS FOR CONTRACT FOR

LANDSCAPE MAINTENANCE SERVICES

TABLE OF CONTENTS OF EXHIBITS

EXHIBIT

A STATEMENT OF WORK

B -1 PRICE SHEET - SPECIFIC WORK RQUIREMENTS - ROUTINE SERVICES

B -2 PRICE SHEET – UNSCHEDULED WORK – SEASONAL/PERIODIC SERVICES

C FACILITY SPEIFICATION SHEET

D CONTRACTOR'S EEO CERTIFICATION

E COUNTY'S ADMINISTRATION

F CONTRACTOR'S ADMINISTRATION

G JURY SERVICE ORDINANCE

H SAFELY SURRENDERED BABY LAW

I LIVING WAGE ORDINANCE

J MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

K PAYROLL STATEMENT OF COMPLIANCE

L PAYROLL REPORTING FORM

M CONTRACTOR ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

N CHARITABLE CONTRIBUTIONS CERTIFICATION

EXHIBIT A

STATEMENT OF WORK

STATEMENT OF WORK
TABLE OF CONTENTS

SECTION		TITLE	PAGE
1.0	SCOPE OF WORK		1
2.0	DEFINITIONS		1
3.0	ADDITION/DELETION OF FACILITIES,SPECIFIC TASKS AND/OR WORK HOURS		3
4.0	QUALITY CONTROL		3
5.0	QUALITY ASSURANCE PLAN		4
6.0	RESPONSIBILTIES		6
County	6.1	Personnel	6
	6.2	Furnished Items	6
Contractor	6.3	Project Manager	7
	6.4	Personnel	7
	6.5	Uniforms/Identification Badges	8
	6.6	Materials and Equipment	9
	6.7	Training	9
	6.8	Contractor's Office	9
7.0	HOURS OF MAINTENANCE SERVICE		9
8.0	WORK SCHEDULES		10
9.0	SPECIFIC WORK REQUIREMENTS – ROUTINE SERVICE		10
	9.1	Mechanical Operations	10
	9.2	Manual Operations	13
	9.3	Damage to Shrubs, Trees, Turf or Ground Cover	20
	9.4	Plant Materials	21
10.0	UNSCHEDULED WORK – SEASONAL/PERIODIC SERVICES		22
	10.1	Aerification	23
	10.2	Disease/Insect Control	23
	10.3	Fertilization	23
	10.4	Renovation – Turf	24
	10.5	Vertical Mowing	24
	10.6	Turf Reseeding/Restoration of Bare Areas	24
	10.7	Tree Maintenance	25
	10.8	Tree Pruning	26
	10.9	Palm Tree Care	28
11.0	UNSCHEDULED OTHER WORK		29

LANDSCAPE MAINTENANCE SERVICES
STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

1.1 Contractor shall provide all landscape services under the frequencies specified herein, unless instructed otherwise on the Facility Landscape Specification Sheet in Exhibit C. Upon County's written approval, all trees at Facility shall be trimmed at the total cost identified in the Price Sheet, Attachment B in accordance with Paragraph 10.7, Tree Maintenance, and 10.8, Tree Pruning. Palm trees shall be maintained in accordance with Paragraph 10.9.

1.2 Contractor shall provide all labor, materials, supplies, and equipment, necessary for the proper performance of landscape services and tree trimming.

1.3 The landscaped area shall be maintained with a well-manicured, clean appearance, and all work shall be performed in a professional, workmanlike manner using quality equipment and materials. Contractor shall not work or perform any operations, particularly during periods of inclement weather, which may destroy or damage ground cover or turf areas.

1.4 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

1.5 The purchase of all materials, supplies, vehicles, and equipment necessary to provide the required services is the responsibility of the Contractor.

1.6 The Contractor shall not interfere with the public use of the premises and shall conduct its operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are performed.

2.0 DEFINITIONS

In addition to the definitions contained in Paragraph 2.0 - Definitions of the Contract, following are definitions of terms that are used in this SOW.

2.1 **Bed:** An area separate from pavement and lawns in which trees, shrubs, perennials and annuals can be arranged as part of a landscape design.

2.2 **Deadhead:** To "deadhead" plants means to remove their spent flowers. For many plants, deadheading promotes more flowering on the plants for that year than would occur without such plant care. For soft plants, deadhead by hand; other times deadhead with scissors or pruners.

2.3 **Drip line:** The outermost edge of a branch spread, including the leaves. When a tree or shrub is grown without much pruning, the root spread of a tree is generally thought to equal or exceed its branch spread.

2.4 **Edging**: A crisp edge between areas of the garden. Most typically used between a lawn and a flowerbed.

2.5 **Girdling:** The restriction or destruction of the vascular system within a root, stem, or branch that causes an inhibition of the flow of water and photosynthates in the phloem.

2.6 **Pruning**: The horticultural practice of cutting away an unwanted, unnecessary, or undesirable plant part, used most often on trees, shrubs, hedges, and woody vines. Pruning is used to remove diseased or injured parts of the plant to influence vertical or lateral growth for various reasons, and to increase flowering or fruit yield. Shrubs and trees are pruned to form decorative shapes. As in other horticultural practices, the type of pruning and its timing vary and must be adapted to the specific plant and the conditions of its environment.

Types of Pruning:

Coarse pruning: Removal of deadwood greater than two inches diameter and any hazardous branches.

Medium pruning: Includes Coarse pruning, plus removal of deadwood greater than one inch diameter and specialty treatments (raising branch height, site clearance, crossing or broken branches, thinning canopy).

Fine pruning: Includes Medium pruning, plus removal of all deadwood and any water sprouts, suckers and crossing branches; inspection for health conditions. Climber should inspect to the tip of every branch. Up to 15% of canopy may be removed for light and air penetration.

Raising branches: Removal of lowest branches to a prescribed height for appropriate clearance needs. Generally 8 feet over sidewalks, 14 feet over streets, and a variety of heights for mower clearance (only if needed).

2.7 **Staking**: The securing of a tree or large shrub using rope or guy wires and wood stakes to hold it in place after planting and usually left in place for one year.

2.8 **Crowning**: A type of pruning; the selective removal of live branches to reduce crown density.

Types of Crowning:

Crown cleaning: The selective removal of one or more of the following items: dead, dying or diseased branches, weak branches and watersprouts.

Crown thinning: The selective removal of branches of increase light penetration, air movement and reduce weight.

Crown raising: The removal of the lower branches of a tree to provide clearance.

2.9 **Thinning:** The selective cutting away of individual branches to create open spaces within the plant, remove dead limbs or branches, produce symmetry and train a plant to look more natural.

2.10 **Vertical Mowing:** Vertical mowing is the use of blades, rotated in a vertical plane, that penetrate the turf and bring organic matter and soil up to the surface from a very shallow depth. Deeper vertical mowing (or verticutting) is used on lawns to physically remove the accumulated thatch. This procedure can be destructive to shallow-rooted turfgrasses, particularly during periods of stress, and can damage the site. The best time for vertical mowing is just prior to the peak growth periods. Verticutting should not be done when temperatures are forecasted to be over 85' F since the stress damage it puts on the grass plants is compounded by very warm temperatures. Deep vertical mowing can be part of a renovation program to help prepare for a seedbed. This will open up the turf considerably, allowing seed-soil contact.

3.0 ADDITION/DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

3.1 County reserves the right to add or change the Facilities in any Facility Group County deems appropriate. County reserves the right to obtain Facility pricing or receive bids from other Contract Vendors. In the event any additions or changes are made, an Amendment shall be prepared and executed by the Director of Health Services or designee.

3.2 All changes must be made in accordance with Paragraph 8.4 Amendments and Administrative Amendments of the Contract.

4.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Contract Project Monitor for review. The plan shall include, but may not be limited to the following:

4.1 Method of monitoring to ensure that Contract requirements are being met;

4.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

5.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Agreement, Paragraph 8.15, County's Quality Assurance Plan.

5.1 Monthly Meetings

Contractor is required to attend a scheduled monthly meeting. Failure to attend will cause an assessment of fifty dollars ($50.00).

5.2 Contract Discrepancy Report (Attachment B)

Verbal notification of a Contract discrepancy will be made to the Contract Project Monitor as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The County Contract Project Monitor will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Project Monitor within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Contract Project Monitor within ten (10) workdays.

5.3 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

5.4 Performance Requirements Summary (PRS)

All listings of services used in the Performance Requirements Summary (PRS), Attachment A are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

County may use one or more of the following inspection methods to evaluate Contractor's performance:

- Sampling
- One hundred percent (100%) inspection output items on a periodic basis (daily, weekly, monthly, quarterly, semiannually, or annually) using Inspection Report (Attachment A)
- Customer complaints or public complaints

This section does not preclude the County's right to terminate the contract upon thirty (30) days written notice with or without cause, as provided in the Agreement, Paragraph 8.41, Termination for Convenience.

5.5 Unsatisfactory Performance Deductions

5.5.1 Performance of a listed service is considered acceptable when Contractor performs the tasks specified in the Statement of Work.

5.5.2 When the Facility Project Monitor determines that the performance is unacceptable, the Facility Project Monitor shall notify Contractor by phone of the discrepancy.

5.5.3 Contractor must correct the problem within the time frame directed by the Facility Project Monitor.

5.5.4 The Facility Project Monitor will perform a follow-up inspection and will evaluate Contractor's corrective action.

5.5.5 If the problem has not been corrected, the Contract Monitor will prepare a Contract Discrepancy Report (CDR), Attachment B, with a deadline for completion. Failure to respond to CDR may result in an assessment for non-compliance as set forth in this SOW.

5.5.6 Facility Project Monitor determines assessments, if any. An assessment letter will be sent to the Contractor.

5.5.7 Notwithstanding, the unacceptable performance described in Paragraph 5.5, when the Contractor's performance does not conform to the requirements of this Contract, the County will have the option to apply the following non-performance remedies:

a. Require Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

b. Reduce payment to Contractor by a computed amount based on the damage fee(s) in PRS.

c. Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.

d. Failure of the Vendor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the County, shall be credited to the County on the Contractor's future invoice.

5.5.8 This section does not preclude the County's right to terminate the contract upon ten (10) days written notice as provided for in the Contract.

6.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

6.1 Personnel

The County will administer the Contract according to the Contract, Paragraph 6.0, Administration of Contract - County. Specific duties will include:

6.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.

6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.

6.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8.4 Amendments and Administrative Amendments.

6.2 Furnished Items

6.2.1 County may provide storage facilities for Contractor's use as determined by County. In the event said facilities are provided, Contractor's use thereof shall be on only for the purpose of storing equipment and material's required for maintenance Contractor is prohibited from use of said storage facilities or any other County property for the conduct of his/her business interests that are not directly related to, or required by the contract.

6.2.2 Contractor assumes all risks of loss and damage to materials and equipment stored.

CONTRACTOR

6.3 Project Manager

6.3.1 Contractor shall provide a full-time Project Manager or designated alternate. County must have access to the Project Manager during all hours, 365 days per year. Contractor shall provide a telephone number where the Project Manager may be reached on a twenty-four (24) hour per day basis.

6.3.2 Project Manager shall act as a central point of contact with the County.

6.3.3 Project Manager shall demonstrate previous experience in the management of work requirements for commercial enterprises or public entities similar in size and complexity.

6.3.4 Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

6.3.5 Emergency service response time is expected within two (2) hours of notification by Facility Project Manager or designee, on any day, at anytime.

6.4 Personnel

6.4.1 During the time that Contractor's employees or agents are at Facility, such persons shall be subject to the facility's rules, regulations, and procedures, including, but not limited to, entry and exit procedures, emergency procedures, and appropriate contacts with patients. Contractor shall instruct such persons who are to provide services on such rules, regulations, and procedures and to maintain records of such instruction. Contractor shall take immediate corrective action upon receipt of written and/or verbal notice from County Contract Coordinator or his designee that: (1) any such employee has violated such rules or regulations, or (2) such employee's actions, while on County premises, indicate that such employee may adversely affect the delivery of health care services. In the event that County Contract Coordinator decides that the corrective action taken by Contractor is not sufficient, then Contractor, at request of Contract Coordinator shall remove or suspend such employee from the provision of services hereunder.

6.4.2 The use or possession of alcoholic beverages or illegal drugs by Contractor personnel while at Facility is strictly prohibited. Any violation shall be cause for immediate removal of the offenders by Contractor from further work at Facility.

6.4.3 Smoking is prohibited in all of County facility buildings, except in the designated areas as approved by County contract coordinator.

6.4.4 Contractor's employees may not bring any type of weapons or unlawful goods onto County facilities.

6.4.5 Landscape Personnel

6.4.5.1 Contractor shall assign a sufficient number of employees to perform the required work. **At least one employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.**

6.4.5.2 Contractor shall be required to background check their employees as set forth in Paragraph 7.4 – Background & Security Investigations, of the Contract.

6.4.6 Landscape Supervisor

6.4.6.1 Contractor shall provide a thoroughly trained Supervisor.

6.4.6.2 Supervisory coverage must be provided for each facility.

6.4.6.3 Supervisor or lead person shall be knowledgeable in all aspects of the maintenance operation and shall have access to the Contract Project manager during all hours of shift coverage, 365 days per year.

6.5 <u>Uniforms/Identification Badges:</u>

6.5.1 Contractor employees assigned to County facilities shall wear an appropriate uniform at all times. Uniform to consist of a shirt and/or tee shirt with the company name on it. Uniform pants are optional. All uniforms, as required and approved by the Director or his designee, will be provided by and at Contractor's expense.

6.5.2 Contractor shall ensure their employees are appropriately identified as set forth in Paragraph 7.3 – Contractor's Staff Identification, of the Contract.

6.6 Materials and Equipment

The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

Unless otherwise specified in the Specification Sheet, County will provide automatic control valves, gate valves, and pumping systems if it is determined that malfunction is due to wear and tear and not damaged by the Vendor.

Complete piping replacement of the irrigation system is not required by Vendor. However, the Vendor is responsible for the repair and replacement of leaking main and lateral irrigation lines. (Unless otherwise specified in the Specification Sheet)

6.7 Training:

6.7.1 Contractor shall provide training programs for all new employees and continuing in-service training for all employees.

6.7.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

6.8 Contractor's Office

6.8.1 Contractor shall maintain an office at some fixed place located in the Los Angeles Metropolitan Area with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who can respond to inquires and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. The Contractor shall answer calls received by the answering service or paging device within two (2) hours of receipt of the call. Failure to respond within the two-hour time frame will be cause for assessment in accordance with the Procurement Requirements Summary (PRS).

6.8.2 The Contractor shall maintain a written log of all complaints, the date, time, and the action taken or reason for the non-action. The log of complaints shall be open to the inspection by the County's Facility Designee at all reasonable times.

7.0 HOURS OF MAINTENANCE SERVICE

7.1 Contractor shall generally provide services between the hours of 6:00 a.m. to 6:00 p.m., Monday through Friday, and 6 a.m. to 11 a.m. on Saturday, except for County observed Holidays.

7.2 Contractor may elect to provide additional coverage at no additional cost to the County. County Project Director will provide the Contractor a list of County-recognized holidays.

8.0 WORK SCHEDULES

8.1 Contractor shall submit for review and approval a detailed work schedule for each facility to the County Project Director within ten (10) days prior to starting any work said work schedules shall be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies in accordance with Exhibit C, Facility Specification Sheet. The schedules shall list the time frames by day of the week, morning, and afternoon the tasks will be performed. Additionally, for Seasonal/Periodic Services the schedule shall include an itemized cost detail for each service to be performed in accordance to the Seasonal/Periodic/Other Services Price Sheet, Exhibit B-2.

8.2 Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County Project Manager for review and approval within five (5) working days prior to scheduled time for work.

9.0 SPECIFIC WORK REQUIREMENTS – ROUTINE SERVICE

The following are specific routine tasks Contractor shall perform during the contract term:

9.1 MECHANICAL OPERATIONS

9.1.1 HAZARD REDUCTION PRUNING (HRP)

The primary objective is to reduce the danger to a specific target caused by visibly defined hazards in a tree. For example, HRP may be the primary objective if a tree had many dead limbs over a park bench, overhanging walks etc.

HRP shall be completed to maintain an eight (8) foot vertical clearance for all branches over hanging walks and fourteen (14) foot vertical clearance for branches over hanging beyond curb line into the paved section of roadways.

Contractor shall prune all plant materials where necessary to maintain safe vehicular and pedestrian visibility and clearance and to prevent or eliminate hazardous situations.

Pruning shall be completed as specified in Paragraph 10.8, Tree Pruning.

HRP services are part of routine landscape maintenance services and shall be completed at no additional cost to the County.

9.1.2 MOWING

Mowing operations shall be performed in a workmanlike manner that ensures a smooth surface appearance without scalping or allowing excessive cuttings to remain.

Turf shall be mowed with a reel-type mower equipped with rollers or a rotary-type mower.

All equipment shall be adjusted to the proper cutting heights and shall be adequately sharpened.

Mowing height shall be appropriate to turf species and use parameters. Mowing heights may vary for special events and conditions.

Mowing operation shall be scheduled Monday through Friday unless revised by the County's Project Director.

All grass clippings shall be collected and removed from the site on the same day the area is mowed.

Walkways shall be cleaned immediately following each mowing so that no clippings create a hazardous condition.

Mowing of turf at the facility shall be completed in one operation.

Mowing Site Inspection and Reporting:
Prior to initiating a mowing operation, the site is to be inspected by a knowledgeable and responsible Contractor employee who will determine the practicality of initiating the operation. Litter shall not be shredded by mowers, glass bottles shall not be driven over and broken, and excessively wet turf areas shall not be driven across. Damaged sprinkler heads and valve box covers shall be immediately responded to by the Contractor.

If a mowing operation cannot be completed thoroughly within the designated time frame, the Facility Project Manager shall be immediately notified through the Contractor's communication network.

Mowing – Frequency:
All turf areas shall be mowed no less than once (1) every week for a minimum total mowing frequency of 52 times per year. The Contractor may choose to provide additional mowing frequencies at no additional cost to the County.

9.1.3 EDGING

Contractor shall maintain all groundcover areas contiguous to turf areas "neatly" edged with all grass invasions eliminated.

All groundcover and flower bed areas where maintained next to turf areas shall be kept neatly edged and all grass invasions eliminated.

All turf edges, including but not limited to sidewalks, drives, curbs, shrub beds, flower beds, groundcover beds, around tree bases, shall be edged to a neat and uniform line at all times.

All turf edges shall be trimmed or limited around sprinklers to provide optimum water coverage, valve boxes, meter boxes, backflow devices, and other equipment and obstacles.

Walkways shall be cleared immediately following each mechanical edging to remove accumulated debris and limit hazardous conditions.

Clearance:
Where trees and shrubs occur in turf areas, all grass growth shall be limited to at least eighteen (18) inches from the trunks of trees and away from the dripline of shrubs by use of approved chemicals, manual or mechanical devices.

Mechanical Edging and Frequency:
Mechanical edging shall be completed as one (1) operation in a manner that ensures a well defined edge. All walkways shall be edged with a power blade edger.

Mechanical edging of turf shall be performed 26 times per year; once (1) every other week.

Mechanical edging of groundcover shall be performed 26 times per year, once every other week.

9.1.4 HEDGE TRIMMING

Prune shrubs to encourage healthy growth habits and for shape in order to retain their natural form and proportionate size.

Restrict growth shrubbery to area behind curbs and walkways and within planter beds by trimming.

Under no circumstances shall hedge shears be used as a means of pruning. Prune all plant materials where necessary to present or eliminate hazardous conditions to vehicles or pedestrians.

All cuts shall be made sufficiently close, flush if possible, to the parent stem so that healing can readily start under normal conditions.

All limbs one and one-half inches (1 ½ “) or greater in diameter shall be undercut to prevent splitting.

Remove all dead diseased and unsightly shrubs and branches. Remove all clippings the same day that plant materials are pruned or trimmed.

Hedge Trimming – Frequency:
Formal hedge trimming; twice a month, as needed.

9.2 MANUAL OPERATIONS

9.2.1 CHEMICALS

All work involving the use of chemicals shall be in compliance with all Federal, State, and local laws and will be accomplished by a Licensed Qualified Applicator under the direction of a Licensed Pest Control Advisor. Contractor, in complying with the California Food and Agricultural Code, shall provide, to the Facility Project Manager, a copy of a valid Pest Control Operator’s License and a valid Pest Control Advisor’s License or a copy of said licenses from a sub-contractor thirty (30) days prior to using any and all applicable chemicals within the areas(s) to be maintained.

Contractor shall submit a listing of proposed chemicals to be used; including commercial name, application rates and type of usage to the Facility Project Manager for approval at the commencement of the contract. No work shall begin until written approval of use is obtained from the Facility Project Manager.

Chemicals shall only be applied by those persons possessing a valid California Certified Pest Control Applicator’s license. Application shall be in strict accordance with all governing regulations. Respirators and appropriate protective gear will be used in the application of chemicals as required by the California Occupational Safety and Health administration (Cal-OSHA), Department of Agriculture and other regulatory agencies.

Chemical Utilization Records:
Records of all operations stating dates, times, methods of applications, chemical formulations, applicators names, and weather conditions shall be made and retained in an active file for a minimum of three (3) years.

Contractor will provide a chemical use report (site specific) with monthly billing. A copy of the Pest Control Advisor’s recommendation for each application (site specific) shall be

provided to monitor and applicator prior to each application. This shall be in addition to the copy of the usage summary that is provided to the Agricultural Commissioner.

Special Permits:
All chemicals requiring a special permit for use must be registered, and a permit obtained from County Agricultural Commissioner's Office. An approved copy of permit shall be submitted to Facility Project Manager five (5) days prior to intended chemical usage.

All regulations and safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California shall be adhered to.

Chemical Application:
Contractor shall apply chemicals when air currents are still, preventing drifting onto adjacent property and preventing any toxic exposure to persons whether or not they are in or near the area of application. Contractor shall apply herbicide per manufacturer's recommendation.

Weeds treated with a contact weed chemical shall be left in place for a minimum of seven (7) days. If kill is not complete, a second application shall be applied at no additional cost to the County. Weeds treated using a systemic chemical shall be left in place per manufacturer's recommendation.

If kill is not complete by the time specified in the manufacturer's recommendation, a second application, at no additional cost to the County, shall be made.

After complete kill, all dead weeds shall be removed from areas.

Frequency:
Chemical turf detailing around trees, turf boundaries, and various irrigation components; once every two (2) months, or as stated. Chemical application to beds, planters, walkways, medians, curb and gutter expansion joints in all hard surface areas, slopes, hillsides; once (1) each month.

Chemical Application Notification:
Contractor shall give Facility Project Manager twenty-four (24) hour notification of use of chemicals for landscape areas.

9.2.2 CULTIVATION

Cultivate beds to ensure a neat appearance using appropriate equipment designed to loosen the soil to a depth of three (3) inches. Care shall be taken so as not to disturb plant materials, or their roots, in accomplishing this operation.

Cultivation – Frequency:
Once every two weeks; as needed.

9.2.3 FLOWER BEDS

Any and all diseased plants are to be removed from all beds and then disposed properly. Broken, damaged, or unsightly flowers or plant parts are to be removed promptly.

No contact weed control chemical may be used in flower beds after they are planted for the season. Appropriate mulches are encouraged but must be aesthetically compatible and not physically or chemically harmful.

Flower Beds – Frequency:
Thinning of flower beds; twice a month, as needed.

9.2.4 GROUND COVER

Contractor shall remove all dead, diseased, and unsightly branches, vines or other growth as they develop.

All ground cover areas shall be pruned to maintain a neat edge along planter box walls.

Any runners that start to climb building, shrubs, or trees shall be pruned out of these areas.

Ground Cover – Frequency:
Ground cover thinning; twice a month, as needed.

9.2.5 HAZARDOUS MATERIALS

Contractor shall not dispose of hazardous material(s) on site. All such materials collected must be disposed of in compliance with all applicable rules, laws, and/or regulations.

9.2.6 IRRIGATION

Water requirements by plants vary according to the season and a particular year; the Contractor shall pay extremely close attention to the demands of the plants as influenced by their exposure to sun, wind, shade, and location in the individual planters. The variation in the size of plants installed as well as the varieties shall be taken into consideration. All landscaped and turf areas shall be irrigated as required to maintain adequate growth and appearance with a schedule most conducive to plant growth.

The delivery of adequate moisture to the landscaped areas shall include, but not be limited to hand watering, operation of manual valves, proper utilization of automatic controllers, and the bleeding of valves.

Adequate soil moisture will be determined by programming the irrigation system as follows:

a. Adjusting and setting the automatic controller to establish frequency and length of watering period, and monitoring all irrigation controllers.

b. Consideration must be given to soil conditions, humidity, minimizing runoff, and the relationship of conditions, which affect day and night watering. This may include daytime watering during freezing weather to prevent icy conditions, manual operation of the irrigation system, and/or hand watering with portable sprinklers during periods of windy or inclement weather.

c. A soil probe shall be used to a depth of twelve (12) inches to determine the water penetration by random testing of the root zones.

d. Watering shall be regulated to avoid interference with any use of the roadways, pavements, walks, or areas as designated for scheduled special events.

e. In the areas where wind creates problems of spraying water onto private property or road right-of-ways, the controllers shall be set to operate during the period of lowest wind velocity which would normally occur at night or early morning hours.

f. Irrigation system will be controlled in such a way as not to cause any excessively wet or "waterlogged" areas which could interfere with the ability to mow all turf. "In lawn" trees and other planting shall be protected from over-watering and run-off drowning.

g. New turf (up through the sixth mowing) shall be watered immediately after mowing. Well established turf shall not be watered for at least four (4) hours after mowing.

h. All groundcover areas shall be watered as needed to maintain a healthy condition, with appropriate care being taken not to over water in shady areas.

i. Watering shall comply with applicable water restriction regulations and directives.

9.2.7 IRRIGATION SYSTEM MAINTENANCE

Contractor and Facility Program Monitor or designee will conduct an inspection of the irrigation equipment at Facility to ensure operability within sixty (60) days of service start date. Contractor will submit a written report verifying working order of each irrigation system. County may ask to have the system repaired to a satisfactory condition. Once repaired, the Contractor will be required to keep the system in working condition. This also applies to landscape sites added during the term of the contract.

If system is working, Contractor shall, at all times, maintain the system in an operational state by repairing/replacing the irrigation system consisting of automatic controllers, control valves, gate valves, risers, quick couplers, swing joints and sprinkler heads including providing small parts: solenoids, filter screens, diaphragms, gaskets, springs, screws, adjustment screws, washers, “0” rings, wring and nozzles, at no cost to the County.

After inspection with County staff, Contractor will be responsible for the irrigation system, including **lateral lines**. Contractor will maintain a comprehensive monthly system operability check shall identify malfunctions and needs for repair. County is responsible for the main lines and back flow (unless otherwise shown on Landscape Maintenance Specification Sheet).

In addition to repair and replacement, Contractor must:

a. Adjust valves and sprinkler heads.
b. Replace all risers and swing joints to the lateral lines.
c. Replace button type turf and shrub heads.
d. Replace all missing covers to valve boxes.
e. Provide caps and plugs.

Contractor shall ensure that all personnel working on the irrigation system are fully trained in all phases of landscape irrigation systems and can easily identify and isolate problems and perform the proper testing and inspection of the irrigation system and the maintenance of the sprinkler heads. This knowledge of landscape irrigation systems shall include but not be limited to the operation, maintenance, adjustment and repair of said systems and their components.

In order to ensure the operability of the irrigation system, Contractor shall sequence controller(s) to each station manually to check the function of all facets of the irrigation system weekly and report any damage, malfunctioning equipment, and/or incorrect operation to the Facility’s Program Monitor or his designee. During the testing, Contractor shall:

f. Adjust and clean sprinkler heads for correct coverage to prevent excessive runoff and/or erosion and to prevent the spread onto roadways, sidewalks, hard surface areas, and private property. (may require the removal of the sprinkler head for this function)

g. Unplug clogged heads and flush lines to free lines of rocks, and debris once every four (4) months.

h. Flush irrigation lines of grit and gravel by removing the lat head of each lateral and operating the system until those materials are expelled.

i. All system malfunctions, damage, and obstructions shall be reported to County's Project Director or his designee and corrective action taken in a timely manner, not to exceed 48 hours after notification.

j. In addition to regular testing, Contractor shall inspect and test all irrigation systems as necessary when damage is suspected, observed, or reported.

k. Contractor shall repair/replacement malfunctioning quick couplers, pumping systems, manual or automatic valves, and sprinkler heads within (1) watering cycle irrigation damage shall be repaired or replaced with same size, and quantity or substitutes approved by County's Facility Project Monitor prior to installation.

l. Contractor shall correct malfunctioning irrigation systems and equipment within two (2) hours of identification or following verbal notification.

m. Replacements for the irrigation system shall be with originally specified equipment of the same size and quality or substitutes' approved by the Facility Project Manager prior to any installation.

n. If an automatic irrigation system or a portion of a system malfunctions, the Contractor, when authorized by the County, shall be responsible for the manual manipulation of that system for a period of 30 days from the date of the authorization. If the system requires manual manipulation for a greater period, the Facility Project Manager may opt to pay the Contractor additionally to continue the manual manipulation, or the Facility Project Manager may decide to terminate the supplemental irrigation. Such work shall be considered Other Work and shall be compensated as

provided in Paragraph 10, Unscheduled Work – Seasonal/Periodic Services.

9.2.8 LITTER CONTROL

Complete policing and litter pick-up to remove paper, glass, trash, undesirable materials, siltation and other accumulated debris within the hard surfaces, and landscaped areas to be maintained including, but not limited to, walkways, between and around planted areas, drains, parking lots, steps, planters, drains and catch basins shall be accomplished to ensure a neat appearance.

Complete policing, litter pick-up, supplemental hand sweeping of parking space, gutters, and other parking spaces inaccessible to power equipment shall be accomplished to ensure a neat appearance.

Contractor shall be required to remove all trash, clippings, and any other debris which results from its maintenance services and provide for its disposal on a daily basis.

Contractor shall not use County trash bins for maintenance operations. Contractor shall not dispose of hazardous material(s) on site. All such materials collected must be disposed of in compliance with all applicable rules, laws, and/or regulations.

Litter Control – Frequency:
Litter control shall be performed twice daily Monday through Friday, and once on Saturday. First time, no later than 7:30 a.m., and a second time no later than 1:00 p.m.

9.2.9 RAKING

Accumulation of leaves shall be removed from all landscaped areas including but not limited to beds, parking lots, walkways, planters, and turf areas under trees and removed from Facility site. Use of hand held blowers will be allowed unless legal authority dictates otherwise. Facility may dictate “no blowers”.

Raking – Frequency:
Turf under trees; at each service interval.
Shrubs, beds and planters; at each service interval.

9.2.10 RODENT CONTROL

Contractor shall maintain all areas free of rodents including but not limited to gophers and ground squirrels, since they may cause damage to turf, shrubs, groundcover, trees, and irrigation systems. The rodenticide product to be used shall be recommended by a licensed Pest Control Advisor, applied by a person possessing a valid California Certified Pest Control Applicator’s license, and pre-approved by the Facility Project Manager.

9.2.11 TRASH BINS

Contractor shall collect and remove ALL clippings the same day that plant materials are pruned, raked, mowed, or trimmed. Contractor shall not use County trash bins for maintenance operations.

9.2.12 WEED CONTROL

Contractor shall eradicate weeds from turf and cultivated and non-cultivated areas. This will include per-emergent and/or post-emergent chemical applications to turf areas.

Methods for removal of weeds, turf encroachment and detailing shall incorporate one (1) or all three (3) of the following: Hand Removal, Cultivation, and Chemical Eradication.

All grass-like type weeds, morning glory or vine-weed types, ragweed or other underground spreading weeds shall be kept under strict control.

Remove or control all weeds and grass from beds, planters, walkways, drainage areas, expansion joints in all hard surface areas, driveways, parking lots, patios, roadways, slopes, hillsides, bare areas, around irrigation sprinkler heads and undeveloped areas.

Weed Control – Frequency:
Walkways, beds, planters, and landscapes shall be inspected, spot treated, and weeds removed; once (1) each month.

Developed areas of the facility that have become denuded shall be maintained weed free; once (1) each month.

Designated areas of a facility that are left in a natural state so that the plant's root systems are utilized to stabilize the soil, may occasionally need to be mowed or otherwise controlled to a given height for appearance or fire suppression reasons; once (1) a month.

9.3 DAMAGE TO SHRUBS, TREES, TURF OR GROUND COVER

All damage to shrubs, trees, turf or ground cover done by Contractor employees shall be repaired or replaced within five (5) working days.

All repairs or replacements shall be completed in accordance with the following maintenance practices:

Shrub Damage:
Minor damage may be corrected by appropriate pruning. Major damage shall be corrected by removal of the damaged shrub and replaced to comply with the provisions in the specifications.

Chemical Damage:
All damage resulting from chemical operation, either spray-drift or lateral leaching shall be corrected in accordance with the aforementioned maintenance practices and the soil conditioned to ensure its ability to support plant life.

Tree Damage:
Minor damage such as bark lost from impact of mowing equipment shall be remedied by a qualified tree surgeon or arborist. If damage results in loss of tree, the damaged tree shall be removed and replaced to comply with the specified instructions of the Facility Project Monitor. All trees permanently damaged will be replaced at County's expense with the exception of those damaged or destroyed due to fault of Contractor or its employees. Replacement shall be with the identical species of tree existing previously, unless otherwise notified in writing by Facility Project Monitor or his/her designee. Size of the replacement shall be of like size not to exceed 24 inch box specimen container size. The need for replacement will be determined by Facility Project Monitor or his/her designee.

9.4 PLANT MATERIALS

Plant materials shall conform to the requirements of the landscape plan of the area and to "Horticultural Standards" of American Association of Nurserymen as to kind, size, age, etc. Plants of record and specification should be consulted to ensure correct identification of species. Plant material larger than those specified may be supplied if complying in all other respects. Substitutions may be allowed but only with prior written approval by the Facility Project Manager.

Nomenclature:
Plant names used in the landscape plan are to conform to the "Standardized Plant Names" by the American Joint Committee on Horticultural Nomenclature. In those cases not covered therein, the custom of the nursery trade will be followed.

Quality:
Plants shall be sound, healthy, vigorous, and free from plant disease, insect pest or their eggs, shall have healthy normal root systems, comply with all State and local regulations governing these matters, and be free from any noxious weeds.

All trees shall be measured six (6) inches above the ground surface. Where caliper or other dimensions of any plant material are omitted from the Standardized Plant Name List", it shall be understood that these plant

materials shall be normal stock for the type listed, and must be sturdy enough to stand safely without staking.

All shrubs shall be guaranteed to live and remain in healthy condition for no less than 90 days from the date of planting by the Contractor.

Shape and Form:
Plant materials shall be symmetrical, and/or typical for variety and species and conform to measurements specified in the "Standardized Plant List".

All plant materials must be provided from a licensed nursery and shall be subject to acceptance as to quality by the Facility Project Manager.

10.0 UNSCHEDHULED WORK – SEASONAL/PERIODIC SERVICES

Following are specific seasonal/periodic tasks Contractor may perform during the contract term. County reserves the right to perform Seasonal/Periodic work itself or assign the work to another Contractor. County's Facility Project Manager shall review on an ongoing basis all unscheduled work to be performed as specified herein.

At County's request for any unscheduled services listed under this Paragraph 10, Contractor shall submit for approval a written estimate along with an action plan detailing the proposed schedule of services to be performed. The action plan shall at a minimum describe in detail task(s) to be performed, frequency of service, staff hours per frequency, and as applicable license/certificate numbers of person performing task. The action plan shall be submitted within ten (10) days of County's request for services. In any case, no unscheduled work shall be performed without County's prior written authorization.

If Facility Project Manager determines, in his sole judgment, that any frequency of service for unscheduled work is not necessary, the Facility Project Manager shall notify Contractor in writing that such particular frequency of service shall not be performed and Contractor shall not perform such frequency of service and shall have no claim whatsoever against County therefore.

Notwithstanding the above written authorization, when a condition exists in which there is imminent danger of injury to the public or damage to property, Facility Project Manager may verbally authorize the work to be performed upon receiving a verbal estimate from Contractor. However, within twenty-four (24) hours after receiving verbal authorization, Contractor shall submit a written estimate to Facility Project Manager for written approval.

Upon County's written authorization, all unscheduled work described herein shall commence on the date specified by Facility Project Manager and Contractor shall proceed diligently to complete such work within the time allotted.

10.1 AERIFICATION

Upon County's written approval for aerification services, Contractor shall:

a. Aerate all turf areas by using a device that removes one-half inch cores to a depth of two inches and not more than six inch spacing on center.

b. Complete turf aerification during the period of April through November. In the fall, overseed all aerified turf areas. Aerify, renovate or verticut, seed, and mulch (spread evenly over the entire area to a uniform depth of 1/4 inch) in sequence. Additionally, aerification may be required immediately after vertical (thatch removal) operation and just prior to over seeding and fertilization.

c. Remove all cores from the turf and dispose off-site or thoroughly pulverized within twenty-four (24) hours after aerating.

Aerification – Frequency:
Turf aerification may be requested one (1) time per year, beginning in the spring and completed by the fall.

10.2 DISEASE/INSECT CONTROL

It is the County's intent to maintain all landscape areas free of disease and insects that could cause damage to plant materials including but not limited to trees, shrubs, groundcover, and turf.

Notification of any disease, insects, or unusual conditions that may develop shall be reported to the Facility's Project Manager. Upon County's written approval for disease/insect control services, Contractor shall:

a. Disease: Submit an action plan that at a minimum describes in detail a disease control program to control and prevent all common diseases from causing serious damage, frequency of service, staff hours per frequency, and as applicable license/certificate numbers of person performing task. The action plan shall be submitted within ten (10) days of County's request for services. Disease control shall be achieved utilizing materials and rates recommended by an Arborist.

b. Insect: Submit an action plan that at a minimum describes in detail an insect control program to prevent all common insects from causing serious damage. Insect control shall be achieved utilizing materials and rates recommended by a licensed California Pest Control Advisor.

10.3 FERTILIZATION (Per Application)

Upon County's written approval for fertilization services, Contractor shall:

a. Apply fertilizer in sections determined by the areas covered by each irrigation system. Immediately after fertilization, thoroughly soak all areas fertilized.

b. Apply fertilizer within the tree dripline to provide healthy color. Fertilizer should be organic and granular in form without trace elements.

c. Apply fertilizer to provide a healthy color in all shrubs and groundcover. Foliar feeding may be used if applicable. Fertilizer shall be organic and granular in form without trace elements.

d. Apply not less than one (1) pound of actual available nitrogen in a balance fertilizer form for each one thousand (1,000) square feet of turf area. All fertilizer shall be inorganic and granular in form with an approximate ratio of 4-1-2.

e. Fertilize utilizing ratios and mixtures per manufacturer's recommendation.

10.4 RENOVATION - TURF

Upon County's written approval for turf renovation services, Contractor shall:

a. Renovate turf to the soil line and remove all excessive thatch. Upon completion of turf renovation, all turf areas shall be over seeded, mulched and watered.

b. Over seed area utilizing blends or mixtures per manufacturer's recommendation to maintain a good appearance.

c. Spread mulch evenly over the entire area to a uniform depth.

10.5 VERTICAL MOWING

Upon County's written approval for vertical mowing services, Contractor shall:

a. Vertical mow to remove thatch in turf areas, to encourage healthy growth and to maintain acceptable appearance.

b. Avoid unnecessary or excessive injury to turf grass.

c. Sweep or rake dislodged thatch from turf areas and removed from facility site.

d. Use standard renovating or vertical mowing equipment.

10.6 TURF RESEEDING/RESTORATION OF BARE AREAS

The Facility Project Manager may require the use of sod when deemed necessary. The Contractor shall be entitled to additional compensation for the cost of the sod only provided loss of turf was not due to Contractor negligence. Upon County's written approval of services, Contractor shall:

a. Overseed areas utilizing blends or mixtures at the rate of application as required to maintain a good appearance.

b. Overseed all damaged, vandalized or bare areas to re-establish turf to an acceptable quality compatible to that of existing turf.

c. Commence overseeding no later than October 1 and be completed within three (3) weeks of commencement.

10.7 TREE MAINTENANCE

It is the County's intent to ensure that all trees are pruned and/or thinned at each Facility once during the first three years of the contract term through its own resources, by Contractor, or assign the work to another Contractor.

In any case, Contractor shall submit for approval a written estimate along with an action plan detailing the proposed schedule of tree pruning and/or thinning of all trees at Facility to be performed during the first three years of contract term. The action plan shall at a minimum describe in detail the type of tree service to be performed (i.e., Coarse pruning, fine pruning, raising branches, Crowning, thinning), a detailed cost for each type of tree service to be performed, staff hours per frequency, and as applicable license/certificate numbers of person performing task. The action plan shall be submitted within the first 90 days of contract implementation. No unscheduled work shall be performed without County's prior written authorization.

Upon County's written approval for tree maintenance services, Contractor shall:

a. Follow the International Society of Arboriculture (ISA's) Tree Pruning Guidelines, more recent ANSI A300 Pruning Standards, ANSI Z133.1 Safety Standards, and as described in Paragraph 10.8, Tree Pruning.

b. Prune and/or thin all trees at Facility once during the first three years of the contract term, unless otherwise approved by the Facility Chief Executive Officer or designee.

c. Prior to any tree maintenance, Contractor shall submit to Facility Chief Executive Officer or designee a detailed work schedule for tree services to occur during the first three years of contract term, within the first 90 days of contract implementation. Facility Chief Executive Officer may request adjustments to the schedule during the three-year term.

The work schedule shall include: 1) the time frames by day of the week, morning, and afternoon 2) a detailed description & reason for pruning to be performed, i.e., coarse, medium, fine, raising branches, crown cleaning, crown thinning, crown raising, hazard reduction, and or maintenance 3) an itemized cost detail for each task to be performed in accordance to the Seasonal/ Periodic/Other Services Price Sheet, Exhibit B-2.

Contractor shall use a Certified Arborist and/or a certified horticulturist, approved by DHS Facility, for providing direction during maintenance. Contractor shall use a skilled and experienced Tree Trimmer to perform the

various tree maintenance services described herein. Contractor will ensure that all work is performed in a safe manner as established by the California Occupational Safety and Health Administration (Cal-OSHA) and other regulatory agencies.

If Contractor recommends that a particular tree does not require service during a contract year, then Facility Project Manager may take that recommendation into consideration. However, if Facility Project Manager does not agree with Contractor's recommendation, then Contractor shall provide the tree service.

10.8 TREE PRUNING

Upon County's written approval for tree pruning services, Contractor shall prune trees with the intent of developing structurally sound trees, symmetrical in appearance with the proper vertical and horizontal clearance.

Under no circumstances shall hedge shears be used as a means of pruning trees. All dead and damaged branches and limbs shall be removed at the point of breaking.

All trees shall be trimmed to prevent encroachment on private property.

All wounds to trees and shrubs one (1) inch in diameter or over shall be painted with asphaltic base tree paint immediately after pruning.

Pruning Procedures:
Rapid healing of pruning wounds is dependent upon where the cut is made when removing limbs. NEVER LEAVE SHORT STUBS. Some trees produce a corky ring of growth where a limb originates. The pruning cut shall be made toward the outside portion of the "collar". If a tree does not produce this characteristic "collar", then make the cut flush to the limb where it is growing.

a. All limbs 1 1/2" or greater in diameter shall be undercut to prevent splitting. All limbs shall be lowered to the ground using a method which prevents damage to the remaining limbs.

b. All cuts exceeding 1/2" shall be treated with an appropriate tree heal compound.

c. All equipment utilized shall be clean, sharp and expressly designed for tree pruning.

d. Only rope and saddle climbing gear without climbing spurs or spikes will be allowed for pruning live trees.

Pruning Criteria:
The initial step of pruning shall be the removal of all deadwood, weak, diseased, insect infested and damaged limbs.

e. All trees shall be pruned for vertical and horizontal clearance. Such clearances are nine (9) feet for pedestrian areas and walkways and fourteen (14) feet for vehicular roadways.

f. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline. Limbs should extend alternately from the trunk on twelve (12) inches or twenty (24) four inch spacing.

g. All trees shall be thinned of smaller limbs to distribute the foliage evenly.

h. All trees shall be trimmed and shaped to provide a symmetrical appearance typical of the species.

i. All suckers and sprouts shall be cut flush with the trunk or limb.

j. No stubs will be permitted.

k. Contractor shall report to the Facility Project Manager all structural weaknesses such as split crotch or limbs, diseased or decayed limbs, or severe damage.

l. Contractor shall place special emphasis upon public safety during pruning operations, particularly when adjacent to roadways and pedestrian areas.

m. All trimmings and debris shall be removed and disposed of off-site at the end of day's work.

n. All trees which are downed by either natural or unnatural causes, shall be removed and disposed off-site. Where possible, stumps shall be removed to 12 inches below grade and wood chips and hole backfilled to grade.

o. In accordance with Fish and Game Code, Section 3503, the Contractor shall not "take, possess, or needlessly destroy the nest eggs of any bird, except as otherwise provided by this code or any regulation made pursuant thereto." In case of an accidental take, the Contractor shall contact the California Department of Fish and Game at (562) 590-5126.

p. All walkways, entrances and exits to buildings shall be clear of debris and accessible to wheelchair and ambulatory traffic in areas where pruning is being performed.

q. Parking lots and stalls shall not be blocked without prior arrangements with the Facility Project Manager.

Scheduled Pruning:
Pruning shall be scheduled and performed during the Fall (October through December) of each contract year.

Pruning services shall not exceed two (2) weeks. Extended periods may be allowed at the discretion of the Facility Chief Executive Officer.

Rescheduling is at the discretion of the Facility Chief Executive Officer or designee. Contractor will be notified within at least five (5) working days prior to reschedule pruning.

Staking and Tying:
Contractor shall replace missing or damaged stakes where the tree diameter is less than three (3) inches.

Stake in those cases where tree has been damaged and requires staking for support.

Stake new trees or recently planted trees which have not previously been staked.

Materials:
Tree stakes, two (2) per tree, shall be pentachlorophenol treated lodge pole pine not less than eight (8) feet in length for five (5) gallon size trees and not less than ten (10) feet for fifteen (15) gallon size trees.

Criteria For Staking and Tying:
Guy wires where required and plant ties will be of pliable, zinc-coated ten (10) gauge wire (two (2) ties per tree).

Hose for covering wire shall be either new or used garden hose at least one-half (1/2) inch in diameter (hose ties should allow for minimum of three (3) additional inches of clearance beyond the diameter of the branch or trunk being secured).

Stakes will be placed eight (8) inches from the trunk of the tree. Stakes and ties will be placed so no chafing of bark occurs.

Damaged trees shall be staked and tied within twenty-four (24) hours of identification of damage by Contractor or of County or the public's notification to Contractor. Replacement stakes or new staking shall be completed within five (5) days.

10.9 PALM TREE CARE

All palm trees located at Facility shall be maintained and kept free of dead fronds and potential falling debris at all times.

Palm trees shall not be trimmed during the bird nesting season of April 1 through June 30 unless otherwise approved by the Facility Project Manager.

11.0 UNSCHEDULED OTHER WORK

The Facility Project Manager or his designee may authorize the Contractor to perform landscape-related unscheduled other work, assuming surplus funds from Unscheduled Work - Seasonal/Periodic Services, Paragraph 10 exist, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third party negligence; or to add to, modify or refurbish existing facilities.

Prior to performing any unscheduled other work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials to complete the work. No unscheduled other work shall commence without prior written authorization by the Facility Chief Executive Officer.

When a condition exists wherein there is imminent danger of injury to the public or damage to property, Contractor shall contact County's Project Director for approval before beginning the work. A written estimate shall be sent within twenty-four (24) hours for approval. Contractor shall submit a detailed invoice to County's Project Director within five (5) working days after completion of the work.

All unscheduled other work shall commence on the established specified date. Contractor shall proceed diligently to complete said work within the time allotted. The County reserves the right to perform unscheduled work itself or assign the work to another Contractor.

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PERFORMANCE REQUIREMENTS SUMMARY(PRS) CHART

REFERENCE/REQUIRED SERVICE	STANDARD PERFORMANCE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
Contract Terms and Conditions			
Contract, 7.2 Approval of Contractor's Staff	County's approval of staff.	Inspection and Observation	$50 per occurrence
Contract, 7.4 Background and Security Investigations	Contractor's staff not passing background checks are not to work at County Facilities and shall be removed from County Facilities.	Inspection and Observation	as applicable $50 per occurrence
Contract, 8.9 Compliance with Living Wage	Contractor to be in compliance with County's Living Wage program	Inspection and Observation	$100 per occurrence; possible termination for default of contract
Contract, 8.22 General Insurance Requirements	Compliance with Contract Insurance Requirements	Receipt of current COI	$100 per occurrence; termination for default of contract
Contract, 8.39 Subcontracting	Contractor shall obtain County's written approval prior to subcontracting work. Upon written approval to subcontract, Contractor shall provide all information listed in paragraph 8.39.2, including valid licenses.	Inspection and Observation	$100 per occurrence; possible termination for default of contract
Routine Landscape Maintenance Services			
SOW, 1.6 non-interference	Contractor not interfere with the public use of the premises and conducts its operations as to offer the least possible obstruction, inconvenience, disruption to the peace and quiet of area.	Observation of Response	$50 per occurrence

PERFORMANCE REQUIREMENTS SUMMARY(PRS) CHART

REFERENCE/REQUIRED SERVICE	STANDARD PERFORMANCE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
SOW, 9.2 Chemicals	All work is in compliance with the terms of Paragraph 9.2 and all Federal, State, and local laws and accomplished by a Licensed Qualified Applicator. Prior to using any and all applicable chemicals, Contractor provided as appropriate, a copy of a valid Pest Control Operator's License, Pest Control Advisor's License, or any other applicable licenses.	Receipt of documentation, Observation	$100 per occurrence; possible termination for default of contract.
SOW, 9.1.1 Hazard Reduction Pruning	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 9.1.2 Mowing	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 9.1.3 Edging	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 9.1.4 Hedge Trimming	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 9.2.4 Ground Cover	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 9.2.5 Hazardous Materials	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 9.2.6 Irrigation	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 9.2.7 Irrigation System Maintenance	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 9.2.8 Litter Control	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 9.2.9 Raking	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 9.2.10 Rodent Control	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 9.2.11 Trash Bins	100% Completion of Required Services	Inspection and Observation	$200 per occurrence
SOW, 9.2.12 Weed Control	100% Completion of Required Services	Inspection and Observation	$50 per occurrence

PERFORMANCE REQUIREMENTS SUMMARY(PRS) CHART

REFERENCE/REQUIRED SERVICE	STANDARD PERFORMANCE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
SOW, 6.3 Project Manager	Provide a Project Manager accessible all hours 365 days/year. Must read, speak, and understand English.	Inspection and Observation	
SOW, 6.4 Personnel	Contractor shall assign a sufficient number of employees to perform the required work.	Inspection and Observation	$100 per occurrence
SOW, 6.5 Uniforms/I.D. badges	Contractor to ensure all employees wear approved uniforms and I.D. badges.	Inspection and Observation	$50 per occurrence
SOW, 6.7 Training	Provide Training Programs for new employees.	Provide copies of Programs upon County request	$50 per occurrence
SOW, 6.8 Contractor's Office/inquiries and complaints	Contractor to maintain an office in Los Angeles County. Must be staffed 8-5 M-F. When closed, must have answering service, cellular phone or pager to respond to County calls within 2 hours. Maintain a written log of all complaints, the date, time, and action taken.	Inspection and Observation.	$50 per occurrence
SOW, 8.0 Work Schedules	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
UNSCHEDULED WORK - Seasonal/Periodic Landscape Services			
SOW, 10.1 Aerification	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 10.2 Disease/Insect Control	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 10.3 Fertilization (Per Application)	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 10.4 Renovation-Turf	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 10.5 Vertical Mowing	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 10.6 Turf Reseeding	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 10.7 Tree Maintenance	100% Completion of Required Services	Inspection and Observation	$1000 per occurrence

PERFORMANCE REQUIREMENTS SUMMARY(PRS) CHART

REFERENCE/REQUIRED SERVICE	STANDARD PERFORMANCE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
SOW, 10.8 Tree Pruning	100% Completion of Required Services	Inspection and Observation	$500 per occurrence
SOW, 10.9 Palm Tree Care	100% Completion of Required Services	Inspection and Observation	$500 per occurrence
SOW, 11.0 Other Work	100% Completion of Required Services	Inspection and Observation	$50 per occurrence

ATTACHMENT B

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES:

Prepared: _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

_____

_____

Signature of County Representative: _____ Date: _____

Deadline for Completion: Date: _____

CONTRACTOR RESPONSE: (Cause and Corrective Action):

_____

_____

Signature of County Representative: _____ Date: _____

COUNTY EVALUATION OF CONTRACTOR RESPONSE:

_____

_____

Signature of County Representative: _____ Date: _____

COUNTY ACTIONS: _____

_____

_____

CONTRACTOR NOTIFIED OF ACTION: _____ _____

Signature of County Representative: _____ Date: _____

Signature of County Representative: _____ Date: _____

EXHIBIT B-1

DEPARTMENT OF HEALTH SERVICES

PRICE SHEET

SPECIFIC WORK REQUIREMENTS – ROUTINE LANDSCAPE SERVICES

CONTRACTOR: AMERICAN HERITAGE LANDSCAPE LP

AGREEMENT NO._____

FACILITY GROUP A	SERVICE FREQUENCY*	TOTAL MONTHLY COST
Olive View/UCLA Medical Center 14445 Olive View Drive Sylmar, CA 91342	**DAILY**	**$7,898.99**
Mid-Valley Comprehensive Health Center 7515 Van Nuys Boulevard Van Nuys, CA 91405	**DAILY**	**$1,024.06**
San Fernando Health Center 1212 Pico Street San Fernando, CA 91340	**DAILY**	**$1,024.06**

* Contractor shall provide all landscape services under the frequencies specified in Statement of Work (SOW) at the cost described herein, unless instructed otherwise on the Facility Landscape Specification Sheet in SOW, EXHIBIT C. The monthly cost shall be all inclusive and includes but not limited to all administrative costs, labor, supervision, materials, transportation, taxes, equipment and supplies, dumping fees.

EXHIBIT B-2

DEPARTMENT OF HEALTH SERVICES

PRICE SHEET

UNSCHEDULED WORK - SEASONAL/PERIODIC/OTHER SERVICES

Facility	**OLIVE VIEW UCLA MEDICAL CENTER**
Address	14445 Olive View Drive, Sylmar, CA 91342
Hours of Operation	Services to be provided between the hours of 6 a.m to 6 p.m. M-F, and 6 a.m. to 11 a.m on Saturday

I. SEASONAL/PERIODIC LANDSCAPE MAINTENANCE SERVICES

TASK		Staff Hours Per Frequency	Frequency	Total Maximum Frequency Cost	Total Maximum Cost Per Contract Year
Aerification (SOW, Paragraph 10.1)		40	Twice a year	$2,400	$4,800
Disease/Insect Control (SOW, Paragraph 10.2)		16	As needed	$250	$1,500
Fertilization (SOW, Paragraph 10.3)		16	Twice per year	$3,860	$7,720
Renovation-Turf (SOW, Paragraph 10.4)		66	As requested	$14,720	$14,720
Vertical Mowing (SOW, Paragraph 10.5)		60	Annually	$5,840	$5,840
Turf Reseeding (SOW, Paragraph 10.6)		40	As requested	$8,880	$8,880
Rodent Control (SOW, Paragraph 9.2.10)		16	As needed	$250	$1,500
Tree Maintenance * (SOW, Paragraph 10.12)					
Coarse Pruning			1x/3yrs		
Medium Pruning	60			$10,800	$3,600
Fine Pruning	120			$30,000	$10,000
Raising Branches					
Crown Cleaning	40			$6,000	$2,000
Crown Thinning	180			$21,600	$7,200
Crown Raising	30			$3,600	$1,200
Palm Trees (SOW 10.9)	8			$0	$0
				ANNUAL TOTAL	$51,940

* All trees shall be pruned at each Facility once during the first three years of the contract term. Provide a cost for each **Tree Maintenance** task along with a description of tree(s) to be serviced and a reasoning for selection of type of pruning to be used. Pruning definitions are listed in SOW, Paragraph 2.6, 2.8, and 2.9. Divide Total Maximum Frequency Cost by 3.
All palm trees shall be maintained at each Facility. Divide Total Maximum Frequency Cost by 3.

II. UNSCHEDULED/OTHER WORK

CLASSIFICATION	HOURLY RATE (Includes Profit & Overhead)
Pest Control Operator	$65 per hour
Irrigation Specialist	$45 per hour
Landscape Maintenance Laborer	$27 per hour

EXHIBIT B-2

DEPARTMENT OF HEALTH SERVICES

PRICE SHEET

UNSCHEDULED WORK - SEASONAL/PERIODIC/OTHER SERVICES

Facility	**MID-VALLEY COMPREHENSIVE HEALTH CENTER**
Address	7515 Van Nuys Blvd, Van Nuys, CA 91405
Hours of Operation	Services to be provided between the hours of 6 a.m to 6 p.m. M-F, and 6 a.m. to 11 a.m on Saturday

I. SEASONAL/PERIODIC LANDSCAPE MAINTENANCE SERVICES

TASK		Staff Hours Per Frequency	Frequency	Total Maximum Frequency Cost	Total Maximum Cost Per Contract Year
Aerification (SOW, Paragraph 10.1)			NONE		
Disease/Insect Control (SOW, Paragraph 10.2)		4	As needed	$360	$2,600
Fertilization (SOW, Paragraph 10.3)			NONE		
Renovation-Turf (SOW, Paragraph 10.4)			NONE		
Vertical Mowing (SOW, Paragraph 10.5)			NONE		
Turf Reseeding (SOW, Paragraph 10.6)			NONE		
Rodent Control (SOW, Paragraph 9.2.10)		8	As needed	$520	$6,240
Tree Maintenance * (SOW, Paragraph 10.12)					
Coarse Pruning			1x/3yrs		
Medium Pruning					
Fine Pruning	4	8		$450	$150
Raising Branches					
Crown Cleaning					
Crown Thinning					
Crown Raising					
Palm Trees (SOW 10.9)					
				ANNUAL TOTAL	$8,990

* All trees shall be pruned at each Facility once during the first three years of the contract term. Provide a cost for each **Tree Maintenance** task along with a description of tree(s) to be serviced and a reasoning for selection of type of pruning to be used. Pruning definitions are listed in SOW, Paragraph 2.6, 2.8, and 2.9. Divide Total Maximum Frequency Cost by 3.
All palm trees shall be maintained at each Facility. Divide Total Maximum Frequency Cost by 3.

II. UNSCHEDULED/OTHER WORK

CLASSIFICATION	HOURLY RATE (Includes Profit & Overhead)
Pest Control Operator	$65 per hour
Irrigation Specialist	$45 per hour
Landscape Maintenance Laborer	$27 per hour

EXHIBIT B-2

DEPARTMENT OF HEALTH SERVICES

PRICE SHEET

UNSCHEDULED WORK - SEASONAL/PERIODIC/OTHER SERVICES

Facility	**SAN FERNANDO HEALTH CENTER**
Address	1212 Pico Street, San Fernando, CA 91340
Hours of Operation	Services to be provided between the hours of 6 a.m to 6 p.m. M-F, and 6 a.m. to 11 a.m on Saturday

I. SEASONAL/PERIODIC LANDSCAPE MAINTENANCE SERVICES

TASK		Staff Hours Per Frequency	Frequency	Total Maximum Frequency Cost	Total Maximum Cost Per Contract Year
Aerification (SOW, Paragraph 10.1)			NONE		
Disease/Insect Control (SOW, Paragraph 10.2)		4	As needed	$320	$2,600
Fertilization (SOW, Paragraph 10.3)		1	As needed	$40	$200
Renovation-Turf (SOW, Paragraph 10.4)			NONE		
Vertical Mowing (SOW, Paragraph 10.5)			NONE		
Turf Reseeding (SOW, Paragraph 10.6)			NONE		
Rodent Control (SOW, Paragraph 9.2.10)		8	As needed	$520	$6,240
Tree Maintenance * (SOW, Paragraph 10.12)					
Coarse Pruning			1x/3yrs		
Medium Pruning					
Fine Pruning	9	32		$1,500	$500
Raising Branches					
Crown Cleaning					
Crown Thinning					
Crown Raising					
Palm Trees (SOW 10.9)					
			ANNUAL TOTAL		$9,540

* All trees shall be pruned at each Facility once during the first three years of the contract term. Provide a cost for each **Tree Maintenance** task along with a description of tree(s) to be serviced and a reasoning for selection of type of pruning to be used. Pruning definitions are listed in SOW, Paragraph 2.6, 2.8, and 2.9. Divide Total Maximum Frequency Cost by 3.
All palm trees shall be maintained at each Facility. Divide Total Maximum Frequency Cost by 3.

II. UNSCHEDULED/OTHER WORK

CLASSIFICATION	HOURLY RATE (Includes Profit & Overhead)
Pest Control Operator	$65 per hour
Irrigation Specialist	$45 per hour
Landscape Maintenance Laborer	$27 per hour

EXHIBIT C

DEPARTMENT OF HEALTH SERVICES – COUNTY OF LOS ANGELES
LANDSCAPE MAINTENANCE SERVICES
FACILITY SPECIFICATION SHEET

Facility	Olive View/UCLA Medical Center
Address	14445 Olive View Drive, Sylmar, CA 91342
Hours of Operation	Services to be provided between the hours of 6 a.m to 6 p.m. M-F, and 6 a.m. to 11 a.m on Saturday

# Trees	# Palm Trees	Shrubs Y/N	Hedges Y/N	# Planters	Grass Y/N	Irrigation System Y/N
430	8	Y	Y	0	Y	Y

Reference	Routine Landscape Maintenance	Frequency
9.1.2	Mowing	Weekly
9.1.3	Edging	Once every other week
9.1.4	Hedge Trimming	Twice a month, as needed
9.2.2	Cultivation	Once every two weeks, as needed
9.2.3	Flower Beds	Twice a month, as needed
9.2.4	Ground Cover	Twice a month, as needed
9.2.7	Irrigation System Maintenance	Each visit
9.2.8	Litter Control	Twice daily, M-F, once on Sat
9.2.9	Raking	Each visit
9.2.10	Rodent Control	As needed
9.2.12	Weed Control	Once each month
9.2	Chemical turf detailing around trees, turf boundaries and various irrigation components	Once every two months
9.2	Chemical application to beds, planters, walkways, medians, curb and gutter expansion joints in all hard surface areas, slopes, hillsides	Once each month
9.12	Hazard Reduction Pruning (HRP)	As needed
9.15	Interior Plants	As needed
Reference	**Unscheduled Work - Seasonal/Periodic/Other Services**	**Frequency**
10.1	Aerification	Twice a year
10.2	Disease/Insect Control	As needed
10.3	Fertilization	Twice per year
10.4	Turf Renovation	As requested
10.5	Vertical Mowing	Annually
10.6	Turf Reseeding/Restoration of Bare Areas	As requested
10.7 10.8	Tree Maintenance Tree Pruning	All trees -once in 3 year contract term
11.0	Other Work/Unscheduled Work	As requested

Describe Special Operational Requirements

- Blowing is preferred by Facility.
- All grass clippings shall be mulched back into lawns on the same day the area is mowed.
- OVMC will be responsible for the repair or replacement of the leaking main irrigation lines.
- SOW, Paragraphs 9.2, &10.2: material used for this purpose must be approved by the Facility's Safety Officer.

* **Approximate Number. Proposal included a total cost for Tree Maintenance of ALL trees at facility.**

Contract Monitor:_____

EXHIBIT C

DEPARTMENT OF HEALTH SERVICES – COUNTY OF LOS ANGELES
LANDSCAPE MAINTENANCE SERVICES
FACILITY SPECIFICATION SHEET

Facility	Mid-Valley Comprehensive Health Center
Address	7515 Van Nuys Boulevard, Van Nuys, CA 91405
Hours of Operation	Services to be provided between the hours of 6 a.m to 6 p.m. M-F, and 6 a.m. to 11 a.m on Saturday

# Trees	# Palm Trees	Shrubs Y/N	Hedges Y/N	# Planters	Grass Y/N	Irrigation System Y/N
3	0	N	N	3	N	Y

Reference	Routine Landscape Maintenance	Frequency
9.1.2	Mowing	NONE
9.1.3	Edging	NONE
9.1.4	Hedge Trimming	Twice a month, as needed
9.2.2	Cultivation	NONE
9.2.3	Flower Beds	NONE
9.2.4	Ground Cover	NONE
9.2.7	Irrigation System Maintenance	NONE
9.2.8	Litter Control	Twice daily, M-F, once on Sat
9.2.9	Raking	NONE
9.2.10	Rodent Control	As needed
9.2.12	Weed Control	NONE
9.2	Chemical turf detailing around trees, turf boundaries and various irrigation components	Once every two months
9.2	Chemical application to beds, planters, walkways, medians, curb and gutter expansion joints in all hard surface areas, slopes, hillsides	Once each month
9.12	Hazard Reduction Pruning (HRP)	As needed
9.15	Interior Plants	As needed
Reference	**Unscheduled Work - Seasonal/Periodic/Other Services**	**Frequency**
10.1	Aerification	NONE
10.2	Disease/Insect Control	As needed
10.3	Fertilization	NONE
10.4	Turf Renovation	NONE
10.5	Vertical Mowing	NONE
10.6	Turf Reseeding/Restoration of Bare Areas	NONE
10.7 10.8	Tree Maintenance Tree Pruning	All trees -once in 3 year contract term
11.0	Other Work/Unscheduled Work	As requested

Describe Special Operational Requirements
- Blowing is preferred by Facility. - OVMC will be responsible for the repair or replacement of the leaking main irrigation lines. - SOW, Paragraphs 9.2, &10.2 Any material used for this purpose must be approved by the Facility's Safety Officer.

* **Approximate Number. Proposal included a total cost for Tree Maintenance of ALL trees at facility.**

Contract Monitor:_____

EXHIBIT C

DEPARTMENT OF HEALTH SERVICES – COUNTY OF LOS ANGELES
LANDSCAPE MAINTENANCE SERVICES
FACILITY SPECIFICATION SHEET

Facility	San Fernando Health Center
Address	1212 Pico Street, San Fernando CA 91340
Hours of Operation	Services to be provided between the hours of 6 a.m to 6 p.m. M-F, and 6 a.m. to 11 a.m on Saturday

# Trees	# Palm Trees	Shrubs Y/N	Hedges Y/N	# Planters	Grass Y/N	Irrigation System Y/N
9	0	Y	Y	7	N	Y

Reference	Routine Landscape Maintenance	Frequency
9.1.2	Mowing	NONE
9.1.3	Edging	NONE
9.1.4	Hedge Trimming	Twice a month, as needed
9.2.2	Cultivation	NONE
9.2.3	Flower Beds	Twice a month, as needed
9.2.4	Ground Cover	Twice a month, as needed
9.2.7	Irrigation System Maintenance	Each visit
9.2.8	Litter Control	Once daily, M-F
9.2.9	Raking/Blowing	Each Visit
9.2.10	Rodent Control	As needed
9.2.12	Weed Control	Once each month
9.2	Chemical turf detailing around trees, turf boundaries and various irrigation components	Once every two months
9.2	Chemical application to beds, planters, walkways, medians, curb and gutter expansion joints in all hard surface areas, slopes, hillsides	Once each month
9.12	Hazard Reduction Pruning (HRP)	As needed
9.15	Interior Plants	As needed
Reference	**Unscheduled Work - Seasonal/Periodic/Other Services**	**Frequency**
10.1	Aerification	NONE
10.2	Disease/Insect Control	As needed
10.3	Fertilization	As needed
10.4	Turf Renovation	NONE
10.5	Vertical Mowing	NONE
10.6	Turf Reseeding/Restoration of Bare Areas	NONE
10.7 10.8	Tree Maintenance Tree Pruning	All trees -once in 3 year contract term
11.0	Other Work/Unscheduled Work	As requested

Describe Special Operational Requirements

- Blowing is preferred by Facility.
- All grass clippings shall be mulched back into lawns on the same day the area is mowed.
- OVMC will be responsible for the repair or replacement of the leaking main irrigation lines.
- SOW, Paragraphs 9.2, &10.2 Any material used for this purpose must be approved by the Facility's Safety Officer.

* **Approximate Number. Proposal included a total cost for Tree Maintenance of ALL trees at facility.**

Contract Monitor:_____

EXHIBIT D

CONTRACTOR'S EEO CERTIFICATION

AMERICAN HERITAGE LANDSCAPE LP

Company Name

7945 Deering Ave Canoga Park, 91304

Address
20-585-2038

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Contractor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Contractor has written policy statement prohibiting discrimination in all phases of employment.	( )	( )
2. Contractor periodically conducts a self-analysis or utilization analysis of its work force.	( )	( )
3. Contractor has a system for determining if its employment practices are discriminatory against protected groups.	( )	( )
4. When areas are identified in employment practices, Contractor has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	( )	( )

Signature

Date

David Price, CFO

Name and Title of Signer (please print)

EXHIBIT E

COUNTY'S ADMINISTRATION

FACILITY GROUP D
(OLIVE VIEW UCLA MC, MID VALLEY CHC, SAN FERNANDO HC)

FACILITY CEO/ADMINISTRATOR:

Name: _____

Title: _____

Address: _____

Telephone: ( ) _____

Facsimile: ( ) _____

E-Mail Address: _____

FACILITY PROJECT MANAGER/FACILITY DESIGNEE:

Name: _____

Title: _____

Address: _____

Telephone: ( ) _____

Facsimile: ( ) _____

E-Mail Address: _____

FACILITY PROJECT MONITOR:

Name: _____

Title: _____

Address: _____

Telephone: ( ) _____

Facsimile: ( ) _____

E-Mail Address: _____

EXHIBIT F

CONTRACTOR'S ADMINISTRATION

NAME OF CONTRACTOR : AMERICAN HERITAGE LANDSCAPE LP

FACILITY GROUP D: OLIVE VIEW UCLA MC, MID VALLEY CHC, SAN FERNANDO HC

CONTRACTOR'S PROJECT MANAGER: _____

Name: _____

Title: _____

Address: _____

Telephone: ( ) _____

Facsimile: ( ) _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S) _____

Name: _____

Title: _____

Address: _____

Telephone: ( ) _____

Facsimile: ( ) _____

E-Mail Address: _____

_____

Name: _____

Title: _____

Address: _____

Telephone: ( ) _____

Facsimile: ( ) _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following address: _____

Name: _____

Title: _____

Address: _____

Telephone: ( ) _____

Facsimile: ( ) _____

E-Mail Address: _____

EXHIBIT G

Title 2 ADMINISTRATION

Chapter 2.203.010 through 2.203.090

CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or

6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief executive officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.
This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28,2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

2.203.040 Contractor Jury Service Policy.
A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

2.203.050 Other Provisions.
A. Administration. The chief executive officer shall be responsible for the administration of this chapter. The chief executive officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

2.203.060 Enforcement and Remedies.
For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor.

2.203.070. Exceptions.
A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
   1. Has ten or fewer employees during the contract period; and,

   2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

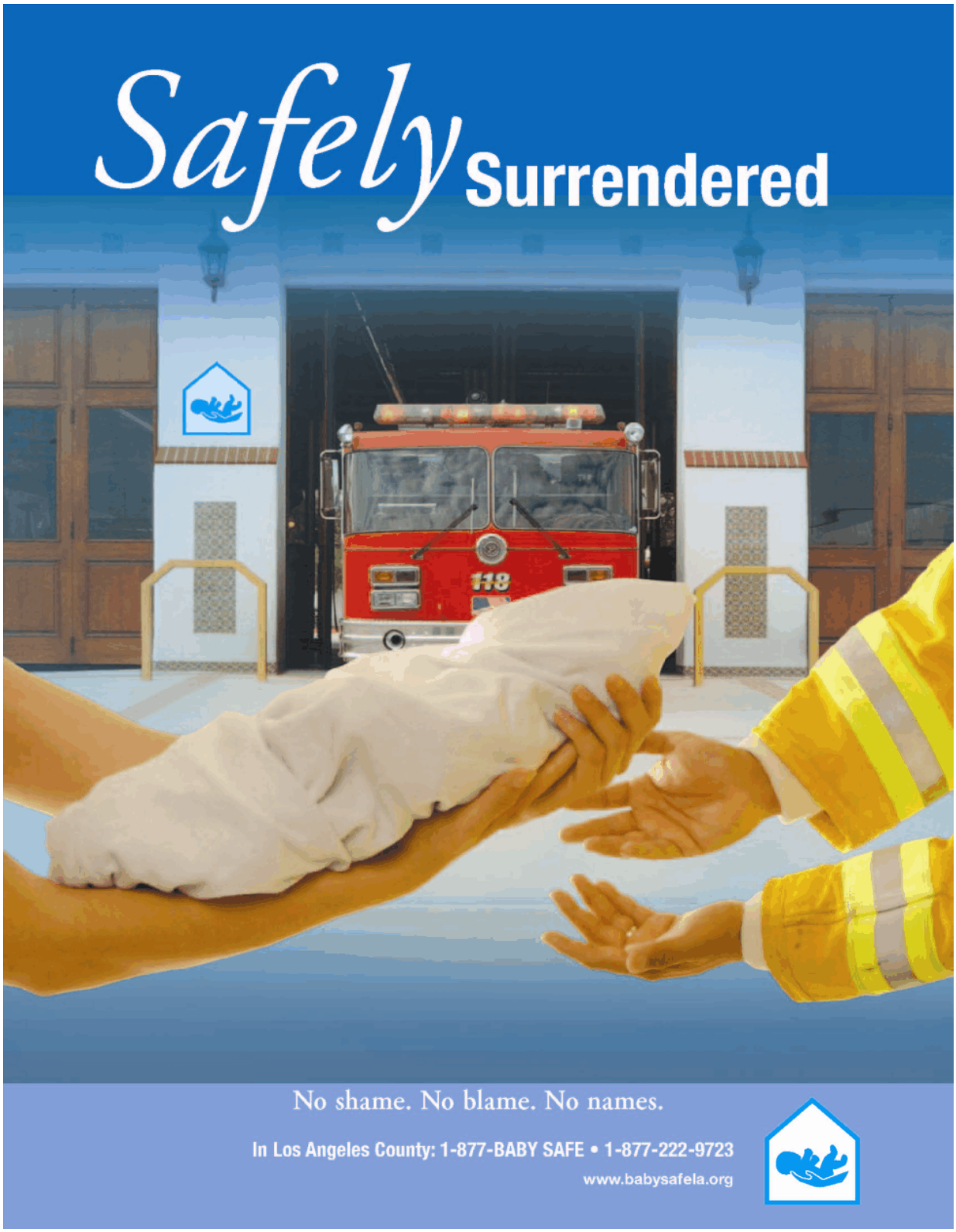
   3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed $500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.


Safely Surrendered
118
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723
www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at **1-800-540-4000**.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

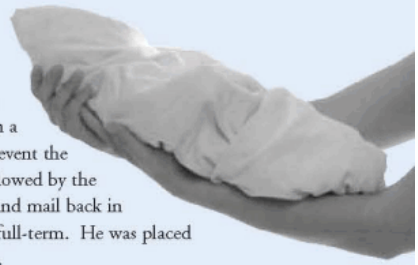
What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the **Safely Surrendered Baby Law** is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The **Safely Surrendered Baby Law** prevents this tragedy from ever happening again in California.

A baby's story



Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.

2.201.010 Findings.
The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles. (Ord. 2007-0011 § 1, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.020 Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

A. "County" includes the county of Los Angeles, any county officer or body, any county department head, and any county employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.

B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a county of Los Angeles owned or leased facility.

C. "Employer" means:

1. An individual or entity who has a contract with the county:

   a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or

   b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and

   c. Who has received or will receive an aggregate sum of $25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or

2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the county.

D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the chief administrative officer, but in no event less than 35 hours worked per week.

E. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq. of this code, entitled Contracting with Private Business. (Ord. 2007-0011 § 2, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.030 Prospective effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their

amendments in effect before this chapter becomes applicable. (Ord. 99-0048 § 1 (part), 1999.)
* **Editor's note:** Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

2.201.040 Payment of living wage.

A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be $9.64 per hour with health benefits, or $11.84 per hour without health benefits.

B. To qualify for the living wage rate with health benefits, an employer shall pay at least $2.20 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.

C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section, above for future contracts. Any adjustments to the living wage rate specified in subsections A and B that are adopted by the board of supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments which become effective three months or more after the effective date of the ordinance that adjusts the living wage rate. (Ord. 2007-0011 § 3, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.050 Other provisions.

A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.

B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

C. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The chief administrative officer in conjunction with the affirmative action compliance officer shall issue written instructions on the implementation and on-going administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the chief administrative officer in conjunction with the affirmative action compliance officer. The affirmative action compliance officer in conjunction with the chief administrative officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.

E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ord. 99-0048 § 1 (part), 1999.)

2.201.060 Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ord. 99-0048 § 1 (part), 1999.)

2.201.070 Employee retention rights.

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

A. A "retention employee" is an employee of a predecessor employer:

1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;

2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and

3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.

B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.

C. A subsequent employer is not required to hire a retention employee who:

1. Has been convicted of a crime related to the job or his or her job performance; or

2. Fails to meet any other county requirement for employees of a contractor.

D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ord. 99-0048 § 1 (part), 1999.)

2.201.080 Enforcement and remedies.

For violation of any of the provisions of this chapter:

A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.

B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:

1. Assess liquidated damages as provided in the contract; and/or

2. Recommend to the board of supervisors the termination of the contract; and/or

3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code. (Ord. 2007-0011 § 4, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.090 Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.

B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.

D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:

1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and

2. Has 20 or fewer employees during the contract period, including full time and part time employees; and

3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed $1,000,000.00; or

4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed $2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full time and part time employees, and more than $1,000,000.00 in annual gross revenues or $2,500,000.00 in annual gross revenues if a technical or professional service.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 99-0055 § 1, 1999: Ord. 99-0048 § 1 (part), 1999.)

2.201.100 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 99-0048 § 1 (part), 1999.

EXHIBIT J

Exhibit IX

COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE

MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

Instruction Box: Please complete all sections of this form. *(Information to complete this form can be obtained from your weekly certified payroll reports)* Submit this form with your Certified Payroll Reports to the awarding County department. Be sure to complete and sign the reverse side of this form before submitting.

(1) Name: Contractor ☐ Subcontractor ☐

Address: (Street, City, State, Zip)

(2) Payroll No.:

(3) Work Location:

(4) From payroll period: ___/___/___ to payroll period: ___/___/___

(5) For Month Ending:

(6) Department Name:

(7) Contract Service Description:

(8) Contract Name & Number:

(9) Contractor Health Plan Name(s):

(10) Contractor Health Plan ID Number(s):

(11) Employee Name, Address & Last 4 digits of SS#	(12) Work Classification	(13) Total Hours Worked Each Week of Monthly Pay Period					(14) Total Aggregate Hours	(15) Employer Paid Health Benefit Hourly Rate	(16) Gross Amount Paid (14x15)	(17) Employee Paid Health Benefit Hourly Rate	(18) Gross Amount Paid (14x17)	(19) Aggregate $ Health Benefits Paid (16+18)
		1	2	3	4	5						
1												
2												
3												
4												
5												
I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.	Total (This Page)											
Print Authorized Name:	Grand Total (All Pages)											

Authorized Signature: Date: / /

Title:

Telephone Number (include area code) ( )

Page: _____ of _____

EXHIBIT K

COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
PAYROLL STATEMENT OF COMPLIANCE

I, _____, _____
(Name of Owner or Company Representative) (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by
_____ on the _____ ;
(Company or subcontractor Name) (Service, Building or Work Site)
that during the payroll period commencing on the _____ day of _____,and
(Calendar day of Month) (Month and Year)
ending the _____ day of _____ all persons employed on said work site
(Calendar day of Month) (Month and Year)
have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of _____
(Company Name)
from the full weekly wages earned by any person and that no deductions have been made either directly or in directly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

2. That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for employees contained therein are not less than the applicable County of Los Angeles Living Wage rates contained in the contract.

3. That:
   A. WHERE FRINGE (Health) BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS

      □ In addition to the basic hourly wage rates paid to each employee listed in the above referenced payroll, payments of health benefits as required in the contract have been or will be paid to appropriate programs for the benefit of such employees.

   B. WHERE FRINGE (Health) BENEFITS ARE PAID IN CASH

      □ Each employee listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the applicable amount of the required County of Los Angeles Living Wage hourly rate as listed in the contract.

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.	
Print Name and Title	Owner or Company Representative Signature:
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD OF THREE (3) YEARS.	

EXHIBIT L

COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE - PAYROLL REPORTING FORM

PAGE _____ OF _____

(1) ☐ CONTRACTOR	☐ SUBCONTRACTOR	(6) CONTRACT NO.:
(2) NAME:		(7) TYPE OF SERVICE:
(3) ADDRESS:		(8) WORK LOCATION(S):
(4) CONTACT PERSON:	(5) TELEPHONE: ( )	(9) PAYROLL PERIOD (Beginning and end dates):

(10) NAME / ADDRESS	(11) Last 4 SS #:	(14) Position Title	(15) DAY AND DATE 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	XXX	(16) Total Hours	(17) Pay Rate	(18) Gross	(19) DEDUCTIONS Medi-SS FICA	(20) Fed Tax	(21) State Tax	(22) Hlth. Ins.	(23) Other	(24) Total Deduct	(25) Net Wages
			16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31										
	(12) ☐ Full																											
	☐ Part	County																										
	(13) Health Ins.	OT																										
	☐ Yes	Other Job																										
	☐ No	OT																										

(10) NAME / ADDRESS	(11) Last 4 SS #:	(14) Position Title	(15) DAY AND DATE 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	XXX	(16) Total Hours	(17) Pay Rate	(18) Gross Pay	(19) DEDUCTIONS Medi-SS FICA	(20) Fed Tax	(21) State Tax	(22) Hlth. Ins.	(23) Other	(24) Total Deduct	(25) Net Wages
			16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31										
	(12) ☐ Full																											
	☐ Part	County																										
	(13) Health Ins.	OT																										
	☐ Yes	Other Job																										
	☐ No	OT																										

(10) NAME / ADDRESS	(11) Last 4 SS #:	(14) Position Title	(15) DAY AND DATE 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	XXX	(16) Total Hours	(17) Pay Rate	(18) Gross	(19) DEDUCTIONS Medi-SS FICA	(20) Fed Tax	(21) State Tax	(22) Hlth. Ins.	(23) Other	(24) Total Deduct	(25) Net Wages
			16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31										
	(12) ☐ Full																											
	☐ Part	County																										
	(13) Health Ins.	OT																										
	☐ Yes	Other Job																										
	☐ No	OT																										

(10) NAME / ADDRESS	(11) Last 4 SS #:	(14) Position Title	(15) DAY AND DATE 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	XXX	(16) Total Hours	(17) Pay Rate	(18) Gross	(19) DEDUCTIONS Medi-SS FICA	(20) Fed Tax	(21) State Tax	(22) Hlth. Ins.	(23) Other	(24) Total Deduct	(25) Net Wages
			16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31										
	(12) ☐ Full																											
	☐ Part	County																										
	(13) Health Ins.	OT																										
	☐ Yes	Other Job																										
	☐ No	OT																										

EXHIBIT M

CONTRACTOR ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract.)

CONTRACTOR NAME _____ Contract No._____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgment and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware. Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

Printed Name: _____

Title: _____

Signature: _____

EXHIBIT N

CHARITABLE CONTRIBUTIONS CERTIFICATION

AMERICAN HERITAGE LANDSCAPE LP

Company Name

7945 Deering Ave Canoga Park, 91304

Address

205852038

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of 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

☐ 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 Date

DAVID PRICE, CFO

Name and Title of Signer (please print)

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES

AND

AMERICAN HERITAGE LANDSCAPE LP

FOR

LANDSCAPE MAINTENANCE SERVICES AT

HEALTH SERVICES ADMINISTRATION
HEALTH SERVICES ADMINISTRATION-COMMERCE
CENTRAL HEALTH CENTER

77190

CONTRACT PROVISIONS
TABLE OF CONTENTS

PARAGRAPH TITLE PAGE

RECITALS 1

1.0 APPLICABLE DOCUMENTS 2

2.0 DEFINITIONS 2

3.0 WORK 3

4.0 TERM OF CONTRACT 4

5.0 CONTRACT SUM 4

6.0 ADMINISTRATION OF CONTRACT- COUNTY 7

6.1 FACILITY CEO 8

6.2 FACILITY PROJECT MANAGER/FACILITY DESIGNEE 8

6.3 FACILITY PROJECT MONITOR 8

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR 7

7.1 CONTRACTOR'S PROJECT MANAGER 8

7.2 APPROVAL OF CONTRACTOR'S STAFF 8

7.3 CONTRACTOR STAFF IDENTIFICATION 8

7.4 BACKGROUND & SECURITY INVESTIGATIONS 8

7.5 CONFIDENTIALITY 9

8.0 STANDARD TERMS AND CONDITIONS

8.1 ASSIGNMENT AND DELEGATION 9

8.2 AUTHORIZATION WARRANTY 10

8.3 BUDGET REDUCTIONS 10

8.4 AMENDMENTS AND ADMINISTRATIVE AMENDMENTS 10

CONTRACT PROVISIONS
TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
8.5	COMPLAINTS	11
8.6	COMPLIANCE WITH APPLICABLE LAW	12
8.7	COMPLIANCE WITH CIVIL RIGHTS LAWS	12
8.8	COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM	13
8.9	COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM	14
8.10	CONFLICT OF INTEREST	21
8.11	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST	21
8.12	CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS	22
8.13	CONTRACTOR'S RESPONSIBILITY AND DEBARMENT	22
8.14	CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	24
8.15	COUNTY'S QUALITY ASSURANCE PLAN	24
8.16	DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS	25
8.17	EMPLOYMENT ELIGIBILITY VERIFICATION	25
8.18	FACSIMILE REPRESENTATIONS	25
8.19	FAIR LABOR STANDARDS	25
8.20	GOVERNING LAW, JURISDICTION, AND VENUE	26
8.21	INDEPENDENT CONTRACTOR STATUS	26
8.22	INDEMNIFICATION	26
8.23	GENERAL INSURANCE REQUIREMENTS	27
8.24	INSURANCE COVERAGE REQUIREMENTS	29
8.25	LIQUIDATED DAMAGES	29

CONTRACT PROVISIONS
TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
8.26	MOST FAVORED PUBLIC ENTITY	30
8.27	NONDISCRIMINATION AND AFFIRMATIVE ACTION	30
8.28	NON EXCLUSIVITY	31
8.29	NOTICE OF DELAYS	31
8.30	NOTICE OF DISPUTES	31
8.31	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	31
8.32	NOTICES	32
8.33	PROHIBITION AGAINST INDUCEMENT OR PERSUASION	32
8.34	PUBLIC RECORDS ACT	32
8.35	PUBLICITY	32
8.36	RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT	33
8.37	RECYCLED BOND PAPER	34
8.38	SAFELY SURRENDERED BABY LAW	35
8.39	SUBCONTRACTING	35
8.40	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE	36
8.41	TERMINATION FOR CONVENIENCE	36
8.42	TERMINATION FOR DEFAULT	36
8.43	TERMINATION FOR IMPROPER CONSIDERATION	38
8.44	TERMINATION FOR INSOLVENCY	39
8.45	TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE	39
8.46	TERMINATION FOR NON-APPROPRIATION OF FUNDS	39

CONTRACT PROVISIONS
TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
8.47	TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM	39
8.48	VALIDITY	40
8.49	WAIVER	40
8.50	WARRANTY AGAINST CONTINGENT FEES	41
8.51	COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)	41
8.52	LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM	41
8.53	CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE	42
8.54	FORCE MAJEURE	42
8.55	CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM	43
8.56	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN .... COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM	43
SIGNATURES		**44**

EXHIBITS
A STATEMENT OF WORK
B -1 PRICE SHEET - SPECIFIC WORK RQUIREMENTS - ROUTINE SERVICES
B -2 PRICE SHEET – UNSCHEDULED WORK – SEASONAL/PERIODIC SERVICES
C FACILITY SPECIFICATION SHEET
D CONTRACTOR'S EEO CERTIFICATION
E COUNTY'S ADMINISTRATION
F CONTRACTOR'S ADMINISTRATION
G JURY SERVICE ORDINANCE
H SAFELY SURRENDERED BABY LAW
I LIVING WAGE ORDINANCE
J MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS
K PAYROLL STATEMENT OF COMPLIANCE
L LWO – PAYROLL REPORTING FORM
M CONTRACTOR ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT
N CHARITABLE CONTRIBUTIONS CERTIFICATION

Contract # _____

LANDSCAPE MAINTENANCE SERVICES AGREEMENT

This Agreement is made and entered into this 1st day of December, 2010; 09

by and between COUNTY OF LOS ANGELES (hereafter County"),

and

AMERICAN HERITAGE LANDSCAPE LP (hereafter "Contractor").

RECITALS

WHEREAS, pursuant to California Health and Safety Code Sections 1441 and 1445, County has established and operates, through its Department of Health Services (hereafter "DHS"), Health Services Administration, 313 N. Figueroa Street, Los Angeles California, 90012, Health Services Administration-Commerce, 5555 Ferguson Drive, Commerce, California, 90022, and Central Health Center, 241 N. Figueroa Street, Los Angeles, California, 90012, (hereafter "Facility" or "Medical Center"); and

WHEREAS, County is authorized by Los Angeles County Code Section 2.121.250 et seq. to contract with private businesses to perform personal services when it is more economical or feasible to do so; and

WHEREAS, the County has determined that it is legal, feasible and cost-effective to contract for landscape services; and

WHEREAS, Contractor is duly licensed and certified under the laws of the State of California to engage in the business of providing landscape maintenance services as described hereunder; and

WHEREAS, this Agreement is authorized by California Government Code Sections 23004 and 26227.

271190

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K L, M, and N are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority:

1.1	EXHIBIT A -	Statement of Work
1.2	EXHIBIT B -1 -	Price Sheet - Specific Work Requirements - Routine Service
1.3	EXHIBIT B -2 -	Price Sheet - Unscheduled Work – Seasonal/Periodic Services
1.4	EXHIBIT C -	Facility Specification Sheet
1.5	EXHIBIT D -	Contractor's EEO Certification
1.6	EXHIBIT E -	County's Administration
1.7	EXHIBIT F -	Contractor's Administration
1.8	EXHIBIT G -	Jury Service Ordinance
1.9	EXHIBIT H -	Safely Surrendered Baby Law
1.10	EXHIBIT I -	Living Wage Ordinance
1.11	EXHIBIT J -	Monthly Certification for Applicable Health Benefit Payments
1.12	EXHIBIT K -	Payroll Statement of Compliance
1.13	EXHIBIT L -	LWO – Payroll Reporting Form
1.14	EXHIBIT M -	Contractor Acknowledgment and Confidentiality Agreement
1.15	EXHIBIT N -	Charitable Contributions Certification

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Paragraph 8.4 – Amendments and Administrative Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1 Contract/Agreement: Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.

2.2 Contractor: The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.

2.3 Director: County's Director of Health Services, or his duly authorized designee.

2.4 Contractor Project Manager: The individual designated by the Contractor to administer the Contract operations after the Contract award.

2.5 Day(s): Calendar day(s) unless otherwise specified.

2.6 Director of Health Services (Director): County's Director of Health Services, or his duly authorized designee.

2.7 Facility: Refers to County facility where services will be rendered.

2.8 Facility Chief Executive Officer (CEO): Facility's CEO or Administrator designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the Facility Project Manager.

2.9 Facility Project Manager/Facility Designee: Person designated by Facility CEO to manage the operations under this Contract. This position may also be assigned as the Facility Project Monitor.

2.10 Facility Project Monitor: Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by Contractor.

2.11 Fiscal Year: The twelve (12) month period beginning July 1st and ending the following June 30th.

2.12 Other Work: Work which is requested by the Facility Program Manager in writing that arises out of extraordinary incidents, such as vandalism, acts of God, and third party negligence, or of which consists of requested improvement.

2.13 Quality Control Plan: All necessary measures taken by Contractor to assure that the quality of service will meet the contract requirements regarding timeliness, accuracy, appearance, completeness, consistency, and conformity to all requirements set forth in Statement of Work, Exhibit A.

2.14 Unscheduled Work - Seasonal/Periodic Landscape Maintenance Services: Landscape maintenance services which are performed during a specified time or part of the year (e.g., winter, spring, summer, fall) or which are performed intermittently (e.g., disease control, renovation of turf, and reseeding).

2.15 Contract Discrepancy Report (CDR): A report used by Contract Monitors to record discrepancies or problems with a Contractor's performance with provision of a contract. A copy of CDR is provided to a Contractor for response and corrective action as necessary.

2.16 Quality Assurance Evaluator (QAE): County officer or employee responsible for County monitoring the contract.

3.0 WORK

3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.

3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

4.1 The term of this Contract shall be for the period commencing on January 1, 2010, following execution by County's Board of Supervisors, and continuing through December 31, 2012, unless sooner terminated or extended, in whole or in part, as provided in this contract.

4.2 The County shall have the sole option to extend the Contract term for up to two (2) additional one-year periods and to further extend for up to six months, on a month-to-month basis, for a period of time not to exceed six (6) months, through June 30, 2015. All provisions of this Contract are in effect on the date the term commences and shall remain in effect for the duration of the extension. Completion for work performed during the extension period shall be prorated on a monthly basis where applicable, and on a daily basis for time periods of less than a month.

4.3 County will transition certain facilities from existing Contracts to this Contract between the Contract effective date and the Service Start Date. If Contractor is currently providing services to County, Contractor will continue to do so at existing Contract rates, until such Facility transitions are completed.

5.0 CONTRACT SUM

5.1 For all services hereunder, Contractor shall provide services at the rates listed in Exhibit B-1 and B-2, attached hereto, on billing forms approved by the County. The annual obligation of County for Contractor's performance of Specific Work Requirements - Routine Service shall not exceed Sixty-Two Thousand, Five Hundred Forty-One Dollars ($62,541). The annual obligation of County for the performance of Unscheduled Work - Seasonal/Periodic Services shall not exceed Forty One Thousand, Sixty-Three Dollars ($41,064). The annual cost of this Agreement shall not exceed One Hundred Three Thousand, Six Hundred Five Dollars ($103,605).

5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

5.3 Reimbursement for Unscheduled Work - Seasonal/Periodic Services: Seasonal/Periodic services shall be performed as described in Exhibit A, Statement of Work, Paragraph 12.0, and in accordance with the rates listed in Exhibit B-2, Price Sheet, Unscheduled Work – Seasonal/Periodic/Other Services.

Reimbursement for Seasonal/Periodic Services shall be made subsequent to receipt of a complete and correct itemized billing, as required by County, in addition to evidence of County pre-approval of services performed. The County, at its sole discretion, reserves the option to provide these services or obtain these services from another vendor. Any County funds which would have been paid to

Contractor pursuant to this Agreement for any such frequency of service which is not performed may, as determined in the sole discretion of Facility Project Manager, be used for "Unscheduled Other Work".

For Unscheduled Work - Seasonal/Periodic Services performed under this Contract, Contractor shall prepare a separate billing for Seasonal/Periodic Landscape Maintenance Services performed during the previous calendar month. Payment shall be contingent upon County inspection and approval. Billings shall be in accordance with the rates listed in Exhibit B-2 – Price Sheet, Unscheduled Work – Seasonal/Periodic/Other Services.

Contractor shall maintain copies of all estimates, invoices, receipts, and other records supporting all costs, the number of labor hours charged, and County's pre-approval of work performed. Failure to maintain records to support costs may result in the disallowance of those costs, as determined by Facility Project Manager.

5.4 Unsatisfactory Performance Deductions from the Basic Monthly Charge: During any calendar month in which the Acceptable Quality Level is not met and Contractor's performance is deemed unsatisfactory in any of the service areas listed in Exhibit A, Statement of Work, County may, in its sole discretion, make unsatisfactory performance deductions from the Basic Monthly Charge as specified in Exhibit A, Statement of Work, Attachment C, Performance Requirements Summary Chart.

5.5 No Payment for Services Provided Following Expiration/Termination of Contract

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

5.9 Invoices and Payments

5.9.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in *Exhibit A - Statement of Work* and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract.

The Contractor's payments shall be as provided in *Exhibit B-1 – Price Sheet*, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

5.9.2 The Contractor's invoices shall be priced in accordance with the rates specified in Exhibit B-1 and B-2, as applicable.

5.9.3 The Contractor's invoices shall contain the information set forth in Exhibit A - Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed. Additionally, Contractor must provide Facility Project Manager or his designee with a current list of employees including supervisors providing services at Facility with each monthly service invoice. This monthly listing should also include the total number of hours worked per employee. Contractor shall provide a more detailed listing of employees quarterly which shall include each employee's name, date of employment, date of birth, current address, phone number and the date of latest physical examination. Contractor must keep this list updated.

5.9.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

Prop A - Living Wage Program:
No invoice will be approved for payment unless the following is included:

- Exhibit J - Monthly Certification for Applicable Health Benefit Payments (if applicable)
- Exhibit K - Payroll Statement of Compliance

5.9.5 All invoices under this Contract shall be submitted in two (2) copies to the appropriate County facility as referenced in the *Statement of Work, Exhibit A.*

5.9.6 **County Approval of Invoices.** All invoices submitted by the Contractor for payment must have the written approval of the Facility Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.9.7 **Local Small Business Enterprises** – Prompt Payment Program Certified Local SBEs (if applicable) will receive prompt payment for services they provide to the County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

5.10 Cost of Living Adjustments (COLAs):
If the County elects in its' sole determination to exercise the option years, the Contract rates amount may be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for Urban Consumers (CPI-U) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the contract anniversary date. However, any increase shall not exceed the general salary movement granted to County employees as

determined by the Chief Executive Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries; no cost of living adjustments will be granted.

Where the County decides to grant a COLA pursuant to this paragraph for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this contract) from the base upon which a COLA is calculated, unless the Contractor can show that his/her labor cost will actually increase.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following Paragraphs are designated in *Exhibit E*. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 Facility Chief Executive Officer

Responsibilities of the Facility Chief Executive Officer include:

- ensuring that the objectives of this Contract are met;
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.
- resolving contractual or administrative matters relating to this Contract that cannot be resolved by the Facility Project Manager.

6.2 Facility Project Manager/Facility Designee

The responsibilities of the Facility Project Manager include:

- meeting with Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.

The Facility Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.3 Facility Project Monitor

The Facility Project Monitor is responsible for overseeing the day-to-day administration of this Contract. The Facility Project Monitor reports to the Facility Project Manager. The Facility Project Monitor on occasion may have the same duties as the Facility Project Manager.

7.0 ADMINISTRATION OF CONTRACT CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 Contractor's Project Manager is designated in *Exhibit F – Contractor's Administration*. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Contract and shall coordinate with Facility Project Manager and Facility Project Monitor on a regular basis.

7.2 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager.

7.3 Contractor's Staff Identification

7.3.1 Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge. Contractor staff, while on duty or when entering a County facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

7.3.2 If County requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately destroy the Contractor's staff's County photo identification badge at the time of removal from working on the Contract.

7.4 Background and Security Investigations

7.4.1 At any time prior to or during term of this Contract, the County may require that all Contractor staff performing work under this Contract undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Contract. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

7.4.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County conducted background clearance.

7.4.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff who do not pass such investigation to the satisfaction of the County whose background or conduct is incompatible with County facility access.

7.4.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.4, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

7.5.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.5.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

7.5.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit L.

8.0 STANDARD TERMS AND CONDITIONS

8.1 ASSIGNMENT AND DELEGATION

8.1.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.1.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

8.1.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.2 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.3 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Contractor under the Contract. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. The Contractor shall continue to provide all of the services set forth in the Contract.

8.4 AMENDMENTS AND ADMINISTRATIVE AMENDMENTS

8.4.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an amendment to this Agreement shall be prepared and executed by the Board of Supervisors and Contractor, except for the following:

8.4.1.1 Director is authorized to execute and approve at his sole discretion, Amendments due to changes in the Living Wage Ordinance.

8.4.1.2 The Director, at his/her sole discretion, is authorized to extend the contract as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions.

8.4.1.3 Director, at his/her sole discretion, is authorized to approve and execute COLAs in the option years, consistent with the Board's COLA policy, and as defined in Paragraph 5.10, Cost of Living Adjustments (COLAs).

8.4.1.4 County reserves the right to add or change the Facilities in any Facility Group County deems appropriate. County reserves the right to obtain Facility pricing or receive bids from other Contract Vendors. In the event any additions or changes are made, an Amendment shall be prepared and executed by the Director.

8.4.1.5 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Director.

8.5 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

Within ten (10) business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

8.5.1 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.5.2 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days.

8.5.3 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

8.5.4 The Contractor shall preliminarily investigate all complaints and notify the Facility Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

8.5.5 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.5.6 Copies of all written responses shall be sent to the Facility Project Manager within three (3) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D - Contractor's EEO Certification.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit G and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy

8.8.2.1 Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

8.8.2.2 For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

8.8.2.3 If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any

time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

8.8.2.4 Contractor's violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM

8.9.1 Living Wage Program

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as *Exhibit I* and incorporated by reference into and made a part of this Contract.

8.9.2 Payment of Living Wage Rates

8.9.2.1 Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County, including, without limitation, "Travel Time" as defined below at in Paragraph 8.9.2.5:

a. Not less than $11.84 per hour if, in addition to the per-hour wage, the Contractor contributes less than $2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or

b. Not less than $9.64 per hour if, in addition to the per-hour wage, the Contractor contributes at least $2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. The Contractor will be deemed to have contributed $2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County

Department of Health Services Community Health Plan. If, at any time during the Contract, the Contractor contributes less than $2.20 per hour towards the provision of bona fide health care benefits, the Contractor shall be required to pay its Employees the higher hourly living wage rate.

8.9.2.2 For purposes of this Paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of the Contractor under the laws of California, and who is providing full-time services to the Contractor, some or all of which are provided to the County under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

8.9.2.3 If the Contractor is required to pay a living wage when the Contract commences, the Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.

8.9.2.4 If the Contractor is not required to pay a living wage when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for an exception to the Living Wage Program. In either event, the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that the Contractor continues to qualify for an exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor

shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

8.9.2.5 For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time.

8.9.3 Contractor's Submittal of Certified Monitoring Reports

The Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of the Contractor's current health care benefits plan, and the Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County (*Exhibit J and Exhibit K*), or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

8.9.4 Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of the Contract, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or

unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

8.9.5 County Auditing of Contractor Records

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

8.9.6 Notifications to Employees

The Contractor shall place County-provided living wage posters at each of the Contractor's places of business and locations where the Contractor's Employees are working. The Contractor shall also distribute County-provided notices to each of its Employees at least once per year. The Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

8.9.7 Enforcement and Remedies

If the Contractor fails to comply with the requirements of this sub-paragraph, the County shall have the rights and remedies described in this sub-paragraph in addition to any rights and remedies provided by law or equity.

8.9.7.1 Remedies For Submission of Late or Incomplete Certified Monitoring Reports. If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

a. Withholding of Payment. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until the Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of $100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

c. Termination. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

8.9.7.2 Remedies for Payment of Less Than the Required Living Wage. If the Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

a. Withholding Payment. If the Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its Employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of $50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

c. Termination. The Contractor's continued failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

8.9.7.3 Debarment. In the event the Contractor breaches a requirement of this sub-paragraph, the County may, in its sole discretion, bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment.

8.9.8 Use of Full-Time Employees

The Contractor shall assign and use full-time Employees of the Contractor to provide services under the Contract unless the Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time Employees based on staffing efficiency or County requirements for the work to be performed under the Contract. It is understood and agreed that the Contractor shall not, under any circumstance, use non-full-time Employees for services provided under the Contract unless and until the County has provided written authorization for the use of same. The Contractor submitted with its proposal a full-time Employee staffing plan. If the Contractor changes its full-time Employee staffing plan, the Contractor shall immediately provide a copy of the new staffing plan to the County.

8.9.9 Contractor Retaliation Prohibited

The Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this sub-paragraph may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

8.9.10 Contractor Standards

During the term of the Contract, the Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the County, the Contractor shall demonstrate to the satisfaction of the County that the Contractor is complying with this requirement.

8.9.11 Employee Retention Rights

8.9.11.1 The Contractor shall offer employment to all retention employees who are qualified for such jobs. A "retention employee" is an individual:

a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and
b. Who has been employed by a Contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six months prior to the date of this new Contract, which predecessor contract was terminated by the County prior to its expiration; and
c. Who is or will be terminated from his or her employment as a result of the County entering into this new contract.

8.9.11.2 The Contractor is not required to hire a retention employee who:

a. Has been convicted of a crime related to the job or his or her performance; or
b. Fails to meet any other County requirement for employees of a Contractor.
c. The Contractor shall not terminate a retention employee for the first 90 days of employment under the contract, except for cause. Thereafter, the Contractor may retain a retention employee on the same terms and conditions as the Contractor's other employees.

8.9.12 Neutrality in Labor Relations

The Contractor shall not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

8.10 CONFLICT OF INTEREST

8.10.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.10.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Contract.

8.11 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give **first consideration** for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.12 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.13 CONTRACTOR'S RESPONSIBILITY AND DEBARMENT

8.13.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

8.13.2 Chapter 2.202 of the County Code

The Proposer is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

8.13.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.13.4 County's Contractor Hearing Board

If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the County's Contractor Hearing Board.

The County's Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the County's Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the County's Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the County's Contractor Hearing Board.

If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

The County's Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the County's Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the County's Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the

County's Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The County's Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The County's Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the County's Contractor Hearing Board.

8.13.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.14.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

8.14.2 As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the federal Social Security Act [(42 USC section 653 (a)] and California Unemployment Insurance Code section 1088.55, and shall implement all lawfully served Wage and Earnings Withholdings Orders or Child Support Services Department ("CSSD") Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure section 706.031 and Family Code section 5246 (b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.16.1 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 or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments and Administrative Amendments prepared pursuant to Sub-paragraph 8.4, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments and Administrative Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of “original” versions of such documents.

8.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the

Contractor's employees for which the County may be found jointly or solely liable.

8.20 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.21 INDEPENDENT CONTRACTOR STATUS

8.21.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.21.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.21.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.21.4 The Contractor shall adhere to the provisions stated in Paragraph 7.5 - Confidentiality.

8.22 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

8.23 GENERAL INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.23 and 8.24 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.23.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to:

L.A. County - DHS Centralized Contract Monitoring Division 5555 Ferguson Drive, Suite 210 Commerce, CA 90022	Paula McGehee, Contract Analyst Contracts and Grants Division 313 N. Figueroa St., 6th Floor E Los Angeles, CA 90012

Prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract by Contract Number;
- Clearly evidence all coverages required in this Contract;
- Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.23.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.

8.23.3 Failure to Maintain Coverage: Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Contract upon which the County may immediately withhold payments due to Contractor, and/or terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

8.23.4 Notification of Incidents, Claims or Suits: Contractor shall report to the County:

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.
- Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the Facility Project Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Contract.

8.23.5 Compensation for County Costs: In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

8.23.6 Insurance Coverage Requirements for Subcontractors: The Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- The Contractor providing evidence of insurance covering the activities of subcontractors, or

- The Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

8.24 INSURANCE COVERAGE REQUIREMENTS

8.24.1 General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	$4 million
Products/Completed Operations Aggregate:	$1 million
Personal and Advertising Injury:	$1 million
Each Occurrence:	$2 million

8.24.2 Automobile Liability written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than $1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

8.24.3 Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the Contractor is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	$1 million
Disease - policy limit:	$1 million
Disease - each employee:	$1 million

8.24.4 Contractors Pollution Liability insurance shall cover liability arising from the release, discharge, escape, dispersal or emission of pollutants, whether gradual or sudden, and include coverage for the costs and expenses associated with voluntary clean-up, testing, monitoring and treatment of pollutants in compliance with governmental mandate or requests. Motor vehicle pollution liability will be required under the Automobile Liability Insurance indicated above under paragraph 8.24.2 for removal of pollutant from work site. Contractor shall maintain limits not less than $1 million per occurrence and $2 million aggregate.

8.25 LIQUIDATED DAMAGES

8.25.1 If, in the judgment of County, the Contractor breaches the Contract requirements as specified in the *Performance Requirements Summary (PRS) Chart*, as defined in *SOW, Attachment A*, hereunder, the County will have a claim for the sum specified in the PRS, to be paid by the Contractor in accordance with the Contract as liquidated damages. The Director, or his/her designee shall notify Contractor in writing of the specific instances and areas of noncompliance and/or nonperformance and the corresponding unsatisfactory performance deductions.

8.25.2 This Paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.26 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.27.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.27.2 The Contractor shall certify to, and comply with, the provisions of *Exhibit D* - Contractor's EEO Certification.

8.27.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.27.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.

8.27.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.27.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.27 when so requested by the County.

8.27.7 If the County finds that any provisions of this Paragraph 8.27 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.27.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.28 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict the Department of Health Services from acquiring similar, equal or like goods and/or services from other entities or sources.

8.29 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.30 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the Facility Project Manager any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the Facility Project Manager is not able to resolve the dispute, the Facility CEO, or designee shall resolve it.

8.31 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.32 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in *Exhibits E, County's Administration and F, Contractor's Administration*. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.33 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.34 PUBLIC RECORDS ACT

8.34.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph 8.36 Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.34.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.35 PUBLICITY

8.35.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

8.35.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 8.35 shall apply.

8.36 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, canceled checks or other proof of payment, timecards, sign-in/out sheets, and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.36.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.36.2 Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 8.36 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.36.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's

dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.36.4 In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this subparagraph relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

8.37 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.38 SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's lace of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The fact sheet is set forth in Exhibit H of this contract and is also available on the Internet at www.babysafela.org

8.39 SUBCONTRACTING

8.39.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.39.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.39.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

8.39.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.39.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.

8.39.6 The Facility Chief Executive Officer is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

8.39.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.39.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor.

The Contractor shall ensure delivery of all such documents to the contact persons named in Paragraph 8.23.1, Evidence of Insurance, before any subcontractor employee may perform any work hereunder.

8.40 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.14, Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement failure of Contractor to cure such default within ninety (90) calendar days or written notice shall be grounds upon which County may terminate this contract pursuant to Paragraph 8.42, Termination for Default, and purse debarment of Contractor, pursuant to County Code Chapter 2.202

8.41 TERMINATION FOR CONVENIENCE

8.41.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.41.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Paragraph 8.36, Record Retention & Inspection/Audit Settlement.

8.42 TERMINATION FOR DEFAULT

8.42.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of the County's Project Director:

- Contractor has materially breached this Contract;

- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.42.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.42.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.42.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.42.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Paragraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.42.4 If, after the County has given notice of termination under the provisions of this Paragraph 8.42, it is determined by the County that the Contractor was not in default under the provisions of this Paragraph 8.42, or that the default was excusable under the provisions of Paragraph 8.42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.41 - Termination for Convenience.

8.42.5 In the event the County terminates this Contract in its entirety due to the Contractor's default as provided in Paragraph 8.42.1, the Contractor and the County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the County's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Contractor and the County agree that the County shall, at its sole option and in lieu of the provisions of Paragraph 8.42.2, be entitled to liquidated damages from the Contractor, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars ($5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the County for such actual damages. This amount of liquidated damages shall be either paid by the Contractor to the County by cash payment upon demand or, at the sole discretion of the Director, or designee, deducted from any amounts due to the Contractor by the County, whether under this Contract or otherwise.

These liquidated damages shall be in addition to any credits, which the County is otherwise entitled to under this Contract, and the Contractor's payment of these liquidated damages shall not in any way change, or affect the provisions of Paragraph 8.22 - Indemnification.

8.42.6 The rights and remedies of the County provided in this Paragraph 8.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.43 TERMINATION FOR IMPROPER CONSIDERATION

8.43.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.43.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the Facility CEO charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.43.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.44 TERMINATION FOR INSOLVENCY

8.44.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.44.2 The rights and remedies of the County provided in this Paragraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.45 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.46 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.47 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

8.47.1 This Contract is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

8.47.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

8.47.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

8.47.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

a. 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;
b. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
c. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

8.48 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.49 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 WARRANTY AGAINST CONTINGENT FEES

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.51 COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its employees to any patient medical records. Accordingly, Contractor shall instruct its employees that they are not to pursue or gain access to patient medical records for any reason whatsoever.

Notwithstanding the foregoing, the parties acknowledges that, in the course of the provision of services hereunder, Contractor or its employees may have inadvertent access to patient medical records. Contractor understands and agrees that neither it nor its employees are to take advantage of such access for any purpose whatsoever. Additionally, in the event of such inadvertent access, Contractor and its employees shall maintain the confidentiality of any information obtained and shall notify hospital supervisory personnel that such access has been gained immediately or upon the first reasonable opportunity to do so.

In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, actions, fees, costs, and expenses (including attorney and expert witness fees) arising from or connected with Contractor's or its employees' access to patient medical records. Contractor agrees to provide appropriate training to its employees regarding their obligations in this regard.

8.52 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

8.52.1 This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

8.52.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

8.52.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

8.52.4 If the Contractor has obtained 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:

a. 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;
b. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
c. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any 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 OAAC of this information prior to responding to a solicitation or accepting a contract award.

8.53 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, Exhibit O, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the 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 or debarment proceedings or both. (County Code Chapter 2.202)

8.54 FORCE MAJEURE

8.54.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without

any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

8.54.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.

8.54.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.55 CONTRACTOR’S WARRANTY OF COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract(s) are current in paying their property tax obligations (secured or unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.56 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.55 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 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Director of Health Services and Contractor has caused this Contract to be executed on its behalf by its duly authorized officer, the day, month, and year first above written.

ATTEST:
SACHI HAMAI
Executive Officer
Clerk of the Board of Supervisors

By LaChelle Smitherman
Deputy

APPROVED AS TO FORM:
BY THE OFFICE OF COUNTY COUNSEL

By Mayah el 11/12/09
~~Principal~~ Deputy County Counsel

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By LaChelle Smitherman
Deputy

COUNTY OF LOS ANGELES

By Don Knabe
Chairman, Board of Supervisors

AMERICAN HERITAGE LANDSCAPE LP
Contractor

By
Signature

Title CFO
(Affix Corporate Seal)

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

26 DEC 1 2009

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

77190

EXHIBITS FOR CONTRACT FOR

LANDSCAPE MAINTENANCE SERVICES

TABLE OF CONTENTS OF EXHIBITS

EXHIBIT

A STATEMENT OF WORK

B -1 PRICE SHEET - SPECIFIC WORK RQUIREMENTS - ROUTINE SERVICES

B -2 PRICE SHEET – UNSCHEDULED WORK – SEASONAL/PERIODIC SERVICES

C FACILITY SPEIFICATION SHEET

D CONTRACTOR'S EEO CERTIFICATION

E COUNTY'S ADMINISTRATION

F CONTRACTOR'S ADMINISTRATION

G JURY SERVICE ORDINANCE

H SAFELY SURRENDERED BABY LAW

I LIVING WAGE ORDINANCE

J MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

K PAYROLL STATEMENT OF COMPLIANCE

L PAYROLL REPORTING FORM

M CONTRACTOR ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

N CHARITABLE CONTRIBUTIONS CERTIFICATION

EXHIBIT A

STATEMENT OF WORK

STATEMENT OF WORK
TABLE OF CONTENTS

SECTION		TITLE	PAGE
1.0	SCOPE OF WORK		1
2.0	DEFINITIONS		1
3.0	ADDITION/DELETION OF FACILITIES,SPECIFIC TASKS AND/OR WORK HOURS		3
4.0	QUALITY CONTROL		3
5.0	QUALITY ASSURANCE PLAN		4
6.0	RESPONSIBILTIES		6
County	6.1	Personnel	6
	6.2	Furnished Items	6
Contractor	6.3	Project Manager	7
	6.4	Personnel	7
	6.5	Uniforms/Identification Badges	8
	6.6	Materials and Equipment	9
	6.7	Training	9
	6.8	Contractor's Office	9
7.0	HOURS OF MAINTENANCE SERVICE		9
8.0	WORK SCHEDULES		10
9.0	SPECIFIC WORK REQUIREMENTS – ROUTINE SERVICE		10
	9.1	Mechanical Operations	10
	9.2	Manual Operations	13
	9.3	Damage to Shrubs, Trees, Turf or Ground Cover	20
	9.4	Plant Materials	21
10.0	UNSCHEDULED WORK – SEASONAL/PERIODIC SERVICES		22
	10.1	Aerification	23
	10.2	Disease/Insect Control	23
	10.3	Fertilization	23
	10.4	Renovation – Turf	24
	10.5	Vertical Mowing	24
	10.6	Turf Reseeding/Restoration of Bare Areas	24
	10.7	Tree Maintenance	25
	10.8	Tree Pruning	26
	10.9	Palm Tree Care	28
11.0	UNSCHEDULED OTHER WORK		29

LANDSCAPE MAINTENANCE SERVICES
STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

1.1 Contractor shall provide all landscape services under the frequencies specified herein, unless instructed otherwise on the Facility Landscape Specification Sheet in Exhibit C. Upon County's written approval, all trees at Facility shall be trimmed at the total cost identified in the Price Sheet, Attachment B in accordance with Paragraph 10.7, Tree Maintenance, and 10.8, Tree Pruning. Palm trees shall be maintained in accordance with Paragraph 10.9.

1.2 Contractor shall provide all labor, materials, supplies, and equipment, necessary for the proper performance of landscape services and tree trimming.

1.3 The landscaped area shall be maintained with a well-manicured, clean appearance, and all work shall be performed in a professional, workmanlike manner using quality equipment and materials. Contractor shall not work or perform any operations, particularly during periods of inclement weather, which may destroy or damage ground cover or turf areas.

1.4 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

1.5 The purchase of all materials, supplies, vehicles, and equipment necessary to provide the required services is the responsibility of the Contractor.

1.6 The Contractor shall not interfere with the public use of the premises and shall conduct its operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are performed.

2.0 DEFINITIONS

In addition to the definitions contained in Paragraph 2.0 - Definitions of the Contract, following are definitions of terms that are used in this SOW.

2.1 **Bed:** An area separate from pavement and lawns in which trees, shrubs, perennials and annuals can be arranged as part of a landscape design.

2.2 **Deadhead:** To "deadhead" plants means to remove their spent flowers. For many plants, deadheading promotes more flowering on the plants for that year than would occur without such plant care. For soft plants, deadhead by hand; other times deadhead with scissors or pruners.

2.3 **Drip line:** The outermost edge of a branch spread, including the leaves. When a tree or shrub is grown without much pruning, the root spread of a tree is generally thought to equal or exceed its branch spread.

2.4 **Edging**: A crisp edge between areas of the garden. Most typically used between a lawn and a flowerbed.

2.5 **Girdling:** The restriction or destruction of the vascular system within a root, stem, or branch that causes an inhibition of the flow of water and photosynthates in the phloem.

2.6 **Pruning**: The horticultural practice of cutting away an unwanted, unnecessary, or undesirable plant part, used most often on trees, shrubs, hedges, and woody vines. Pruning is used to remove diseased or injured parts of the plant to influence vertical or lateral growth for various reasons, and to increase flowering or fruit yield. Shrubs and trees are pruned to form decorative shapes. As in other horticultural practices, the type of pruning and its timing vary and must be adapted to the specific plant and the conditions of its environment.

Types of Pruning:

Coarse pruning: Removal of deadwood greater than two inches diameter and any hazardous branches.

Medium pruning: Includes Coarse pruning, plus removal of deadwood greater than one inch diameter and specialty treatments (raising branch height, site clearance, crossing or broken branches, thinning canopy).

Fine pruning: Includes Medium pruning, plus removal of all deadwood and any water sprouts, suckers and crossing branches; inspection for health conditions. Climber should inspect to the tip of every branch. Up to 15% of canopy may be removed for light and air penetration.

Raising branches: Removal of lowest branches to a prescribed height for appropriate clearance needs. Generally 8 feet over sidewalks, 14 feet over streets, and a variety of heights for mower clearance (only if needed).

2.7 **Staking**: The securing of a tree or large shrub using rope or guy wires and wood stakes to hold it in place after planting and usually left in place for one year.

2.8 **Crowning**: A type of pruning; the selective removal of live branches to reduce crown density.

Types of Crowning:

Crown cleaning: The selective removal of one or more of the following items: dead, dying or diseased branches, weak branches and watersprouts.

Crown thinning: The selective removal of branches of increase light penetration, air movement and reduce weight.

Crown raising: The removal of the lower branches of a tree to provide clearance.

2.9 **Thinning:** The selective cutting away of individual branches to create open spaces within the plant, remove dead limbs or branches, produce symmetry and train a plant to look more natural.

2.10 **Vertical Mowing:** Vertical mowing is the use of blades, rotated in a vertical plane, that penetrate the turf and bring organic matter and soil up to the surface from a very shallow depth. Deeper vertical mowing (or verticutting) is used on lawns to physically remove the accumulated thatch. This procedure can be destructive to shallow-rooted turfgrasses, particularly during periods of stress, and can damage the site. The best time for vertical mowing is just prior to the peak growth periods. Verticutting should not be done when temperatures are forecasted to be over 85' F since the stress damage it puts on the grass plants is compounded by very warm temperatures. Deep vertical mowing can be part of a renovation program to help prepare for a seedbed. This will open up the turf considerably, allowing seed-soil contact.

3.0 ADDITION/DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

3.1 County reserves the right to add or change the Facilities in any Facility Group County deems appropriate. County reserves the right to obtain Facility pricing or receive bids from other Contract Vendors. In the event any additions or changes are made, an Amendment shall be prepared and executed by the Director of Health Services or designee.

3.2 All changes must be made in accordance with Paragraph 8.4 Amendments and Administrative Amendments of the Contract.

4.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Contract Project Monitor for review. The plan shall include, but may not be limited to the following:

4.1 Method of monitoring to ensure that Contract requirements are being met;

4.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

5.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Agreement, Paragraph 8.15, County's Quality Assurance Plan.

5.1 Monthly Meetings

Contractor is required to attend a scheduled monthly meeting. Failure to attend will cause an assessment of fifty dollars ($50.00).

5.2 Contract Discrepancy Report (Attachment B)

Verbal notification of a Contract discrepancy will be made to the Contract Project Monitor as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The County Contract Project Monitor will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Project Monitor within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Contract Project Monitor within ten (10) workdays.

5.3 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

5.4 Performance Requirements Summary (PRS)

All listings of services used in the Performance Requirements Summary (PRS), Attachment A are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

County may use one or more of the following inspection methods to evaluate Contractor's performance:

- Sampling
- One hundred percent (100%) inspection output items on a periodic basis (daily, weekly, monthly, quarterly, semiannually, or annually) using Inspection Report (Attachment A)
- Customer complaints or public complaints

This section does not preclude the County's right to terminate the contract upon thirty (30) days written notice with or without cause, as provided in the Agreement, Paragraph 8.41, Termination for Convenience.

5.5 Unsatisfactory Performance Deductions

5.5.1 Performance of a listed service is considered acceptable when Contractor performs the tasks specified in the Statement of Work.

5.5.2 When the Facility Project Monitor determines that the performance is unacceptable, the Facility Project Monitor shall notify Contractor by phone of the discrepancy.

5.5.3 Contractor must correct the problem within the time frame directed by the Facility Project Monitor.

5.5.4 The Facility Project Monitor will perform a follow-up inspection and will evaluate Contractor's corrective action.

5.5.5 If the problem has not been corrected, the Contract Monitor will prepare a Contract Discrepancy Report (CDR), Attachment B, with a deadline for completion. Failure to respond to CDR may result in an assessment for non-compliance as set forth in this SOW.

5.5.6 Facility Project Monitor determines assessments, if any. An assessment letter will be sent to the Contractor.

5.5.7 Notwithstanding, the unacceptable performance described in Paragraph 5.5, when the Contractor's performance does not conform to the requirements of this Contract, the County will have the option to apply the following non-performance remedies:

a. Require Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

b. Reduce payment to Contractor by a computed amount based on the damage fee(s) in PRS.

c. Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.

d. Failure of the Vendor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the County, shall be credited to the County on the Contractor's future invoice.

5.5.8 This section does not preclude the County's right to terminate the contract upon ten (10) days written notice as provided for in the Contract.

6.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

6.1 Personnel

The County will administer the Contract according to the Contract, Paragraph 6.0, Administration of Contract - County. Specific duties will include:

6.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.

6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.

6.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8.4 Amendments and Administrative Amendments.

6.2 Furnished Items

6.2.1 County may provide storage facilities for Contractor's use as determined by County. In the event said facilities are provided, Contractor's use thereof shall be on only for the purpose of storing equipment and material's required for maintenance Contractor is prohibited from use of said storage facilities or any other County property for the conduct of his/her business interests that are not directly related to, or required by the contract.

6.2.2 Contractor assumes all risks of loss and damage to materials and equipment stored.

CONTRACTOR

6.3 Project Manager

6.3.1 Contractor shall provide a full-time Project Manager or designated alternate. County must have access to the Project Manager during all hours, 365 days per year. Contractor shall provide a telephone number where the Project Manager may be reached on a twenty-four (24) hour per day basis.

6.3.2 Project Manager shall act as a central point of contact with the County.

6.3.3 Project Manager shall demonstrate previous experience in the management of work requirements for commercial enterprises or public entities similar in size and complexity.

6.3.4 Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

6.3.5 Emergency service response time is expected within two (2) hours of notification by Facility Project Manager or designee, on any day, at anytime.

6.4 Personnel

6.4.1 During the time that Contractor's employees or agents are at Facility, such persons shall be subject to the facility's rules, regulations, and procedures, including, but not limited to, entry and exit procedures, emergency procedures, and appropriate contacts with patients. Contractor shall instruct such persons who are to provide services on such rules, regulations, and procedures and to maintain records of such instruction. Contractor shall take immediate corrective action upon receipt of written and/or verbal notice from County Contract Coordinator or his designee that: (1) any such employee has violated such rules or regulations, or (2) such employee's actions, while on County premises, indicate that such employee may adversely affect the delivery of health care services. In the event that County Contract Coordinator decides that the corrective action taken by Contractor is not sufficient, then Contractor, at request of Contract Coordinator shall remove or suspend such employee from the provision of services hereunder.

6.4.2 The use or possession of alcoholic beverages or illegal drugs by Contractor personnel while at Facility is strictly prohibited. Any violation shall be cause for immediate removal of the offenders by Contractor from further work at Facility.

6.4.3 Smoking is prohibited in all of County facility buildings, except in the designated areas as approved by County contract coordinator.

6.4.4 Contractor's employees may not bring any type of weapons or unlawful goods onto County facilities.

6.4.5 Landscape Personnel

6.4.5.1 Contractor shall assign a sufficient number of employees to perform the required work. **At least one employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.**

6.4.5.2 Contractor shall be required to background check their employees as set forth in Paragraph 7.4 – Background & Security Investigations, of the Contract.

6.4.6 Landscape Supervisor

6.4.6.1 Contractor shall provide a thoroughly trained Supervisor.

6.4.6.2 Supervisory coverage must be provided for each facility.

6.4.6.3 Supervisor or lead person shall be knowledgeable in all aspects of the maintenance operation and shall have access to the Contract Project manager during all hours of shift coverage, 365 days per year.

6.5 <u>Uniforms/Identification Badges:</u>

6.5.1 Contractor employees assigned to County facilities shall wear an appropriate uniform at all times. Uniform to consist of a shirt and/or tee shirt with the company name on it. Uniform pants are optional. All uniforms, as required and approved by the Director or his designee, will be provided by and at Contractor's expense.

6.5.2 Contractor shall ensure their employees are appropriately identified as set forth in Paragraph 7.3 – Contractor's Staff Identification, of the Contract.

6.6 Materials and Equipment

The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

Unless otherwise specified in the Specification Sheet, County will provide automatic control valves, gate valves, and pumping systems if it is determined that malfunction is due to wear and tear and not damaged by the Vendor.

Complete piping replacement of the irrigation system is not required by Vendor. However, the Vendor is responsible for the repair and replacement of leaking main and lateral irrigation lines. (Unless otherwise specified in the Specification Sheet)

6.7 Training:

6.7.1 Contractor shall provide training programs for all new employees and continuing in-service training for all employees.

6.7.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

6.8 Contractor's Office

6.8.1 Contractor shall maintain an office at some fixed place located in the Los Angeles Metropolitan Area with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who can respond to inquires and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. The Contractor shall answer calls received by the answering service or paging device within two (2) hours of receipt of the call. Failure to respond within the two-hour time frame will be cause for assessment in accordance with the Procurement Requirements Summary (PRS).

6.8.2 The Contractor shall maintain a written log of all complaints, the date, time, and the action taken or reason for the non-action. The log of complaints shall be open to the inspection by the County's Facility Designee at all reasonable times.

7.0 HOURS OF MAINTENANCE SERVICE

7.1 Contractor shall generally provide services between the hours of 6:00 a.m. to 6:00 p.m., Monday through Friday, and 6 a.m. to 11 a.m. on Saturday, except for County observed Holidays.

7.2 Contractor may elect to provide additional coverage at no additional cost to the County. County Project Director will provide the Contractor a list of County-recognized holidays.

8.0 WORK SCHEDULES

8.1 Contractor shall submit for review and approval a detailed work schedule for each facility to the County Project Director within ten (10) days prior to starting any work said work schedules shall be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies in accordance with Exhibit C, Facility Specification Sheet. The schedules shall list the time frames by day of the week, morning, and afternoon the tasks will be performed. Additionally, for Seasonal/Periodic Services the schedule shall include an itemized cost detail for each service to be performed in accordance to the Seasonal/Periodic/Other Services Price Sheet, Exhibit B-2.

8.2 Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County Project Manager for review and approval within five (5) working days prior to scheduled time for work.

9.0 SPECIFIC WORK REQUIREMENTS – ROUTINE SERVICE

The following are specific routine tasks Contractor shall perform during the contract term:

9.1 MECHANICAL OPERATIONS

9.1.1 HAZARD REDUCTION PRUNING (HRP)

The primary objective is to reduce the danger to a specific target caused by visibly defined hazards in a tree. For example, HRP may be the primary objective if a tree had many dead limbs over a park bench, overhanging walks etc.

HRP shall be completed to maintain an eight (8) foot vertical clearance for all branches over hanging walks and fourteen (14) foot vertical clearance for branches over hanging beyond curb line into the paved section of roadways.

Contractor shall prune all plant materials where necessary to maintain safe vehicular and pedestrian visibility and clearance and to prevent or eliminate hazardous situations.

Pruning shall be completed as specified in Paragraph 10.8, Tree Pruning.

HRP services are part of routine landscape maintenance services and shall be completed at no additional cost to the County.

9.1.2 MOWING

Mowing operations shall be performed in a workmanlike manner that ensures a smooth surface appearance without scalping or allowing excessive cuttings to remain.

Turf shall be mowed with a reel-type mower equipped with rollers or a rotary-type mower.

All equipment shall be adjusted to the proper cutting heights and shall be adequately sharpened.

Mowing height shall be appropriate to turf species and use parameters. Mowing heights may vary for special events and conditions.

Mowing operation shall be scheduled Monday through Friday unless revised by the County's Project Director.

All grass clippings shall be collected and removed from the site on the same day the area is mowed.

Walkways shall be cleaned immediately following each mowing so that no clippings create a hazardous condition.

Mowing of turf at the facility shall be completed in one operation.

Mowing Site Inspection and Reporting:
Prior to initiating a mowing operation, the site is to be inspected by a knowledgeable and responsible Contractor employee who will determine the practicality of initiating the operation. Litter shall not be shredded by mowers, glass bottles shall not be driven over and broken, and excessively wet turf areas shall not be driven across. Damaged sprinkler heads and valve box covers shall be immediately responded to by the Contractor.

If a mowing operation cannot be completed thoroughly within the designated time frame, the Facility Project Manager shall be immediately notified through the Contractor's communication network.

Mowing – Frequency:
All turf areas shall be mowed no less than once (1) every week for a minimum total mowing frequency of 52 times per year. The Contractor may choose to provide additional mowing frequencies at no additional cost to the County.

9.1.3 EDGING

Contractor shall maintain all groundcover areas contiguous to turf areas "neatly" edged with all grass invasions eliminated.

All groundcover and flower bed areas where maintained next to turf areas shall be kept neatly edged and all grass invasions eliminated.

All turf edges, including but not limited to sidewalks, drives, curbs, shrub beds, flower beds, groundcover beds, around tree bases, shall be edged to a neat and uniform line at all times.

All turf edges shall be trimmed or limited around sprinklers to provide optimum water coverage, valve boxes, meter boxes, backflow devices, and other equipment and obstacles.

Walkways shall be cleared immediately following each mechanical edging to remove accumulated debris and limit hazardous conditions.

Clearance:
Where trees and shrubs occur in turf areas, all grass growth shall be limited to at least eighteen (18) inches from the trunks of trees and away from the dripline of shrubs by use of approved chemicals, manual or mechanical devices.

Mechanical Edging and Frequency:
Mechanical edging shall be completed as one (1) operation in a manner that ensures a well defined edge. All walkways shall be edged with a power blade edger.

Mechanical edging of turf shall be performed 26 times per year; once (1) every other week.

Mechanical edging of groundcover shall be performed 26 times per year, once every other week.

9.1.4 HEDGE TRIMMING

Prune shrubs to encourage healthy growth habits and for shape in order to retain their natural form and proportionate size.

Restrict growth shrubbery to area behind curbs and walkways and within planter beds by trimming.

Under no circumstances shall hedge shears be used as a means of pruning. Prune all plant materials where necessary to present or eliminate hazardous conditions to vehicles or pedestrians.

All cuts shall be made sufficiently close, flush if possible, to the parent stem so that healing can readily start under normal conditions.

All limbs one and one-half inches (1 ½ “) or greater in diameter shall be undercut to prevent splitting.

Remove all dead diseased and unsightly shrubs and branches. Remove all clippings the same day that plant materials are pruned or trimmed.

Hedge Trimming – Frequency:
Formal hedge trimming; twice a month, as needed.

9.2 MANUAL OPERATIONS

9.2.1 CHEMICALS

All work involving the use of chemicals shall be in compliance with all Federal, State, and local laws and will be accomplished by a Licensed Qualified Applicator under the direction of a Licensed Pest Control Advisor. Contractor, in complying with the California Food and Agricultural Code, shall provide, to the Facility Project Manager, a copy of a valid Pest Control Operator’s License and a valid Pest Control Advisor’s License or a copy of said licenses from a sub-contractor thirty (30) days prior to using any and all applicable chemicals within the areas(s) to be maintained.

Contractor shall submit a listing of proposed chemicals to be used; including commercial name, application rates and type of usage to the Facility Project Manager for approval at the commencement of the contract. No work shall begin until written approval of use is obtained from the Facility Project Manager.

Chemicals shall only be applied by those persons possessing a valid California Certified Pest Control Applicator’s license. Application shall be in strict accordance with all governing regulations. Respirators and appropriate protective gear will be used in the application of chemicals as required by the California Occupational Safety and Health administration (Cal-OSHA), Department of Agriculture and other regulatory agencies.

Chemical Utilization Records:
Records of all operations stating dates, times, methods of applications, chemical formulations, applicators names, and weather conditions shall be made and retained in an active file for a minimum of three (3) years.

Contractor will provide a chemical use report (site specific) with monthly billing. A copy of the Pest Control Advisor’s recommendation for each application (site specific) shall be

provided to monitor and applicator prior to each application. This shall be in addition to the copy of the usage summary that is provided to the Agricultural Commissioner.

Special Permits:
All chemicals requiring a special permit for use must be registered, and a permit obtained from County Agricultural Commissioner's Office. An approved copy of permit shall be submitted to Facility Project Manager five (5) days prior to intended chemical usage.

All regulations and safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California shall be adhered to.

Chemical Application:
Contractor shall apply chemicals when air currents are still, preventing drifting onto adjacent property and preventing any toxic exposure to persons whether or not they are in or near the area of application. Contractor shall apply herbicide per manufacturer's recommendation.

Weeds treated with a contact weed chemical shall be left in place for a minimum of seven (7) days. If kill is not complete, a second application shall be applied at no additional cost to the County. Weeds treated using a systemic chemical shall be left in place per manufacturer's recommendation.

If kill is not complete by the time specified in the manufacturer's recommendation, a second application, at no additional cost to the County, shall be made.

After complete kill, all dead weeds shall be removed from areas.

Frequency:
Chemical turf detailing around trees, turf boundaries, and various irrigation components; once every two (2) months, or as stated. Chemical application to beds, planters, walkways, medians, curb and gutter expansion joints in all hard surface areas, slopes, hillsides; once (1) each month.

Chemical Application Notification:
Contractor shall give Facility Project Manager twenty-four (24) hour notification of use of chemicals for landscape areas.

9.2.2 CULTIVATION

Cultivate beds to ensure a neat appearance using appropriate equipment designed to loosen the soil to a depth of three (3) inches. Care shall be taken so as not to disturb plant materials, or their roots, in accomplishing this operation.

Cultivation – Frequency:
Once every two weeks; as needed.

9.2.3 FLOWER BEDS

Any and all diseased plants are to be removed from all beds and then disposed properly. Broken, damaged, or unsightly flowers or plant parts are to be removed promptly.

No contact weed control chemical may be used in flower beds after they are planted for the season. Appropriate mulches are encouraged but must be aesthetically compatible and not physically or chemically harmful.

Flower Beds – Frequency:
Thinning of flower beds; twice a month, as needed.

9.2.4 GROUND COVER

Contractor shall remove all dead, diseased, and unsightly branches, vines or other growth as they develop.

All ground cover areas shall be pruned to maintain a neat edge along planter box walls.

Any runners that start to climb building, shrubs, or trees shall be pruned out of these areas.

Ground Cover – Frequency:
Ground cover thinning; twice a month, as needed.

9.2.5 HAZARDOUS MATERIALS

Contractor shall not dispose of hazardous material(s) on site. All such materials collected must be disposed of in compliance with all applicable rules, laws, and/or regulations.

9.2.6 IRRIGATION

Water requirements by plants vary according to the season and a particular year; the Contractor shall pay extremely close attention to the demands of the plants as influenced by their exposure to sun, wind, shade, and location in the individual planters. The variation in the size of plants installed as well as the varieties shall be taken into consideration. All landscaped and turf areas shall be irrigated as required to maintain adequate growth and appearance with a schedule most conducive to plant growth.

The delivery of adequate moisture to the landscaped areas shall include, but not be limited to hand watering, operation of manual valves, proper utilization of automatic controllers, and the bleeding of valves.

Adequate soil moisture will be determined by programming the irrigation system as follows:

a. Adjusting and setting the automatic controller to establish frequency and length of watering period, and monitoring all irrigation controllers.

b. Consideration must be given to soil conditions, humidity, minimizing runoff, and the relationship of conditions, which affect day and night watering. This may include daytime watering during freezing weather to prevent icy conditions, manual operation of the irrigation system, and/or hand watering with portable sprinklers during periods of windy or inclement weather.

c. A soil probe shall be used to a depth of twelve (12) inches to determine the water penetration by random testing of the root zones.

d. Watering shall be regulated to avoid interference with any use of the roadways, pavements, walks, or areas as designated for scheduled special events.

e. In the areas where wind creates problems of spraying water onto private property or road right-of-ways, the controllers shall be set to operate during the period of lowest wind velocity which would normally occur at night or early morning hours.

f. Irrigation system will be controlled in such a way as not to cause any excessively wet or "waterlogged" areas which could interfere with the ability to mow all turf. "In lawn" trees and other planting shall be protected from over-watering and run-off drowning.

g. New turf (up through the sixth mowing) shall be watered immediately after mowing. Well established turf shall not be watered for at least four (4) hours after mowing.

h. All groundcover areas shall be watered as needed to maintain a healthy condition, with appropriate care being taken not to over water in shady areas.

i. Watering shall comply with applicable water restriction regulations and directives.

9.2.7 IRRIGATION SYSTEM MAINTENANCE

Contractor and Facility Program Monitor or designee will conduct an inspection of the irrigation equipment at Facility to ensure operability within sixty (60) days of service start date. Contractor will submit a written report verifying working order of each irrigation system. County may ask to have the system repaired to a satisfactory condition. Once repaired, the Contractor will be required to keep the system in working condition. This also applies to landscape sites added during the term of the contract.

If system is working, Contractor shall, at all times, maintain the system in an operational state by repairing/replacing the irrigation system consisting of automatic controllers, control valves, gate valves, risers, quick couplers, swing joints and sprinkler heads including providing small parts: solenoids, filter screens, diaphragms, gaskets, springs, screws, adjustment screws, washers, “0” rings, wring and nozzles, at no cost to the County.

After inspection with County staff, Contractor will be responsible for the irrigation system, including **lateral lines**. Contractor will maintain a comprehensive monthly system operability check shall identify malfunctions and needs for repair. County is responsible for the main lines and back flow (unless otherwise shown on Landscape Maintenance Specification Sheet).

In addition to repair and replacement, Contractor must:

a. Adjust valves and sprinkler heads.
b. Replace all risers and swing joints to the lateral lines.
c. Replace button type turf and shrub heads.
d. Replace all missing covers to valve boxes.
e. Provide caps and plugs.

Contractor shall ensure that all personnel working on the irrigation system are fully trained in all phases of landscape irrigation systems and can easily identify and isolate problems and perform the proper testing and inspection of the irrigation system and the maintenance of the sprinkler heads. This knowledge of landscape irrigation systems shall include but not be limited to the operation, maintenance, adjustment and repair of said systems and their components.

In order to ensure the operability of the irrigation system, Contractor shall sequence controller(s) to each station manually to check the function of all facets of the irrigation system weekly and report any damage, malfunctioning equipment, and/or incorrect operation to the Facility’s Program Monitor or his designee. During the testing, Contractor shall:

f. Adjust and clean sprinkler heads for correct coverage to prevent excessive runoff and/or erosion and to prevent the spread onto roadways, sidewalks, hard surface areas, and private property. (may require the removal of the sprinkler head for this function)

g. Unplug clogged heads and flush lines to free lines of rocks, and debris once every four (4) months.

h. Flush irrigation lines of grit and gravel by removing the lat head of each lateral and operating the system until those materials are expelled.

i. All system malfunctions, damage, and obstructions shall be reported to County's Project Director or his designee and corrective action taken in a timely manner, not to exceed 48 hours after notification.

j. In addition to regular testing, Contractor shall inspect and test all irrigation systems as necessary when damage is suspected, observed, or reported.

k. Contractor shall repair/replacement malfunctioning quick couplers, pumping systems, manual or automatic valves, and sprinkler heads within (1) watering cycle irrigation damage shall be repaired or replaced with same size, and quantity or substitutes approved by County's Facility Project Monitor prior to installation.

l. Contractor shall correct malfunctioning irrigation systems and equipment within two (2) hours of identification or following verbal notification.

m. Replacements for the irrigation system shall be with originally specified equipment of the same size and quality or substitutes' approved by the Facility Project Manager prior to any installation.

n. If an automatic irrigation system or a portion of a system malfunctions, the Contractor, when authorized by the County, shall be responsible for the manual manipulation of that system for a period of 30 days from the date of the authorization. If the system requires manual manipulation for a greater period, the Facility Project Manager may opt to pay the Contractor additionally to continue the manual manipulation, or the Facility Project Manager may decide to terminate the supplemental irrigation. Such work shall be considered Other Work and shall be compensated as

provided in Paragraph 10, Unscheduled Work – Seasonal/Periodic Services.

9.2.8 LITTER CONTROL

Complete policing and litter pick-up to remove paper, glass, trash, undesirable materials, siltation and other accumulated debris within the hard surfaces, and landscaped areas to be maintained including, but not limited to, walkways, between and around planted areas, drains, parking lots, steps, planters, drains and catch basins shall be accomplished to ensure a neat appearance.

Complete policing, litter pick-up, supplemental hand sweeping of parking space, gutters, and other parking spaces inaccessible to power equipment shall be accomplished to ensure a neat appearance.

Contractor shall be required to remove all trash, clippings, and any other debris which results from its maintenance services and provide for its disposal on a daily basis.

Contractor shall not use County trash bins for maintenance operations. Contractor shall not dispose of hazardous material(s) on site. All such materials collected must be disposed of in compliance with all applicable rules, laws, and/or regulations.

Litter Control – Frequency:
Litter control shall be performed twice daily Monday through Friday, and once on Saturday. First time, no later than 7:30 a.m., and a second time no later than 1:00 p.m.

9.2.9 RAKING

Accumulation of leaves shall be removed from all landscaped areas including but not limited to beds, parking lots, walkways, planters, and turf areas under trees and removed from Facility site. Use of hand held blowers will be allowed unless legal authority dictates otherwise. Facility may dictate “no blowers”.

Raking – Frequency:
Turf under trees; at each service interval.
Shrubs, beds and planters; at each service interval.

9.2.10 RODENT CONTROL

Contractor shall maintain all areas free of rodents including but not limited to gophers and ground squirrels, since they may cause damage to turf, shrubs, groundcover, trees, and irrigation systems. The rodenticide product to be used shall be recommended by a licensed Pest Control Advisor, applied by a person possessing a valid California Certified Pest Control Applicator’s license, and pre-approved by the Facility Project Manager.

9.2.11 TRASH BINS

Contractor shall collect and remove ALL clippings the same day that plant materials are pruned, raked, mowed, or trimmed. Contractor shall not use County trash bins for maintenance operations.

9.2.12 WEED CONTROL

Contractor shall eradicate weeds from turf and cultivated and non-cultivated areas. This will include per-emergent and/or post-emergent chemical applications to turf areas.

Methods for removal of weeds, turf encroachment and detailing shall incorporate one (1) or all three (3) of the following: Hand Removal, Cultivation, and Chemical Eradication.

All grass-like type weeds, morning glory or vine-weed types, ragweed or other underground spreading weeds shall be kept under strict control.

Remove or control all weeds and grass from beds, planters, walkways, drainage areas, expansion joints in all hard surface areas, driveways, parking lots, patios, roadways, slopes, hillsides, bare areas, around irrigation sprinkler heads and undeveloped areas.

Weed Control – Frequency:
Walkways, beds, planters, and landscapes shall be inspected, spot treated, and weeds removed; once (1) each month.

Developed areas of the facility that have become denuded shall be maintained weed free; once (1) each month.

Designated areas of a facility that are left in a natural state so that the plant's root systems are utilized to stabilize the soil, may occasionally need to be mowed or otherwise controlled to a given height for appearance or fire suppression reasons; once (1) a month.

9.3 DAMAGE TO SHRUBS, TREES, TURF OR GROUND COVER

All damage to shrubs, trees, turf or ground cover done by Contractor employees shall be repaired or replaced within five (5) working days.

All repairs or replacements shall be completed in accordance with the following maintenance practices:

Shrub Damage:
Minor damage may be corrected by appropriate pruning. Major damage shall be corrected by removal of the damaged shrub and replaced to comply with the provisions in the specifications.

Chemical Damage:
All damage resulting from chemical operation, either spray-drift or lateral leaching shall be corrected in accordance with the aforementioned maintenance practices and the soil conditioned to ensure its ability to support plant life.

Tree Damage:
Minor damage such as bark lost from impact of mowing equipment shall be remedied by a qualified tree surgeon or arborist. If damage results in loss of tree, the damaged tree shall be removed and replaced to comply with the specified instructions of the Facility Project Monitor. All trees permanently damaged will be replaced at County's expense with the exception of those damaged or destroyed due to fault of Contractor or its employees. Replacement shall be with the identical species of tree existing previously, unless otherwise notified in writing by Facility Project Monitor or his/her designee. Size of the replacement shall be of like size not to exceed 24 inch box specimen container size. The need for replacement will be determined by Facility Project Monitor or his/her designee.

9.4 PLANT MATERIALS

Plant materials shall conform to the requirements of the landscape plan of the area and to "Horticultural Standards" of American Association of Nurserymen as to kind, size, age, etc. Plants of record and specification should be consulted to ensure correct identification of species. Plant material larger than those specified may be supplied if complying in all other respects. Substitutions may be allowed but only with prior written approval by the Facility Project Manager.

Nomenclature:
Plant names used in the landscape plan are to conform to the "Standardized Plant Names" by the American Joint Committee on Horticultural Nomenclature. In those cases not covered therein, the custom of the nursery trade will be followed.

Quality:
Plants shall be sound, healthy, vigorous, and free from plant disease, insect pest or their eggs, shall have healthy normal root systems, comply with all State and local regulations governing these matters, and be free from any noxious weeds.

All trees shall be measured six (6) inches above the ground surface. Where caliper or other dimensions of any plant material are omitted from the Standardized Plant Name List", it shall be understood that these plant

materials shall be normal stock for the type listed, and must be sturdy enough to stand safely without staking.

All shrubs shall be guaranteed to live and remain in healthy condition for no less than 90 days from the date of planting by the Contractor.

Shape and Form:
Plant materials shall be symmetrical, and/or typical for variety and species and conform to measurements specified in the "Standardized Plant List".

All plant materials must be provided from a licensed nursery and shall be subject to acceptance as to quality by the Facility Project Manager.

10.0 UNSCHEDHULED WORK – SEASONAL/PERIODIC SERVICES

Following are specific seasonal/periodic tasks Contractor may perform during the contract term. County reserves the right to perform Seasonal/Periodic work itself or assign the work to another Contractor. County's Facility Project Manager shall review on an ongoing basis all unscheduled work to be performed as specified herein.

At County's request for any unscheduled services listed under this Paragraph 10, Contractor shall submit for approval a written estimate along with an action plan detailing the proposed schedule of services to be performed. The action plan shall at a minimum describe in detail task(s) to be performed, frequency of service, staff hours per frequency, and as applicable license/certificate numbers of person performing task. The action plan shall be submitted within ten (10) days of County's request for services. In any case, no unscheduled work shall be performed without County's prior written authorization.

If Facility Project Manager determines, in his sole judgment, that any frequency of service for unscheduled work is not necessary, the Facility Project Manager shall notify Contractor in writing that such particular frequency of service shall not be performed and Contractor shall not perform such frequency of service and shall have no claim whatsoever against County therefore.

Notwithstanding the above written authorization, when a condition exists in which there is imminent danger of injury to the public or damage to property, Facility Project Manager may verbally authorize the work to be performed upon receiving a verbal estimate from Contractor. However, within twenty-four (24) hours after receiving verbal authorization, Contractor shall submit a written estimate to Facility Project Manager for written approval.

Upon County's written authorization, all unscheduled work described herein shall commence on the date specified by Facility Project Manager and Contractor shall proceed diligently to complete such work within the time allotted.

10.1 AERIFICATION

Upon County's written approval for aerification services, Contractor shall:

a. Aerate all turf areas by using a device that removes one-half inch cores to a depth of two inches and not more than six inch spacing on center.

b. Complete turf aerification during the period of April through November. In the fall, overseed all aerified turf areas. Aerify, renovate or verticut, seed, and mulch (spread evenly over the entire area to a uniform depth of 1/4 inch) in sequence. Additionally, aerification may be required immediately after vertical (thatch removal) operation and just prior to over seeding and fertilization.

c. Remove all cores from the turf and dispose off-site or thoroughly pulverized within twenty-four (24) hours after aerating.

Aerification – Frequency:
Turf aerification may be requested one (1) time per year, beginning in the spring and completed by the fall.

10.2 DISEASE/INSECT CONTROL

It is the County's intent to maintain all landscape areas free of disease and insects that could cause damage to plant materials including but not limited to trees, shrubs, groundcover, and turf.

Notification of any disease, insects, or unusual conditions that may develop shall be reported to the Facility's Project Manager. Upon County's written approval for disease/insect control services, Contractor shall:

a. Disease: Submit an action plan that at a minimum describes in detail a disease control program to control and prevent all common diseases from causing serious damage, frequency of service, staff hours per frequency, and as applicable license/certificate numbers of person performing task. The action plan shall be submitted within ten (10) days of County's request for services. Disease control shall be achieved utilizing materials and rates recommended by an Arborist.

b. Insect: Submit an action plan that at a minimum describes in detail an insect control program to prevent all common insects from causing serious damage. Insect control shall be achieved utilizing materials and rates recommended by a licensed California Pest Control Advisor.

10.3 FERTILIZATION (Per Application)

Upon County's written approval for fertilization services, Contractor shall:

a. Apply fertilizer in sections determined by the areas covered by each irrigation system. Immediately after fertilization, thoroughly soak all areas fertilized.

b. Apply fertilizer within the tree dripline to provide healthy color. Fertilizer should be organic and granular in form without trace elements.

c. Apply fertilizer to provide a healthy color in all shrubs and groundcover. Foliar feeding may be used if applicable. Fertilizer shall be organic and granular in form without trace elements.

d. Apply not less than one (1) pound of actual available nitrogen in a balance fertilizer form for each one thousand (1,000) square feet of turf area. All fertilizer shall be inorganic and granular in form with an approximate ratio of 4-1-2.

e. Fertilize utilizing ratios and mixtures per manufacturer's recommendation.

10.4 RENOVATION - TURF

Upon County's written approval for turf renovation services, Contractor shall:

a. Renovate turf to the soil line and remove all excessive thatch. Upon completion of turf renovation, all turf areas shall be over seeded, mulched and watered.

b. Over seed area utilizing blends or mixtures per manufacturer's recommendation to maintain a good appearance.

c. Spread mulch evenly over the entire area to a uniform depth.

10.5 VERTICAL MOWING

Upon County's written approval for vertical mowing services, Contractor shall:

a. Vertical mow to remove thatch in turf areas, to encourage healthy growth and to maintain acceptable appearance.

b. Avoid unnecessary or excessive injury to turf grass.

c. Sweep or rake dislodged thatch from turf areas and removed from facility site.

d. Use standard renovating or vertical mowing equipment.

10.6 TURF RESEEDING/RESTORATION OF BARE AREAS

The Facility Project Manager may require the use of sod when deemed necessary. The Contractor shall be entitled to additional compensation for the cost of the sod only provided loss of turf was not due to Contractor negligence. Upon County's written approval of services, Contractor shall:

a. Overseed areas utilizing blends or mixtures at the rate of application as required to maintain a good appearance.

b. Overseed all damaged, vandalized or bare areas to re-establish turf to an acceptable quality compatible to that of existing turf.

c. Commence overseeding no later than October 1 and be completed within three (3) weeks of commencement.

10.7 TREE MAINTENANCE

It is the County's intent to ensure that all trees are pruned and/or thinned at each Facility once during the first three years of the contract term through its own resources, by Contractor, or assign the work to another Contractor.

In any case, Contractor shall submit for approval a written estimate along with an action plan detailing the proposed schedule of tree pruning and/or thinning of all trees at Facility to be performed during the first three years of contract term. The action plan shall at a minimum describe in detail the type of tree service to be performed (i.e., Coarse pruning, fine pruning, raising branches, Crowning, thinning), a detailed cost for each type of tree service to be performed, staff hours per frequency, and as applicable license/certificate numbers of person performing task. The action plan shall be submitted within the first 90 days of contract implementation. No unscheduled work shall be performed without County's prior written authorization.

Upon County's written approval for tree maintenance services, Contractor shall:

a. Follow the International Society of Arboriculture (ISA's) Tree Pruning Guidelines, more recent ANSI A300 Pruning Standards, ANSI Z133.1 Safety Standards, and as described in Paragraph 10.8, Tree Pruning.

b. Prune and/or thin all trees at Facility once during the first three years of the contract term, unless otherwise approved by the Facility Chief Executive Officer or designee.

c. Prior to any tree maintenance, Contractor shall submit to Facility Chief Executive Officer or designee a detailed work schedule for tree services to occur during the first three years of contract term, within the first 90 days of contract implementation. Facility Chief Executive Officer may request adjustments to the schedule during the three-year term.

The work schedule shall include: 1) the time frames by day of the week, morning, and afternoon 2) a detailed description & reason for pruning to be performed, i.e., coarse, medium, fine, raising branches, crown cleaning, crown thinning, crown raising, hazard reduction, and or maintenance 3) an itemized cost detail for each task to be performed in accordance to the Seasonal/ Periodic/Other Services Price Sheet, Exhibit B-2.

Contractor shall use a Certified Arborist and/or a certified horticulturist, approved by DHS Facility, for providing direction during maintenance. Contractor shall use a skilled and experienced Tree Trimmer to perform the

various tree maintenance services described herein. Contractor will ensure that all work is performed in a safe manner as established by the California Occupational Safety and Health Administration (Cal-OSHA) and other regulatory agencies.

If Contractor recommends that a particular tree does not require service during a contract year, then Facility Project Manager may take that recommendation into consideration. However, if Facility Project Manager does not agree with Contractor's recommendation, then Contractor shall provide the tree service.

10.8 TREE PRUNING

Upon County's written approval for tree pruning services, Contractor shall prune trees with the intent of developing structurally sound trees, symmetrical in appearance with the proper vertical and horizontal clearance.

Under no circumstances shall hedge shears be used as a means of pruning trees. All dead and damaged branches and limbs shall be removed at the point of breaking.

All trees shall be trimmed to prevent encroachment on private property.

All wounds to trees and shrubs one (1) inch in diameter or over shall be painted with asphaltic base tree paint immediately after pruning.

Pruning Procedures:
Rapid healing of pruning wounds is dependent upon where the cut is made when removing limbs. NEVER LEAVE SHORT STUBS. Some trees produce a corky ring of growth where a limb originates. The pruning cut shall be made toward the outside portion of the "collar". If a tree does not produce this characteristic "collar", then make the cut flush to the limb where it is growing.

a. All limbs 1 1/2" or greater in diameter shall be undercut to prevent splitting. All limbs shall be lowered to the ground using a method which prevents damage to the remaining limbs.

b. All cuts exceeding 1/2" shall be treated with an appropriate tree heal compound.

c. All equipment utilized shall be clean, sharp and expressly designed for tree pruning.

d. Only rope and saddle climbing gear without climbing spurs or spikes will be allowed for pruning live trees.

Pruning Criteria:
The initial step of pruning shall be the removal of all deadwood, weak, diseased, insect infested and damaged limbs.

e. All trees shall be pruned for vertical and horizontal clearance. Such clearances are nine (9) feet for pedestrian areas and walkways and fourteen (14) feet for vehicular roadways.

f. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline. Limbs should extend alternately from the trunk on twelve (12) inches or twenty (24) four inch spacing.

g. All trees shall be thinned of smaller limbs to distribute the foliage evenly.

h. All trees shall be trimmed and shaped to provide a symmetrical appearance typical of the species.

i. All suckers and sprouts shall be cut flush with the trunk or limb.

j. No stubs will be permitted.

k. Contractor shall report to the Facility Project Manager all structural weaknesses such as split crotch or limbs, diseased or decayed limbs, or severe damage.

l. Contractor shall place special emphasis upon public safety during pruning operations, particularly when adjacent to roadways and pedestrian areas.

m. All trimmings and debris shall be removed and disposed of off-site at the end of day's work.

n. All trees which are downed by either natural or unnatural causes, shall be removed and disposed off-site. Where possible, stumps shall be removed to 12 inches below grade and wood chips and hole backfilled to grade.

o. In accordance with Fish and Game Code, Section 3503, the Contractor shall not "take, possess, or needlessly destroy the nest eggs of any bird, except as otherwise provided by this code or any regulation made pursuant thereto." In case of an accidental take, the Contractor shall contact the California Department of Fish and Game at (562) 590-5126.

p. All walkways, entrances and exits to buildings shall be clear of debris and accessible to wheelchair and ambulatory traffic in areas where pruning is being performed.

q. Parking lots and stalls shall not be blocked without prior arrangements with the Facility Project Manager.

Scheduled Pruning:
Pruning shall be scheduled and performed during the Fall (October through December) of each contract year.

Pruning services shall not exceed two (2) weeks. Extended periods may be allowed at the discretion of the Facility Chief Executive Officer.

Rescheduling is at the discretion of the Facility Chief Executive Officer or designee. Contractor will be notified within at least five (5) working days prior to reschedule pruning.

Staking and Tying:
Contractor shall replace missing or damaged stakes where the tree diameter is less than three (3) inches.

Stake in those cases where tree has been damaged and requires staking for support.

Stake new trees or recently planted trees which have not previously been staked.

Materials:
Tree stakes, two (2) per tree, shall be pentachlorophenol treated lodge pole pine not less than eight (8) feet in length for five (5) gallon size trees and not less than ten (10) feet for fifteen (15) gallon size trees.

Criteria For Staking and Tying:
Guy wires where required and plant ties will be of pliable, zinc-coated ten (10) gauge wire (two (2) ties per tree).

Hose for covering wire shall be either new or used garden hose at least one-half (1/2) inch in diameter (hose ties should allow for minimum of three (3) additional inches of clearance beyond the diameter of the branch or trunk being secured).

Stakes will be placed eight (8) inches from the trunk of the tree. Stakes and ties will be placed so no chafing of bark occurs.

Damaged trees shall be staked and tied within twenty-four (24) hours of identification of damage by Contractor or of County or the public's notification to Contractor. Replacement stakes or new staking shall be completed within five (5) days.

10.9 PALM TREE CARE

All palm trees located at Facility shall be maintained and kept free of dead fronds and potential falling debris at all times.

Palm trees shall not be trimmed during the bird nesting season of April 1 through June 30 unless otherwise approved by the Facility Project Manager.

11.0 UNSCHEDULED OTHER WORK

The Facility Project Manager or his designee may authorize the Contractor to perform landscape-related unscheduled other work, assuming surplus funds from Unscheduled Work - Seasonal/Periodic Services, Paragraph 10 exist, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third party negligence; or to add to, modify or refurbish existing facilities.

Prior to performing any unscheduled other work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials to complete the work. No unscheduled other work shall commence without prior written authorization by the Facility Chief Executive Officer.

When a condition exists wherein there is imminent danger of injury to the public or damage to property, Contractor shall contact County's Project Director for approval before beginning the work. A written estimate shall be sent within twenty-four (24) hours for approval. Contractor shall submit a detailed invoice to County's Project Director within five (5) working days after completion of the work.

All unscheduled other work shall commence on the established specified date. Contractor shall proceed diligently to complete said work within the time allotted. The County reserves the right to perform unscheduled work itself or assign the work to another Contractor.

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PERFORMANCE REQUIREMENTS SUMMARY(PRS) CHART

REFERENCE/REQUIRED SERVICE	STANDARD PERFORMANCE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
Contract Terms and Conditions			
Contract, 7.2 Approval of Contractor's Staff	County's approval of staff.	Inspection and Observation	$50 per occurrence
Contract, 7.4 Background and Security Investigations	Contractor's staff not passing background checks are not to work at County Facilities and shall be removed from County Facilities.	Inspection and Observation	as applicable $50 per occurrence
Contract, 8.9 Compliance with Living Wage	Contractor to be in compliance with County's Living Wage program	Inspection and Observation	$100 per occurrence; possible termination for default of contract
Contract, 8.22 General Insurance Requirements	Compliance with Contract Insurance Requirements	Receipt of current COI	$100 per occurrence; termination for default of contract
Contract, 8.39 Subcontracting	Contractor shall obtain County's written approval prior to subcontracting work. Upon written approval to subcontract, Contractor shall provide all information listed in paragraph 8.39.2, including valid licenses.	Inspection and Observation	$100 per occurrence; possible termination for default of contract
Routine Landscape Maintenance Services			
SOW, 1.6 non-interference	Contractor not interfere with the public use of the premises and conducts its operations as to offer the least possible obstruction, inconvenience, disruption to the peace and quiet of area.	Observation of Response	$50 per occurrence
SOW, 9.2 Chemicals	All work is in compliance with the terms of Paragraph 9.2 and all Federal, State, and local laws and accomplished by a Licensed Qualified Applicator. Prior to using any and all applicable chemicals, Contractor provided as appropriate, a copy of a valid Pest Control Operator's License, Pest Control Advisor's License, or any other applicable licenses.	Receipt of documentation, Observation	$100 per occurrence; possible termination for default of contract.

PERFORMANCE REQUIREMENTS SUMMARY(PRS) CHART

REFERENCE/REQUIRED SERVICE	STANDARD PERFORMANCE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
SOW, 9.1.1 Hazard Reduction Pruning	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 9.1.2 Mowing	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 9.1.3 Edging	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 9.1.4 Hedge Trimming	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 9.2.4 Ground Cover	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 9.2.5 Hazardous Materials	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 9.2.6 Irrigation	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 9.2.7 Irrigation System Maintenance	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 9.2.8 Litter Control	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 9.2.9 Raking	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 9.2.10 Rodent Control	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 9.2.11 Trash Bins	100% Completion of Required Services	Inspection and Observation	$200 per occurrence
SOW, 9.2.12 Weed Control	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 6.3 Project Manager	Provide a Project Manager accessible all hours 365 days/year. Must read, speak, and understand English.	Inspection and Observation	
SOW, 6.4 Personnel	Contractor shall assign a sufficient number of employees to perform the required work.	Inspection and Observation	$100 per occurrence
SOW, 6.5 Uniforms/I.D. badges	Contractor to ensure all employees wear approved uniforms and I.D. badges.	Inspection and Observation	$50 per occurrence
SOW, 6.7 Training	Provide Training Programs for new employees.	Provide copies of Programs upon County request	$50 per occurrence

PERFORMANCE REQUIREMENTS SUMMARY(PRS) CHART

REFERENCE/REQUIRED SERVICE	STANDARD PERFORMANCE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
SOW, 6.8 Contractor's Office/inquiries and complaints	Contractor to maintain an office in Los Angeles County. Must be staffed 8-5 M-F. When closed, must have answering service, cellular phone or pager to respond to County calls within 2 hours. Maintain a written log of all complaints, the date, time, and action taken.	Inspection and Observation.	$50 per occurrence
SOW, 8.0 Work Schedules	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
UNSCHEDULED WORK - Seasonal/Periodic Landscape Services			
SOW, 10.1 Aerification	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 10.2 Disease/Insect Control	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 10.3 Fertilization (Per Application)	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 10.4 Renovation-Turf	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 10.5 Vertical Mowing	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 10.6 Turf Reseeding	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 10.7 Tree Maintenance	100% Completion of Required Services	Inspection and Observation	$1000 per occurrence
SOW, 10.8 Tree Pruning	100% Completion of Required Services	Inspection and Observation	$500 per occurrence
SOW, 10.9 Palm Tree Care	100% Completion of Required Services	Inspection and Observation	$500 per occurrence
SOW, 11.0 Other Work	100% Completion of Required Services	Inspection and Observation	$50 per occurrence

ATTACHMENT B

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES:

Prepared: _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

_____

_____

Signature of County Representative: _____ Date: _____

Deadline for Completion: Date: _____

CONTRACTOR RESPONSE: (Cause and Corrective Action):

_____

_____

Signature of County Representative: _____ Date: _____

COUNTY EVALUATION OF CONTRACTOR RESPONSE:

_____

_____

Signature of County Representative: _____ Date: _____

COUNTY ACTIONS: _____

_____

_____

CONTRACTOR NOTIFIED OF ACTION: _____ _____

Signature of County Representative: _____ Date: _____

Signature of County Representative: _____ Date: _____

EXHIBIT B-1

DEPARTMENT OF HEALTH SERVICES

PRICE SHEET

SPECIFIC WORK REQUIREMENTS – ROUTINE LANDSCAPE SERVICES

CONTRACTOR: AMERICAN HERITAGE LANDSCAPE LP

AGREEMENT NO._____

FACILITY GROUP F	SERVICE FREQUENCY*	TOTAL MONTHLY COST
Health Services Administration 313 N. Figueroa Street Los Angeles, CA 90012	**DAILY**	**$2,368.27**
Health Services Administration - Commerce 5555 Ferguson Drive Commerce, CA 90022	**DAILY**	**$1,395.90**
Central Health Center 241 N. Figueroa Street Los Angeles, CA 90012	**DAILY**	**$1,447.57**

* Contractor shall provide all landscape services under the frequencies specified in Statement of Work (SOW) at the cost described herein, unless instructed otherwise on the Facility Landscape Specification Sheet in SOW, EXHIBIT C. The monthly cost shall be all inclusive and includes but not limited to all administrative costs, labor, supervision, materials, transportation, taxes, equipment and supplies, dumping fees.

EXHIBIT B-2

DEPARTMENT OF HEALTH SERVICES

PRICE SHEET

UNSCHEDULED WORK - SEASONAL/PERIODIC/OTHER SERVICES

Facility	Health Services Administration
Address	313 N. Figueroa Street, Los Angeles CA 90012
Hours of Operation	Services to be provided between the hours of 6 a.m to 3 p.m. M-F

I. SEASONAL/PERIODIC LANDSCAPE MAINTENANCE SERVICES

TASK		Staff Hours Per Frequency	Frequency	Total Maximum Frequency Cost	Total Maximum Cost Per Contract Year
Aerification (SOW, Paragraph 10.1)		12	Twice a year	$360	$720
Disease/Insect Control (SOW, Paragraph 10.2)		4	As needed	$320	$1,920
Fertilization (SOW, Paragraph 10.3)		2	Twice per year	$250	$500
Renovation-Turf (SOW, Paragraph 10.4)		16	As requested	$500	$1,000
Vertical Mowing (SOW, Paragraph 10.5)		24	Annually	$800	$800
Turf Reseeding (SOW, Paragraph 10.6)		24	As requested	$1,050	$2,100
Rodent Control (SOW, Paragraph 9.2.10)		8	As needed	$720	$4,320
Tree Maintenance * (SOW, Paragraph 10.12)	# of Trees				
Coarse Pruning			1x/3yrs		
Medium Pruning	25	110		$5,000	$1,666.66
Fine Pruning	30	360		$9,000	$3,000
Raising Branches					
Crown Cleaning					
Crown Thinning					
Crown Raising					
Palm Trees (SOW 10.9)	7			$0	$0
				ANNUAL TOTAL	$16,026.66

* All trees shall be pruned at each Facility once during the first three years of the contract term. Provide a cost for each **Tree Maintenance** task along with a description of tree(s) to be serviced and a reasoning for selection of type of pruning to be used. Pruning definitions are listed in SOW, Paragraph 2.6, 2.8, and 2.9. Divide Total Maximum Frequency Cost by 3.
All palm trees shall be maintained at each Facility. Divide Total Maximum Frequency Cost by 3.

II. UNSCHEDULED/OTHER WORK

CLASSIFICATION	HOURLY RATE (Includes Profit & Overhead)
Pest Control Operator	$65
Irrigation Specialist	$45
Landscape Maintenance Laborer	$27

EXHIBIT B-2

DEPARTMENT OF HEALTH SERVICES

PRICE SHEET

UNSCHEDULED WORK - SEASONAL/PERIODIC/OTHER SERVICES

Facility	Health Services Administration-Commerce
Address	5555 Ferguson Drive, Commerce CA 90022
Hours of Operation	Services to be provided between the hours of 6 a.m to 3 p.m. M-F

I. SEASONAL/PERIODIC LANDSCAPE MAINTENANCE SERVICES

TASK		Staff Hours Per Frequency	Frequency	Total Maximum Frequency Cost	Total Maximum Cost Per Contract Year
Aerification (SOW, Paragraph 10.1		16	Twice a year	$432	$864
Disease/Insect Control (SOW, Paragraph 10.2)		4	As needed	$320	$1,920
Fertilization (SOW, Paragraph 10.3)		4	Twice per year	$500	$1,000
Renovation-Turf (SOW, Paragraph 10.4)		20	As requested	$540	$1,080
Vertical Mowing (SOW, Paragraph 10.5)		24	Annually	$800	$800
Turf Reseeding (SOW, Paragraph 10.6)		20	As requested	$960	$1,840
Rodent Control (SOW, Paragraph 9.2.10)		8	As needed	$720	$4,320
Tree Maintenance * (SOW, Paragraph 10.12)	# of Trees				
Coarse Pruning			1x/3yrs		
Medium Pruning	10	32		$1500	$500
Fine Pruning	20	60		$3600	$1,200
Raising Branches					
Crown Cleaning	10	32		$1500	$500
Crown Thinning	10	36		$1600	$533
Crown Raising					
Palm Trees (SOW 10.9)	3			$0	$0
				ANNUAL TOTAL	$14,557

* All trees shall be pruned at each Facility once during the first three years of the contract term. Provide a cost for each **Tree Maintenance** task along with a description of tree(s) to be serviced and a reasoning for selection of type of pruning to be used. Pruning definitions are listed in SOW, Paragraph 2.6, 2.8, and 2.9. Divide Total Maximum Frequency Cost by 3.
All palm trees shall be maintained at each Facility. Divide Total Maximum Frequency Cost by 3.

II. UNSCHEDULED/OTHER WORK

CLASSIFICATION	HOURLY RATE (Includes Profit & Overhead)
Pest Control Operator	$65
Irrigation Specialist	$45
Landscape Maintenance Laborer	$27

EXHIBIT B-2

DEPARTMENT OF HEALTH SERVICES

PRICE SHEET

UNSCHEDULED WORK - SEASONAL/PERIODIC/OTHER SERVICES

Facility	Central Health Center
Address	241 N. Figueroa Street, Los Angeles, CA 90012
Hours of Operation	Services to be provided between the hours of 6 a.m to 3 p.m. M-F

I. SEASONAL/PERIODIC LANDSCAPE MAINTENANCE SERVICES

TASK		Staff Hours Per Frequency	Frequency	Total Maximum Frequency Cost	Total Maximum Cost Per Contract Year
Aerification (SOW, Paragraph 10.1			None		
Disease/Insect Control (SOW, Paragraph 10.2)		4	As needed	$320	$2,600
Fertilization (SOW, Paragraph 10.3)		1	Once per year	$240	$240
Renovation-Turf (SOW, Paragraph 10.4)			None		
Vertical Mowing (SOW, Paragraph 10.5)			None		
Turf Reseeding (SOW, Paragraph 10.6)			None		
Rodent Control (SOW, Paragraph 9.2.10)		8	As needed	$520	$6,240
Tree Maintenance* (SOW, Paragraph 10.12)	# of Trees				
Coarse Pruning			1x/3yrs		
Medium Pruning					
Fine Pruning	7	80		$4,200	$1,400
Raising Branches					
Crown Cleaning					
Crown Thinning					
Crown Raising					
Palm Trees (SOW 10.9)			None		
				ANNUAL TOTAL	$10,480

* All trees shall be pruned at each Facility once during the first three years of the contract term. Provide a cost for each **Tree Maintenance** task along with a description of tree(s) to be serviced and a reasoning for selection of type of pruning to be used. Pruning definitions are listed in SOW, Paragraph 2.6, 2.8, and 2.9. Divide Total Maximum Frequency Cost by 3.
All palm trees shall be maintained at each Facility. Divide Total Maximum Frequency Cost by 3.

II. UNSCHEDULED/OTHER WORK

CLASSIFICATION	HOURLY RATE (Includes Profit & Overhead)
Pest Control Operator	$65
Irrigation Specialist	$45
Landscape Maintenance Laborer	$27

EXHIBIT C

DEPARTMENT OF HEALTH SERVICES – COUNTY OF LOS ANGELES
LANDSCAPE MAINTENANCE SERVICES
FACILITY SPECIFICATION SHEET

Facility	Health Services Administration
Address	313 N. Figueroa Street, Los Angeles CA 90012
Hours of Operation	Services to be provided between the hours of 6 a.m to 3 p.m. M-F

# Trees	# Palm Trees	Shrubs Y/N	Hedges Y/N	# Planters	Grass Y/N	Irrigation System Y/N
55	7	Y	Y	38	Y	Y

Reference	Routine Landscape Maintenance	Frequency
9.1.2	Mowing	Weekly
9.1.3	Edging	Once every other week
9.1.4	Hedge Trimming	Twice a month, as needed
9.2.2	Cultivation	Once every two weeks, as needed
9.2.3	Flower Beds	Twice a month, as needed
9.2.4	Ground Cover	Twice a month, as needed
9.2.7	Irrigation System Maintenance	Each visit
9.2.8	Litter Control	Once daily by 7:30 a.m. M-F
9.2.9	Raking	Each visit
9.2.10	Rodent Control	As needed
9.2.12	Weed Control	Once each month
9.2	Chemical turf detailing around trees, turf boundaries and various irrigation components	Once every two months
9.2	Chemical application to beds, planters, walkways, medians, curb and gutter expansion joints in all hard surface areas, slopes, hillsides	Once each month
9.12	Hazard Reduction Pruning (HRP)	As needed
9.15	Interior Plants	As needed
Reference	**Unscheduled Work - Seasonal/Periodic/Other Services**	**Frequency**
10.1	Aerification	Twice a year
10.2	Disease/Insect Control	As needed
10.3	Fertilization	Twice per year
10.4	Turf Renovation	As requested
10.5	Vertical Mowing	Annually
10.6	Turf Reseeding/Restoration of Bare Areas	As requested
10.7 10.8	Tree Maintenance Tree Pruning	All trees -once in 3 year contract term
11.0	Other Work/Unscheduled Work	As requested

Describe Special Operational Requirements

* **Approximate Number. Proposal included a total cost for Tree Maintenance of ALL trees at facility.**

Contract Monitor:_____

EXHIBIT C

DEPARTMENT OF HEALTH SERVICES – COUNTY OF LOS ANGELES
LANDSCAPE MAINTENANCE SERVICES
FACILITY SPECIFICATION SHEET

Facility	Health Services Administration-Commerce
Address	5555 Ferguson Drive, Commerce CA 90022
Hours of Operation	Services to be provided between the hours of 6 a.m to 3 p.m. M-F

# Trees	# Palm Trees	Shrubs Y/N	Hedges Y/N	# Planters	Grass Y/N	Irrigation System Y/N
50	3	Y	7	8	Y	Y

Reference	Routine Landscape Maintenance	Frequency
9.1.2	Mowing	Weekly
9.1.3	Edging	Once every other week
9.1.4	Hedge Trimming	Twice a month, as needed
9.2.2	Cultivation	Once every two weeks, as needed
9.2.3	Flower Beds	Twice a month, as needed
9.2.4	Ground Cover	Twice a month, as needed
9.2.7	Irrigation System Maintenance	Each visit
9.2.8	Litter Control	Once daily by 7:30 a.m. M-F
9.2.9	Raking	Each visit
9.2.10	Rodent Control	As needed
9.2.12	Weed Control	Once each month
9.2	Chemical turf detailing around trees, turf boundaries and various irrigation components	Once every two months
9.2	Chemical application to beds, planters, walkways, medians, curb and gutter expansion joints in all hard surface areas, slopes, hillsides	Once each month
9.12	Hazard Reduction Pruning (HRP)	As needed
9.15	Interior Plants	As needed
Reference	**Unscheduled Work - Seasonal/Periodic/Other Services**	**Frequency**
10.1	Aerification	Twice a year
10.2	Disease/Insect Control	As needed
10.3	Fertilization	Twice per year
10.4	Turf Renovation	As requested
10.5	Vertical Mowing	Annually
10.6	Turf Reseeding/Restoration of Bare Areas	As requested
10.7 10.8	Tree Maintenance Tree Pruning	All trees -once in 3 year contract term
11.0	Other Work/Unscheduled Work	As requested

Describe Special Operational Requirements
EMS Annex Fence North Lot #50 Ferguson Entrance South Lot #10 (Most 10 to 20 Feet Tall)

* **Approximate Number. Proposal included a total cost for Tree Maintenance of ALL trees at facility.**

Contract Monitor:_____

EXHIBIT C

DEPARTMENT OF HEALTH SERVICES – COUNTY OF LOS ANGELES
LANDSCAPE MAINTENANCE SERVICES
FACILITY SPECIFICATION SHEET

Facility	Central Health Center
Address	241 N. Figueroa Street, Los Angeles, CA 90012
Hours of Operation	Services to be provided between the hours of 6 a.m to 3 p.m. M-F

# Trees	# Palm Trees	Shrubs Y/N	Hedges Y/N	# Planters	Grass Y/N	Irrigation System Y/N
50	0	Y	7	8	Y	Y

Reference	Routine Landscape Maintenance	Frequency
9.1.2	Mowing	None
9.1.3	Edging	None
9.1.4	Hedge Trimming	Twice a month, as needed
9.2.2	Cultivation	As needed
9.2.3	Flower Beds	As needed
9.2.4	Ground Cover	Once a month, as needed
9.2.7	Irrigation System Maintenance	Each visit
9.2.8	Litter Control	Once daily by 7:30 a.m. M-F
9.2.9	Raking	Each visit
9.2.10	Rodent Control	As needed
9.2.12	Weed Control	Once each month
9.2	Chemical turf detailing around trees, turf boundaries and various irrigation components	Once every two months
9.2	Chemical application to beds, planters, walkways, medians, curb and gutter expansion joints in all hard surface areas, slopes, hillsides	Once each month
9.12	Hazard Reduction Pruning (HRP)	As needed
9.15	Interior Plants	None
Reference	**Unscheduled Work - Seasonal/Periodic/Other Services**	**Frequency**
10.1	Aerification	None
10.2	Disease/Insect Control	As needed
10.3	Fertilization	Once per year
10.4	Turf Renovation	None
10.5	Vertical Mowing	None
10.6	Turf Reseeding/Restoration of Bare Areas	As requested
10.7 10.8	Tree Maintenance Tree Pruning	All trees -once in 3 year contract term
11.0	Other Work/Unscheduled Work	As requested

Describe Special Operational Requirements

* **Approximate Number. Proposal included a total cost for Tree Maintenance of ALL trees at facility..**

Contract Monitor:_____

EXHIBIT D

CONTRACTOR'S EEO CERTIFICATION

AMERICAN HERITAGE LANDSCAPE LP

Company Name

7945 Deering Ave Canoga Park, 91304

Address
20-585-2038

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Contractor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Contractor has written policy statement prohibiting discrimination in all phases of employment.	( )	( )
2. Contractor periodically conducts a self-analysis or utilization analysis of its work force.	( )	( )
3. Contractor has a system for determining if its employment practices are discriminatory against protected groups.	( )	( )
4. When areas are identified in employment practices, Contractor has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	( )	( )

Signature

Date

David Price, CFO

Name and Title of Signer (please print)

EXHIBIT E

COUNTY'S ADMINISTRATION

FACILITY GROUP F

HEALTH SERVICES ADMINISTRATION, HEALTH SERVICES ADMINISTRATION-COMMERCE, CENTRAL HEALTH CENTER

FACILITY CEO/ADMINISTRATOR:

Name: _____

Title: _____

Address: _____

Telephone: ( ) _____

Facsimile: ( ) _____

E-Mail Address: _____

FACILITY PROJECT MANAGER/FACILITY DESIGNEE:

Name: _____

Title: _____

Address: _____

Telephone: ( ) _____

Facsimile: ( ) _____

E-Mail Address: _____

FACILITY PROJECT MONITOR:

Name: _____

Title: _____

Address: _____

Telephone: ( ) _____

Facsimile: ( ) _____

E-Mail Address: _____

EXHIBIT F

CONTRACTOR'S ADMINISTRATION

NAME OF CONTRACTOR : AMERICAN HERITAGE LANDSCAPE LP

FACILITY GROUP F: HEALTH SERVICES ADMINISTRATION, HEALTH SERVICES ADMINISTRATION-COMMERCE, CENTRAL HEALTH CENTER

CONTRACTOR'S PROJECT MANAGER: _____

Name: _____

Title: _____

Address: _____

Telephone: ( ) _____

Facsimile: ( ) _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S) _____

Name: _____

Title: _____

Address: _____

Telephone: ( ) _____

Facsimile: ( ) _____

E-Mail Address: _____

_____

Name: _____

Title: _____

Address: _____

Telephone: ( ) _____

Facsimile: ( ) _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following address: _____

Name: _____

Title: _____

Address: _____

Telephone: ( ) _____

Facsimile: ( ) _____

E-Mail Address: _____

EXHIBIT G

Title 2 ADMINISTRATION

Chapter 2.203.010 through 2.203.090

CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or

6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief executive officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.
This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28,2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

2.203.040 Contractor Jury Service Policy.
A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

2.203.050 Other Provisions.
A. Administration. The chief executive officer shall be responsible for the administration of this chapter. The chief executive officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

2.203.060 Enforcement and Remedies.
For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor.

2.203.070. Exceptions.
A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
   1. Has ten or fewer employees during the contract period; and,

   2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

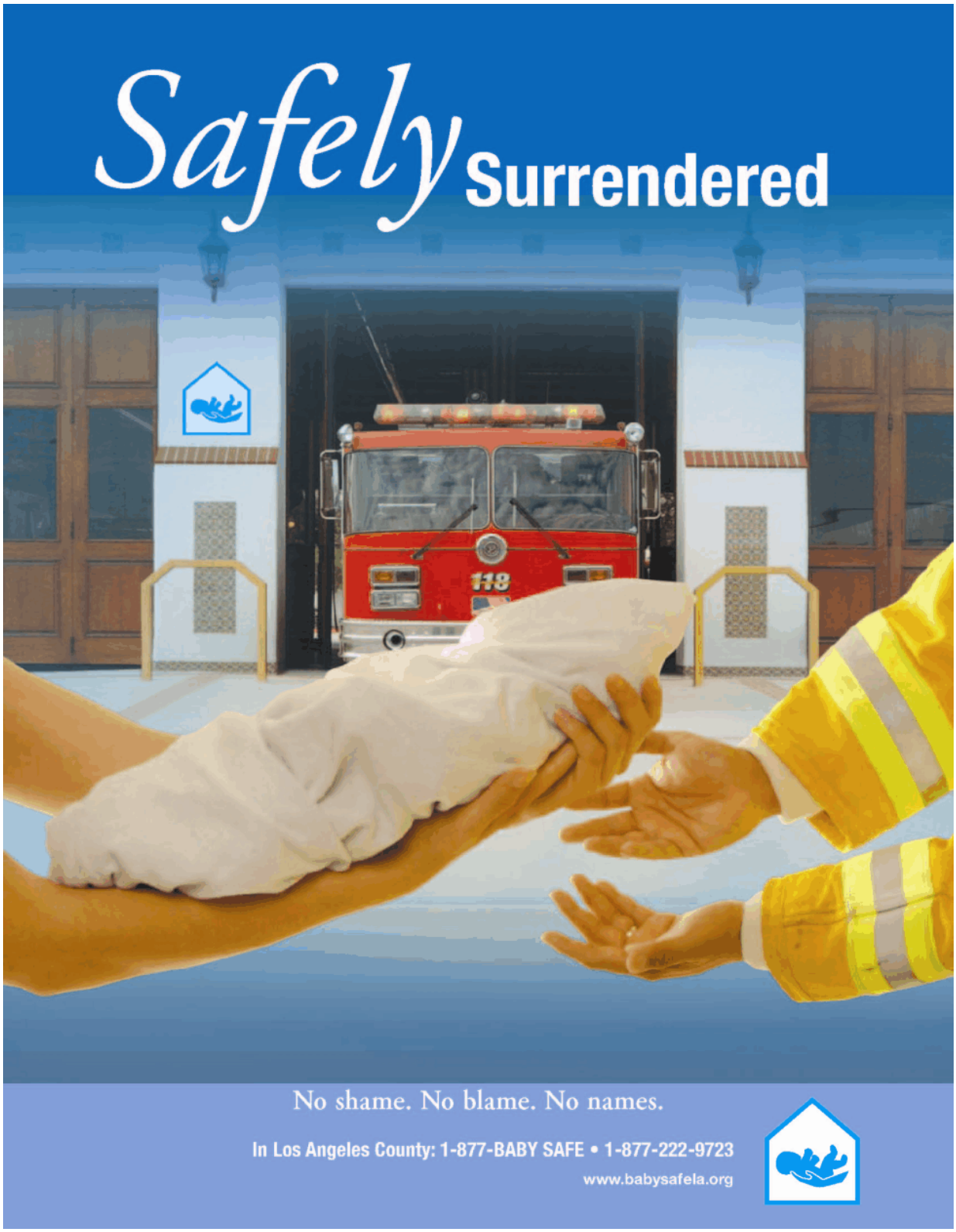
   3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed $500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.


Safely Surrendered
118
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723
www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at **1-800-540-4000**.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

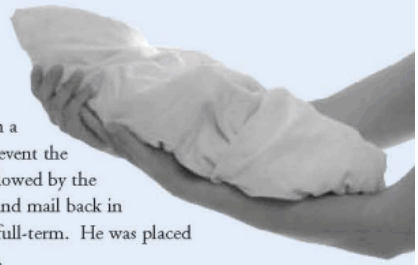
What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the **Safely Surrendered Baby Law** is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The **Safely Surrendered Baby Law** prevents this tragedy from ever happening again in California.

A baby's story



Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.

2.201.010 Findings.
The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles. (Ord. 2007-0011 § 1, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.020 Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

A. "County" includes the county of Los Angeles, any county officer or body, any county department head, and any county employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.

B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a county of Los Angeles owned or leased facility.

C. "Employer" means:

1. An individual or entity who has a contract with the county:

   a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or

   b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and

   c. Who has received or will receive an aggregate sum of $25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or

2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the county.

D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the chief administrative officer, but in no event less than 35 hours worked per week.

E. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq. of this code, entitled Contracting with Private Business. (Ord. 2007-0011 § 2, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.030 Prospective effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their

amendments in effect before this chapter becomes applicable. (Ord. 99-0048 § 1 (part), 1999.)
* **Editor's note:** Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

2.201.040 Payment of living wage.

A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be $9.64 per hour with health benefits, or $11.84 per hour without health benefits.

B. To qualify for the living wage rate with health benefits, an employer shall pay at least $2.20 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.

C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section, above for future contracts. Any adjustments to the living wage rate specified in subsections A and B that are adopted by the board of supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments which become effective three months or more after the effective date of the ordinance that adjusts the living wage rate. (Ord. 2007-0011 § 3, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.050 Other provisions.

A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.

B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

C. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The chief administrative officer in conjunction with the affirmative action compliance officer shall issue written instructions on the implementation and on-going administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the chief administrative officer in conjunction with the affirmative action compliance officer. The affirmative action compliance officer in conjunction with the chief administrative officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.

E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ord. 99-0048 § 1 (part), 1999.)

2.201.060 Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ord. 99-0048 § 1 (part), 1999.)

2.201.070 Employee retention rights.

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

A. A "retention employee" is an employee of a predecessor employer:

1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;

2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and

3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.

B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.

C. A subsequent employer is not required to hire a retention employee who:

1. Has been convicted of a crime related to the job or his or her job performance; or

2. Fails to meet any other county requirement for employees of a contractor.

D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ord. 99-0048 § 1 (part), 1999.)

2.201.080 Enforcement and remedies.

For violation of any of the provisions of this chapter:

A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.

B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:

1. Assess liquidated damages as provided in the contract; and/or

2. Recommend to the board of supervisors the termination of the contract; and/or

3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code. (Ord. 2007-0011 § 4, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.090 Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.

B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.

D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:

1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and

2. Has 20 or fewer employees during the contract period, including full time and part time employees; and

3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed $1,000,000.00; or

4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed $2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full time and part time employees, and more than $1,000,000.00 in annual gross revenues or $2,500,000.00 in annual gross revenues if a technical or professional service.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 99-0055 § 1, 1999: Ord. 99-0048 § 1 (part), 1999.)

2.201.100 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 99-0048 § 1 (part), 1999.

EXHIBIT J

Exhibit IX

COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE

MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

Instruction Box: Please complete all sections of this form. *(Information to complete this form can be obtained from your weekly certified payroll reports)* Submit this form with your Certified Payroll Reports to the awarding County department. Be sure to complete and sign the reverse side of this form before submitting.

(1) Name: Contractor ☐ Subcontractor ☐

Address: (Street, City, State, Zip)

(2) Payroll No.:

(3) Work Location:

(4) From payroll period: ___/___/___ to payroll period: ___/___/___

(5) For Month Ending:

(6) Department Name:

(7) Contract Service Description:

(8) Contract Name & Number:

(9) Contractor Health Plan Name(s):

(10) Contractor Health Plan ID Number(s):

(11) Employee Name, Address & Last 4 digits of SS#	(12) Work Classification	(13) Total Hours Worked Each Week of Monthly Pay Period					(14) Total Aggregate Hours	(15) Employer Paid Health Benefit Hourly Rate	(16) Gross Amount Paid (14x15)	(17) Employee Paid Health Benefit Hourly Rate	(18) Gross Amount Paid (14x17)	(19) Aggregate $ Health Benefits Paid (16+18)
		1	2	3	4	5						
1												
2												
3												
4												
5												
I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.	Total (This Page)											
Print Authorized Name:	Grand Total (All Pages)											

Authorized Signature: Date: / /

Title:

Telephone Number (include area code) ( )

Page: _____ of _____

EXHIBIT K

COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
PAYROLL STATEMENT OF COMPLIANCE

I, _____, _____
(Name of Owner or Company Representative) (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by
_____ on the _____ ;
(Company or subcontractor Name) (Service, Building or Work Site)
that during the payroll period commencing on the _____ day of _____,and
(Calendar day of Month) (Month and Year)
ending the _____ day of _____ all persons employed on said work site
(Calendar day of Month) (Month and Year)
have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of _____
(Company Name)
from the full weekly wages earned by any person and that no deductions have been made either directly or in directly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

2. That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for employees contained therein are not less than the applicable County of Los Angeles Living Wage rates contained in the contract.

3. That:
   A. WHERE FRINGE (Health) BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS

      □ In addition to the basic hourly wage rates paid to each employee listed in the above referenced payroll, payments of health benefits as required in the contract have been or will be paid to appropriate programs for the benefit of such employees.

   B. WHERE FRINGE (Health) BENEFITS ARE PAID IN CASH

      □ Each employee listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the applicable amount of the required County of Los Angeles Living Wage hourly rate as listed in the contract.

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.	
Print Name and Title	Owner or Company Representative Signature:
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD OF THREE (3) YEARS.	

EXHIBIT L

COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE - PAYROLL REPORTING FORM

PAGE _____ OF _____

(1) ☐ CONTRACTOR	☐ SUBCONTRACTOR	(6) CONTRACT NO.:
(2) NAME:		(7) TYPE OF SERVICE:
(3) ADDRESS:		(8) WORK LOCATION(S):
(4) CONTACT PERSON:	(5) TELEPHONE: ( )	(9) PAYROLL PERIOD (Beginning and end dates):

(10) NAME / ADDRESS	(11) Last 4 SS #:	(14) Position Title	(15) DAY AND DATE 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	XXX	(16) Total Hours	(17) Pay Rate	(18) Gross	(19) DEDUCTIONS Medi-SS FICA	(20) Fed Tax	(21) State Tax	(22) Hlth. Ins.	(23) Other	(24) Total Deduct	(25) Net Wages
			16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31										
	(12) ☐ Full																											
	☐ Part	County																										
	(13) Health Ins.	OT																										
	☐ Yes	Other Job																										
	☐ No	OT																										

(10) NAME / ADDRESS	(11) Last 4 SS #:	(14) Position Title	(15) DAY AND DATE 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	XXX	(16) Total Hours	(17) Pay Rate	(18) Gross Pay	(19) DEDUCTIONS Medi-SS FICA	(20) Fed Tax	(21) State Tax	(22) Hlth. Ins.	(23) Other	(24) Total Deduct	(25) Net Wages
			16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31										
	(12) ☐ Full																											
	☐ Part	County																										
	(13) Health Ins.	OT																										
	☐ Yes	Other Job																										
	☐ No	OT																										

(10) NAME / ADDRESS	(11) Last 4 SS #:	(14) Position Title	(15) DAY AND DATE 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	XXX	(16) Total Hours	(17) Pay Rate	(18) Gross	(19) DEDUCTIONS Medi-SS FICA	(20) Fed Tax	(21) State Tax	(22) Hlth. Ins.	(23) Other	(24) Total Deduct	(25) Net Wages
			16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31										
	(12) ☐ Full																											
	☐ Part	County																										
	(13) Health Ins.	OT																										
	☐ Yes	Other Job																										
	☐ No	OT																										

(10) NAME / ADDRESS	(11) Last 4 SS #:	(14) Position Title	(15) DAY AND DATE 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	XXX	(16) Total Hours	(17) Pay Rate	(18) Gross	(19) DEDUCTIONS Medi-SS FICA	(20) Fed Tax	(21) State Tax	(22) Hlth. Ins.	(23) Other	(24) Total Deduct	(25) Net Wages
			16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31										
	(12) ☐ Full																											
	☐ Part	County																										
	(13) Health Ins.	OT																										
	☐ Yes	Other Job																										
	☐ No	OT																										

EXHIBIT M

CONTRACTOR ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract.)

CONTRACTOR NAME _____ Contract No._____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgment and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware. Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

Printed Name: _____

Title: _____

Signature: _____

EXHIBIT N

CHARITABLE CONTRIBUTIONS CERTIFICATION

AMERICAN HERITAGE LANDSCAPE LP

Company Name

7945 Deering Ave Canoga Park, 91304

Address

205852038

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of 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

☐ 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 Date

DAVID PRICE, CFO

Name and Title of Signer (please print)

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES

AND

PARKWOOD LANDSCAPE MAINTENANCE, INC.

FOR

LANDSCAPE MAINTENANCE SERVICES AT
RANCHO LOS AMIGOS NATIONAL REHABILITATION CENTER

77191

CONTRACT PROVISIONS
TABLE OF CONTENTS

PARAGRAPH TITLE PAGE

RECITALS 1

1.0 APPLICABLE DOCUMENTS 2

2.0 DEFINITIONS 2

3.0 WORK 3

4.0 TERM OF CONTRACT 4

5.0 CONTRACT SUM 4

6.0 ADMINISTRATION OF CONTRACT- COUNTY 7

6.1 FACILITY CEO 8

6.2 FACILITY PROJECT MANAGER/FACILITY DESIGNEE 8

6.3 FACILITY PROJECT MONITOR 8

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR 7

7.1 CONTRACTOR'S PROJECT MANAGER 8

7.2 APPROVAL OF CONTRACTOR'S STAFF 8

7.3 CONTRACTOR STAFF IDENTIFICATION 8

7.4 BACKGROUND & SECURITY INVESTIGATIONS 8

7.5 CONFIDENTIALITY 9

8.0 STANDARD TERMS AND CONDITIONS

8.1 ASSIGNMENT AND DELEGATION 9

8.2 AUTHORIZATION WARRANTY 10

8.3 BUDGET REDUCTIONS 10

8.4 AMENDMENTS AND ADMINISTRATIVE AMENDMENTS 10

CONTRACT PROVISIONS
TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
8.5	COMPLAINTS	11
8.6	COMPLIANCE WITH APPLICABLE LAW	12
8.7	COMPLIANCE WITH CIVIL RIGHTS LAWS	12
8.8	COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM	13
8.9	COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM	14
8.10	CONFLICT OF INTEREST	21
8.11	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST	21
8.12	CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS	22
8.13	CONTRACTOR'S RESPONSIBILITY AND DEBARMENT	22
8.14	CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM	24
8.15	COUNTY'S QUALITY ASSURANCE PLAN	24
8.16	DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS	25
8.17	EMPLOYMENT ELIGIBILITY VERIFICATION	25
8.18	FACSIMILE REPRESENTATIONS	25
8.19	FAIR LABOR STANDARDS	25
8.20	GOVERNING LAW, JURISDICTION, AND VENUE	26
8.21	INDEPENDENT CONTRACTOR STATUS	26
8.22	INDEMNIFICATION	26
8.23	GENERAL INSURANCE REQUIREMENTS	27
8.24	INSURANCE COVERAGE REQUIREMENTS	29
8.25	LIQUIDATED DAMAGES	29

CONTRACT PROVISIONS
TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
8.26	MOST FAVORED PUBLIC ENTITY	30
8.27	NONDISCRIMINATION AND AFFIRMATIVE ACTION	30
8.28	NON EXCLUSIVITY	31
8.29	NOTICE OF DELAYS	31
8.30	NOTICE OF DISPUTES	31
8.31	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	31
8.32	NOTICES	32
8.33	PROHIBITION AGAINST INDUCEMENT OR PERSUASION	32
8.34	PUBLIC RECORDS ACT	32
8.35	PUBLICITY	32
8.36	RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT	33
8.37	RECYCLED BOND PAPER	34
8.38	SAFELY SURRENDERED BABY LAW	35
8.39	SUBCONTRACTING	35
8.40	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE	36
8.41	TERMINATION FOR CONVENIENCE	36
8.42	TERMINATION FOR DEFAULT	36
8.43	TERMINATION FOR IMPROPER CONSIDERATION	38
8.44	TERMINATION FOR INSOLVENCY	39
8.45	TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE	39
8.46	TERMINATION FOR NON-APPROPRIATION OF FUNDS	39

CONTRACT PROVISIONS
TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
8.47	TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM	39
8.48	VALIDITY	40
8.49	WAIVER	40
8.50	WARRANTY AGAINST CONTINGENT FEES	41
8.51	COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)	41
8.52	LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM	41
8.53	CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE	42
8.54	FORCE MAJEURE	42
8.55	CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM	43
8.56	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN .... COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM	43

SIGNATURES 44

EXHIBITS

A	STATEMENT OF WORK
B -1	PRICE SHEET - SPECIFIC WORK RQUIREMENTS - ROUTINE SERVICES
B -2	PRICE SHEET – UNSCHEDULED WORK – SEASONAL/PERIODIC SERVICES
C	FACILITY SPECIFICATION SHEET
D	CONTRACTOR'S EEO CERTIFICATION
E	COUNTY'S ADMINISTRATION
F	CONTRACTOR'S ADMINISTRATION
G	JURY SERVICE ORDINANCE
H	SAFELY SURRENDERED BABY LAW
I	LIVING WAGE ORDINANCE
J	MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS
K	PAYROLL STATEMENT OF COMPLIANCE
L	LWO – PAYROLL REPORTING FORM
M	CONTRACTOR ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT
N	CHARITABLE CONTRIBUTIONS CERTIFICATION

Contract # _____

LANDSCAPE MAINTENANCE SERVICES AGREEMENT

This Agreement is made and entered into this 1st day of December, 2010, 09

by and between COUNTY OF LOS ANGELES (hereafter County"),

and PARKWOOD LANDSCAPE MAINTENANCE INC. (hereafter "Contractor").

RECITALS

WHEREAS, pursuant to California Health and Safety Code Sections 1441 and 1445, County has established and operates, through its Department of Health Services (hereafter "DHS"), Rancho Los Amigos National Rehabilitation Center (North Campus), 70601 E. Imperial Highway & 7500 Quill Drive, Downey, California, 90242 (hereafter "Facility" or "Medical Center"); and

WHEREAS, County is authorized by Los Angeles County Code Section 2.121.250 et seq. to contract with private businesses to perform personal services when it is more economical or feasible to do so; and

WHEREAS, the County has determined that it is legal, feasible and cost-effective to contract for landscape services; and

WHEREAS, Contractor is duly licensed and certified under the laws of the State of California to engage in the business of providing landscape maintenance services as described hereunder; and

WHEREAS, this Agreement is authorized by California Government Code Sections 23004 and 26227.

77191

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K L, M, and N are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority:

1.1	EXHIBIT A -	Statement of Work
1.2	EXHIBIT B -1 -	Price Sheet - Specific Work Requirements - Routine Service
1.3	EXHIBIT B -2 -	Price Sheet - Unscheduled Work – Seasonal/Periodic Services
1.4	EXHIBIT C -	Facility Specification Sheet
1.5	EXHIBIT D -	Contractor's EEO Certification
1.6	EXHIBIT E -	County's Administration
1.7	EXHIBIT F -	Contractor's Administration
1.8	EXHIBIT G -	Jury Service Ordinance
1.9	EXHIBIT H -	Safely Surrendered Baby Law
1.10	EXHIBIT I -	Living Wage Ordinance
1.11	EXHIBIT J -	Monthly Certification for Applicable Health Benefit Payments
1.12	EXHIBIT K -	Payroll Statement of Compliance
1.13	EXHIBIT L -	LWO – Payroll Reporting Form
1.14	EXHIBIT M -	Contractor Acknowledgment and Confidentiality Agreement
1.15	EXHIBIT N -	Charitable Contributions Certification

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Paragraph 8.4 – Amendments and Administrative Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1 Contract/Agreement: Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.

2.2 Contractor: The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.

2.3 Director: County's Director of Health Services, or his duly authorized designee.

2.4 Contractor Project Manager: The individual designated by the Contractor to administer the Contract operations after the Contract award.

2.5 Day(s): Calendar day(s) unless otherwise specified.

2.6 Director of Health Services (Director): County's Director of Health Services, or his duly authorized designee.

2.7 Facility: Refers to County facility where services will be rendered.

2.8 Facility Chief Executive Officer (CEO): Facility's CEO or Administrator designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the Facility Project Manager.

2.9 Facility Project Manager/Facility Designee: Person designated by Facility CEO to manage the operations under this Contract. This position may also be assigned as the Facility Project Monitor.

2.10 Facility Project Monitor: Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by Contractor.

2.11 Fiscal Year: The twelve (12) month period beginning July 1st and ending the following June 30th.

2.12 Other Work: Work which is requested by the Facility Program Manager in writing that arises out of extraordinary incidents, such as vandalism, acts of God, and third party negligence, or of which consists of requested improvement.

2.13 Quality Control Plan: All necessary measures taken by Contractor to assure that the quality of service will meet the contract requirements regarding timeliness, accuracy, appearance, completeness, consistency, and conformity to all requirements set forth in Statement of Work, Exhibit A.

2.14 Unscheduled Work - Seasonal/Periodic Landscape Maintenance Services: Landscape maintenance services which are performed during a specified time or part of the year (e.g., winter, spring, summer, fall) or which are performed intermittently (e.g., disease control, renovation of turf, and reseeding).

2.15 Contract Discrepancy Report (CDR): A report used by Contract Monitors to record discrepancies or problems with a Contractor's performance with provision of a contract. A copy of CDR is provided to a Contractor for response and corrective action as necessary.

2.16 Quality Assurance Evaluator (QAE): County officer or employee responsible for County monitoring the contract.

3.0 WORK

3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.

3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

4.1 The term of this Contract shall be for the period commencing on January 1, 2010, following execution by County's Board of Supervisors, and continuing through December 31, 2012, unless sooner terminated or extended, in whole or in part, as provided in this contract.

4.2 The County shall have the sole option to extend the Contract term for up to two (2) additional one-year periods and to further extend for up to six months, on a month-to-month basis, for a period of time not to exceed six (6) months, through June 30, 2015. All provisions of this Contract are in effect on the date the term commences and shall remain in effect for the duration of the extension. Completion for work performed during the extension period shall be prorated on a monthly basis where applicable, and on a daily basis for time periods of less than a month.

4.3 County will transition certain facilities from existing Contracts to this Contract between the Contract effective date and the Service Start Date. If Contractor is currently providing services to County, Contractor will continue to do so at existing Contract rates, until such Facility transitions are completed.

5.0 CONTRACT SUM

5.1 For all services hereunder, Contractor shall provide services at the rates listed in Exhibit B-1 and B-2, attached hereto, on billing forms approved by the County. The annual obligation of County for Contractor's performance of Specific Work Requirements - Routine Service shall not exceed One Hundred Ninety-Eight Thousand, Four Hundred Forty-Four Dollars ($198,444). The annual obligation of County for the performance of Unscheduled Work - Seasonal/Periodic Services shall not exceed One Hundred Ninety-Seven Thousand, Seven Hundred Eleven Dollars ($197,711). The annual cost of this Agreement shall not exceed Three Hundred Ninety-Six Thousand, One Hundred Fifty-Five Dollars ($396,155).

5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

5.3 Reimbursement for Unscheduled Work - Seasonal/Periodic Services: Seasonal/Periodic services shall be performed as described in Exhibit A, Statement of Work, Paragraph 12.0, and in accordance with the rates listed in Exhibit B-2, Price Sheet, Unscheduled Work – Seasonal/Periodic/Other Services.

Reimbursement for Seasonal/Periodic Services shall be made subsequent to receipt of a complete and correct itemized billing, as required by County, in addition to evidence of County pre-approval of services performed. The County, at its sole discretion, reserves the option to provide these services or obtain these services from another vendor. Any County funds which would have been paid to

Contractor pursuant to this Agreement for any such frequency of service which is not performed may, as determined in the sole discretion of Facility Project Manager, be used for "Unscheduled Other Work".

For Unscheduled Work - Seasonal/Periodic Services performed under this Contract, Contractor shall prepare a separate billing for Seasonal/Periodic Landscape Maintenance Services performed during the previous calendar month. Payment shall be contingent upon County inspection and approval. Billings shall be in accordance with the rates listed in Exhibit B-2 – Price Sheet, Unscheduled Work – Seasonal/Periodic/Other Services.

Contractor shall maintain copies of all estimates, invoices, receipts, and other records supporting all costs, the number of labor hours charged, and County's pre-approval of work performed. Failure to maintain records to support costs may result in the disallowance of those costs, as determined by Facility Project Manager.

5.4 Unsatisfactory Performance Deductions from the Basic Monthly Charge: During any calendar month in which the Acceptable Quality Level is not met and Contractor's performance is deemed unsatisfactory in any of the service areas listed in Exhibit A, Statement of Work, County may, in its sole discretion, make unsatisfactory performance deductions from the Basic Monthly Charge as specified in Exhibit A, Statement of Work, Attachment C, Performance Requirements Summary Chart.

5.5 No Payment for Services Provided Following Expiration/Termination of Contract

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

5.9 Invoices and Payments

5.9.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in *Exhibit A - Statement of Work* and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract.

The Contractor's payments shall be as provided in *Exhibit B-1 – Price Sheet*, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

5.9.2 The Contractor's invoices shall be priced in accordance with the rates specified in Exhibit B-1 and B-2, as applicable.

5.9.3 The Contractor's invoices shall contain the information set forth in Exhibit A - Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed. Additionally, Contractor must provide Facility Project Manager or his designee with a current list of employees including supervisors providing services at Facility with each monthly service invoice. This monthly listing should also include the total number of hours worked per employee. Contractor shall provide a more detailed listing of employees quarterly which shall include each employee's name, date of employment, date of birth, current address, phone number and the date of latest physical examination. Contractor must keep this list updated.

5.9.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

Prop A - Living Wage Program:
No invoice will be approved for payment unless the following is included:

- Exhibit J - Monthly Certification for Applicable Health Benefit Payments (if applicable)
- Exhibit K - Payroll Statement of Compliance

5.9.5 All invoices under this Contract shall be submitted in two (2) copies to the appropriate County facility as referenced in the *Statement of Work, Exhibit A.*

5.9.6 **County Approval of Invoices.** All invoices submitted by the Contractor for payment must have the written approval of the Facility Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.9.7 **Local Small Business Enterprises** – Prompt Payment Program Certified Local SBEs (if applicable) will receive prompt payment for services they provide to the County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

5.10 Cost of Living Adjustments (COLAs):
If the County elects in its' sole determination to exercise the option years, the Contract rates amount may be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for Urban Consumers (CPI-U) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the contract anniversary date. However, any increase shall not exceed the general salary movement granted to County employees as

determined by the Chief Executive Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries; no cost of living adjustments will be granted.

Where the County decides to grant a COLA pursuant to this paragraph for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this contract) from the base upon which a COLA is calculated, unless the Contractor can show that his/her labor cost will actually increase.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following Paragraphs are designated in *Exhibit E*. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 Facility Chief Executive Officer

Responsibilities of the Facility Chief Executive Officer include:

- ensuring that the objectives of this Contract are met;
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.
- resolving contractual or administrative matters relating to this Contract that cannot be resolved by the Facility Project Manager.

6.2 Facility Project Manager/Facility Designee

The responsibilities of the Facility Project Manager include:

- meeting with Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.

The Facility Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.3 Facility Project Monitor

The Facility Project Monitor is responsible for overseeing the day-to-day administration of this Contract. The Facility Project Monitor reports to the Facility Project Manager. The Facility Project Monitor on occasion may have the same duties as the Facility Project Manager.

7.0 ADMINISTRATION OF CONTRACT CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 Contractor's Project Manager is designated in *Exhibit F – Contractor's Administration*. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Contract and shall coordinate with Facility Project Manager and Facility Project Monitor on a regular basis.

7.2 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager.

7.3 Contractor's Staff Identification

7.3.1 Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge. Contractor staff, while on duty or when entering a County facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

7.3.2 If County requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately destroy the Contractor's staff's County photo identification badge at the time of removal from working on the Contract.

7.4 Background and Security Investigations

7.4.1 At any time prior to or during term of this Contract, the County may require that all Contractor staff performing work under this Contract undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Contract. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

7.4.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County conducted background clearance.

7.4.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff who do not pass such investigation to the satisfaction of the County whose background or conduct is incompatible with County facility access.

7.4.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.4, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

7.5.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.5.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

7.5.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit L.

8.0 STANDARD TERMS AND CONDITIONS

8.1 ASSIGNMENT AND DELEGATION

8.1.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.1.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

8.1.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.2 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.3 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Contractor under the Contract. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. The Contractor shall continue to provide all of the services set forth in the Contract.

8.4 AMENDMENTS AND ADMINISTRATIVE AMENDMENTS

8.4.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an amendment to this Agreement shall be prepared and executed by the Board of Supervisors and Contractor, except for the following:

8.4.1.1 Director is authorized to execute and approve at his sole discretion, Amendments due to changes in the Living Wage Ordinance.

8.4.1.2 The Director, at his/her sole discretion, is authorized to extend the contract as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions.

8.4.1.3 Director, at his/her sole discretion, is authorized to approve and execute COLAs in the option years, consistent with the Board's COLA policy, and as defined in Paragraph 5.10, Cost of Living Adjustments (COLAs).

8.4.1.4 County reserves the right to add or change the Facilities in any Facility Group County deems appropriate. County reserves the right to obtain Facility pricing or receive bids from other Contract Vendors. In the event any additions or changes are made, an Amendment shall be prepared and executed by the Director.

8.4.1.5 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Director.

8.5 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

Within ten (10) business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

8.5.1 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.5.2 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days.

8.5.3 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

8.5.4 The Contractor shall preliminarily investigate all complaints and notify the Facility Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

8.5.5 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.5.6 Copies of all written responses shall be sent to the Facility Project Manager within three (3) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D - Contractor's EEO Certification.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit G and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy

8.8.2.1 Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

8.8.2.2 For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

8.8.2.3 If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any

time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

8.8.2.4 Contractor's violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM

8.9.1 Living Wage Program

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as *Exhibit I* and incorporated by reference into and made a part of this Contract.

8.9.2 Payment of Living Wage Rates

8.9.2.1 Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County, including, without limitation, "Travel Time" as defined below at in Paragraph 8.9.2.5:

a. Not less than $11.84 per hour if, in addition to the per-hour wage, the Contractor contributes less than $2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or

b. Not less than $9.64 per hour if, in addition to the per-hour wage, the Contractor contributes at least $2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. The Contractor will be deemed to have contributed $2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County

Department of Health Services Community Health Plan. If, at any time during the Contract, the Contractor contributes less than $2.20 per hour towards the provision of bona fide health care benefits, the Contractor shall be required to pay its Employees the higher hourly living wage rate.

8.9.2.2 For purposes of this Paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of the Contractor under the laws of California, and who is providing full-time services to the Contractor, some or all of which are provided to the County under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

8.9.2.3 If the Contractor is required to pay a living wage when the Contract commences, the Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.

8.9.2.4 If the Contractor is not required to pay a living wage when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for an exception to the Living Wage Program. In either event, the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that the Contractor continues to qualify for an exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor

shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

8.9.2.5 For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, “Travel Time” shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time.

8.9.3 Contractor’s Submittal of Certified Monitoring Reports

The Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor’s Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of the Contractor’s current health care benefits plan, and the Contractor’s portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County (*Exhibit J and Exhibit K*), or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

8.9.4 Contractor’s Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of the Contract, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding (“claim”) concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or

unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

8.9.5 County Auditing of Contractor Records

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

8.9.6 Notifications to Employees

The Contractor shall place County-provided living wage posters at each of the Contractor's places of business and locations where the Contractor's Employees are working. The Contractor shall also distribute County-provided notices to each of its Employees at least once per year. The Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

8.9.7 Enforcement and Remedies

If the Contractor fails to comply with the requirements of this sub-paragraph, the County shall have the rights and remedies described in this sub-paragraph in addition to any rights and remedies provided by law or equity.

8.9.7.1 <u>Remedies For Submission of Late or Incomplete Certified Monitoring Reports</u>. If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

a. <u>Withholding of Payment</u>. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until the Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of $100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

c. Termination. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

8.9.7.2 Remedies for Payment of Less Than the Required Living Wage. If the Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

a. Withholding Payment. If the Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its Employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of $50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

c. Termination. The Contractor's continued failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

8.9.7.3 Debarment. In the event the Contractor breaches a requirement of this sub-paragraph, the County may, in its sole discretion, bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment.

8.9.8 Use of Full-Time Employees

The Contractor shall assign and use full-time Employees of the Contractor to provide services under the Contract unless the Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time Employees based on staffing efficiency or County requirements for the work to be performed under the Contract. It is understood and agreed that the Contractor shall not, under any circumstance, use non-full-time Employees for services provided under the Contract unless and until the County has provided written authorization for the use of same. The Contractor submitted with its proposal a full-time Employee staffing plan. If the Contractor changes its full-time Employee staffing plan, the Contractor shall immediately provide a copy of the new staffing plan to the County.

8.9.9 Contractor Retaliation Prohibited

The Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this sub-paragraph may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

8.9.10 Contractor Standards

During the term of the Contract, the Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the County, the Contractor shall demonstrate to the satisfaction of the County that the Contractor is complying with this requirement.

8.9.11 Employee Retention Rights

8.9.11.1 The Contractor shall offer employment to all retention employees who are qualified for such jobs. A "retention employee" is an individual:

a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and
b. Who has been employed by a Contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six months prior to the date of this new Contract, which predecessor contract was terminated by the County prior to its expiration; and
c. Who is or will be terminated from his or her employment as a result of the County entering into this new contract.

8.9.11.2 The Contractor is not required to hire a retention employee who:

a. Has been convicted of a crime related to the job or his or her performance; or
b. Fails to meet any other County requirement for employees of a Contractor.
c. The Contractor shall not terminate a retention employee for the first 90 days of employment under the contract, except for cause. Thereafter, the Contractor may retain a retention employee on the same terms and conditions as the Contractor's other employees.

8.9.12 Neutrality in Labor Relations

The Contractor shall not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

8.10 CONFLICT OF INTEREST

8.10.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.10.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Contract.

8.11 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give **first consideration** for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.12 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.13 CONTRACTOR'S RESPONSIBILITY AND DEBARMENT

8.13.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

8.13.2 Chapter 2.202 of the County Code

The Proposer is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

8.13.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.13.4 County's Contractor Hearing Board

If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the County's Contractor Hearing Board.

The County's Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the County's Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the County's Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the County's Contractor Hearing Board.

If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

The County's Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the County's Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the County's Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the

County's Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The County's Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The County's Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the County's Contractor Hearing Board.

8.13.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.14.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

8.14.2 As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the federal Social Security Act [(42 USC section 653 (a)] and California Unemployment Insurance Code section 1088.55, and shall implement all lawfully served Wage and Earnings Withholdings Orders or Child Support Services Department ("CSSD") Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure section 706.031 and Family Code section 5246 (b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.16.1 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 or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments and Administrative Amendments prepared pursuant to Sub-paragraph 8.4, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments and Administrative Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of “original” versions of such documents.

8.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not

limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.20 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.21 INDEPENDENT CONTRACTOR STATUS

8.21.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.21.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.21.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.21.4 The Contractor shall adhere to the provisions stated in Paragraph 7.5 - Confidentiality.

8.22 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

8.23 GENERAL INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.23 and 8.24 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.23.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to:

L.A. County - DHS Centralized Contract Monitoring Division 5555 Ferguson Drive, Suite 210 Commerce, CA 90022	Paula McGehee, Contract Analyst Contracts and Grants Division 313 N. Figueroa St., 6th Floor E Los Angeles, CA 90012

Prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract by Contract Number;
- Clearly evidence all coverages required in this Contract;
- Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and
- Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.23.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.

8.23.3 Failure to Maintain Coverage: Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Contract upon which the County may immediately withhold payments due to Contractor, and/or terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

8.23.4 Notification of Incidents, Claims or Suits: Contractor shall report to the County:

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.
- Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the Facility Project Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Contract.

8.23.5 Compensation for County Costs: In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

8.23.6 Insurance Coverage Requirements for Subcontractors: The Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- The Contractor providing evidence of insurance covering the activities of subcontractors, or

- The Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

8.24 INSURANCE COVERAGE REQUIREMENTS

8.24.1 **General Liability** insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	$4 million
Products/Completed Operations Aggregate:	$1 million
Personal and Advertising Injury:	$1 million
Each Occurrence:	$2 million

8.24.2 **Automobile Liability** written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than $1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

8.24.3 **Workers' Compensation and Employers' Liability** insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the Contractor is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	$1 million
Disease - policy limit:	$1 million
Disease - each employee:	$1 million

8.24.4 **Contractors Pollution Liability** insurance shall cover liability arising from the release, discharge, escape, dispersal or emission of pollutants, whether gradual or sudden, and include coverage for the costs and expenses associated with voluntary clean-up, testing, monitoring and treatment of pollutants in compliance with governmental mandate or requests. Motor vehicle pollution liability will be required under the Automobile Liability Insurance indicated above under paragraph 8.24.2 for removal of pollutant from work site. Contractor shall maintain limits not less than $1 million per occurrence and $2 million aggregate.

8.25 LIQUIDATED DAMAGES

8.25.1 If, in the judgment of County, the Contractor breaches the Contract requirements as specified in the *Performance Requirements Summary (PRS) Chart*, as defined in *SOW, Attachment A*, hereunder, the County will have a claim for the sum specified in the PRS, to be paid by the Contractor in accordance with the Contract as liquidated damages. The Director, or his/her designee shall notify Contractor in writing of the specific instances and areas of noncompliance and/or nonperformance and the corresponding unsatisfactory performance deductions.

8.25.2 This Paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.26 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.27.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.27.2 The Contractor shall certify to, and comply with, the provisions of *Exhibit D* - Contractor's EEO Certification.

8.27.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.27.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.

8.27.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.27.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.27 when so requested by the County.

8.27.7 If the County finds that any provisions of this Paragraph 8.27 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.27.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.28 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict the Department of Health Services from acquiring similar, equal or like goods and/or services from other entities or sources.

8.29 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.30 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the Facility Project Manager any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the Facility Project Manager is not able to resolve the dispute, the Facility CEO, or designee shall resolve it.

8.31 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.32 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in *Exhibits E, County's Administration and F, Contractor's Administration*. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.33 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.34 PUBLIC RECORDS ACT

8.34.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph 8.36 Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.34.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.35 PUBLICITY

8.35.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

8.35.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 8.35 shall apply.

8.36 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, canceled checks or other proof of payment, timecards, sign-in/out sheets, and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.36.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.36.2 Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 8.36 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.36.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's

dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.36.4 In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this subparagraph relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

8.37 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.38 SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's lace of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The fact sheet is set forth in Exhibit H of this contract and is also available on the Internet at www.babysafela.org

8.39 SUBCONTRACTING

8.39.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.39.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.39.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

8.39.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.39.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.

8.39.6 The Facility Chief Executive Officer is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

8.39.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.39.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor.

The Contractor shall ensure delivery of all such documents to the contact persons named in Paragraph 8.23.1, Evidence of Insurance, before any subcontractor employee may perform any work hereunder.

8.40 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.14, Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement failure of Contractor to cure such default within ninety (90) calendar days or written notice shall be grounds upon which County may terminate this contract pursuant to Paragraph 8.42, Termination for Default, and purse debarment of Contractor, pursuant to County Code Chapter 2.202

8.41 TERMINATION FOR CONVENIENCE

8.41.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.41.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Paragraph 8.36, Record Retention & Inspection/Audit Settlement.

8.42 TERMINATION FOR DEFAULT

8.42.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of the County's Project Director:

- Contractor has materially breached this Contract;

- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.42.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.42.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.42.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.42.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Paragraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.42.4 If, after the County has given notice of termination under the provisions of this Paragraph 8.42, it is determined by the County that the Contractor was not in default under the provisions of this Paragraph 8.42, or that the default was excusable under the provisions of Paragraph 8.42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.41 - Termination for Convenience.

8.42.5 In the event the County terminates this Contract in its entirety due to the Contractor's default as provided in Paragraph 8.42.1, the Contractor and the County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the County's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Contractor and the County agree that the County shall, at its sole option and in lieu of the provisions of Paragraph 8.42.2, be entitled to liquidated damages from the Contractor, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars ($5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the County for such actual damages. This amount of liquidated damages shall be either paid by the Contractor to the County by cash payment upon demand or, at the sole discretion of the Director, or designee, deducted from any amounts due to the Contractor by the County, whether under this Contract or otherwise.

These liquidated damages shall be in addition to any credits, which the County is otherwise entitled to under this Contract, and the Contractor's payment of these liquidated damages shall not in any way change, or affect the provisions of Paragraph 8.22 - Indemnification.

8.42.6 The rights and remedies of the County provided in this Paragraph 8.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.43 TERMINATION FOR IMPROPER CONSIDERATION

8.43.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.43.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the Facility CEO charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.43.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.44 TERMINATION FOR INSOLVENCY

8.44.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.44.2 The rights and remedies of the County provided in this Paragraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.45 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.46 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.47 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

8.47.1 This Contract is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

8.47.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

8.47.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

8.47.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

a. 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;
b. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
c. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

8.48 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.49 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 WARRANTY AGAINST CONTINGENT FEES

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.51 COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its employees to any patient medical records. Accordingly, Contractor shall instruct its employees that they are not to pursue or gain access to patient medical records for any reason whatsoever.

Notwithstanding the foregoing, the parties acknowledges that, in the course of the provision of services hereunder, Contractor or its employees may have inadvertent access to patient medical records. Contractor understands and agrees that neither it nor its employees are to take advantage of such access for any purpose whatsoever. Additionally, in the event of such inadvertent access, Contractor and its employees shall maintain the confidentiality of any information obtained and shall notify hospital supervisory personnel that such access has been gained immediately or upon the first reasonable opportunity to do so.

In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, actions, fees, costs, and expenses (including attorney and expert witness fees) arising from or connected with Contractor's or its employees' access to patient medical records. Contractor agrees to provide appropriate training to its employees regarding their obligations in this regard.

8.52 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

8.52.1 This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

8.52.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

8.52.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

8.52.4 If the Contractor has obtained 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:

a. 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;
b. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
c. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any 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 OAAC of this information prior to responding to a solicitation or accepting a contract award.

8.53 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, Exhibit O, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the 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 or debarment proceedings or both. (County Code Chapter 2.202)

8.54 FORCE MAJEURE

8.54.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without

any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

8.54.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.

8.54.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.55 CONTRACTOR’S WARRANTY OF COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract(s) are current in paying their property tax obligations (secured or unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.56 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.55 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 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Director of Health Services and Contractor has caused this Contract to be executed on its behalf by its duly authorized officer, the day, month, and year first above written.

ATTEST:
SACHI HAMAI
Executive Officer
Clerk of the Board of Supervisors

By LaChelle Smitherman
Deputy

APPROVED AS TO FORM:
BY THE OFFICE OF COUNTY COUNSEL

By Mayachee 11/12/09
Principal Deputy County Counsel

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By LaChelle Smitherman
Deputy

COUNTY OF LOS ANGELES

By Don Knabe
Chairman, Board of Supervisors

PARKWOOD LANDSCAPE MAINTENANCE INC.
Contractor

By Mil Mieto
Signature

Title President
(Affix Corporate Seal)

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

26 DEC 1 2009

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

77191

EXHIBITS FOR CONTRACT FOR

LANDSCAPE MAINTENANCE SERVICES

TABLE OF CONTENTS OF EXHIBITS

EXHIBIT

A STATEMENT OF WORK

B -1 PRICE SHEET - SPECIFIC WORK RQUIREMENTS - ROUTINE SERVICES

B -2 PRICE SHEET – UNSCHEDULED WORK – SEASONAL/PERIODIC SERVICES

C FACILITY SPEIFICATION SHEET

D CONTRACTOR'S EEO CERTIFICATION

E COUNTY'S ADMINISTRATION

F CONTRACTOR'S ADMINISTRATION

G JURY SERVICE ORDINANCE

H SAFELY SURRENDERED BABY LAW

I LIVING WAGE ORDINANCE

J MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

K PAYROLL STATEMENT OF COMPLIANCE

L PAYROLL REPORTING FORM

M CONTRACTOR ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

N CHARITABLE CONTRIBUTIONS CERTIFICATION

EXHIBIT A

STATEMENT OF WORK

STATEMENT OF WORK
TABLE OF CONTENTS

SECTION		TITLE	PAGE
1.0	SCOPE OF WORK		1
2.0	DEFINITIONS		1
3.0	ADDITION/DELETION OF FACILITIES,SPECIFIC TASKS AND/OR WORK HOURS		3
4.0	QUALITY CONTROL		3
5.0	QUALITY ASSURANCE PLAN		4
6.0	RESPONSIBILTIES		6
County	6.1	Personnel	6
	6.2	Furnished Items	6
Contractor	6.3	Project Manager	7
	6.4	Personnel	7
	6.5	Uniforms/Identification Badges	8
	6.6	Materials and Equipment	9
	6.7	Training	9
	6.8	Contractor's Office	9
7.0	HOURS OF MAINTENANCE SERVICE		9
8.0	WORK SCHEDULES		10
9.0	SPECIFIC WORK REQUIREMENTS – ROUTINE SERVICE		10
	9.1	Mechanical Operations	10
	9.2	Manual Operations	13
	9.3	Damage to Shrubs, Trees, Turf or Ground Cover	20
	9.4	Plant Materials	21
10.0	UNSCHEDULED WORK – SEASONAL/PERIODIC SERVICES		22
	10.1	Aerification	23
	10.2	Disease/Insect Control	23
	10.3	Fertilization	23
	10.4	Renovation – Turf	24
	10.5	Vertical Mowing	24
	10.6	Turf Reseeding/Restoration of Bare Areas	24
	10.7	Tree Maintenance	25
	10.8	Tree Pruning	26
	10.9	Palm Tree Care	28
11.0	UNSCHEDULED OTHER WORK		29

LANDSCAPE MAINTENANCE SERVICES
STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

1.1 Contractor shall provide all landscape services under the frequencies specified herein, unless instructed otherwise on the Facility Landscape Specification Sheet in Exhibit C. Upon County's written approval, all trees at Facility shall be trimmed at the total cost identified in the Price Sheet, Attachment B in accordance with Paragraph 10.7, Tree Maintenance, and 10.8, Tree Pruning. Palm trees shall be maintained in accordance with Paragraph 10.9.

1.2 Contractor shall provide all labor, materials, supplies, and equipment, necessary for the proper performance of landscape services and tree trimming.

1.3 The landscaped area shall be maintained with a well-manicured, clean appearance, and all work shall be performed in a professional, workmanlike manner using quality equipment and materials. Contractor shall not work or perform any operations, particularly during periods of inclement weather, which may destroy or damage ground cover or turf areas.

1.4 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

1.5 The purchase of all materials, supplies, vehicles, and equipment necessary to provide the required services is the responsibility of the Contractor.

1.6 The Contractor shall not interfere with the public use of the premises and shall conduct its operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are performed.

2.0 DEFINITIONS

In addition to the definitions contained in Paragraph 2.0 - Definitions of the Contract, following are definitions of terms that are used in this SOW.

2.1 **Bed:** An area separate from pavement and lawns in which trees, shrubs, perennials and annuals can be arranged as part of a landscape design.

2.2 **Deadhead:** To "deadhead" plants means to remove their spent flowers. For many plants, deadheading promotes more flowering on the plants for that year than would occur without such plant care. For soft plants, deadhead by hand; other times deadhead with scissors or pruners.

2.3 **Drip line:** The outermost edge of a branch spread, including the leaves. When a tree or shrub is grown without much pruning, the root spread of a tree is generally thought to equal or exceed its branch spread.

2.4 **Edging**: A crisp edge between areas of the garden. Most typically used between a lawn and a flowerbed.

2.5 **Girdling:** The restriction or destruction of the vascular system within a root, stem, or branch that causes an inhibition of the flow of water and photosynthates in the phloem.

2.6 **Pruning**: The horticultural practice of cutting away an unwanted, unnecessary, or undesirable plant part, used most often on trees, shrubs, hedges, and woody vines. Pruning is used to remove diseased or injured parts of the plant to influence vertical or lateral growth for various reasons, and to increase flowering or fruit yield. Shrubs and trees are pruned to form decorative shapes. As in other horticultural practices, the type of pruning and its timing vary and must be adapted to the specific plant and the conditions of its environment.

Types of Pruning:

Coarse pruning: Removal of deadwood greater than two inches diameter and any hazardous branches.

Medium pruning: Includes Coarse pruning, plus removal of deadwood greater than one inch diameter and specialty treatments (raising branch height, site clearance, crossing or broken branches, thinning canopy).

Fine pruning: Includes Medium pruning, plus removal of all deadwood and any water sprouts, suckers and crossing branches; inspection for health conditions. Climber should inspect to the tip of every branch. Up to 15% of canopy may be removed for light and air penetration.

Raising branches: Removal of lowest branches to a prescribed height for appropriate clearance needs. Generally 8 feet over sidewalks, 14 feet over streets, and a variety of heights for mower clearance (only if needed).

2.7 **Staking**: The securing of a tree or large shrub using rope or guy wires and wood stakes to hold it in place after planting and usually left in place for one year.

2.8 **Crowning**: A type of pruning; the selective removal of live branches to reduce crown density.

Types of Crowning:

Crown cleaning: The selective removal of one or more of the following items: dead, dying or diseased branches, weak branches and watersprouts.

Crown thinning: The selective removal of branches of increase light penetration, air movement and reduce weight.

Crown raising: The removal of the lower branches of a tree to provide clearance.

2.9 **Thinning:** The selective cutting away of individual branches to create open spaces within the plant, remove dead limbs or branches, produce symmetry and train a plant to look more natural.

2.10 **Vertical Mowing:** Vertical mowing is the use of blades, rotated in a vertical plane, that penetrate the turf and bring organic matter and soil up to the surface from a very shallow depth. Deeper vertical mowing (or verticutting) is used on lawns to physically remove the accumulated thatch. This procedure can be destructive to shallow-rooted turfgrasses, particularly during periods of stress, and can damage the site. The best time for vertical mowing is just prior to the peak growth periods. Verticutting should not be done when temperatures are forecasted to be over 85' F since the stress damage it puts on the grass plants is compounded by very warm temperatures. Deep vertical mowing can be part of a renovation program to help prepare for a seedbed. This will open up the turf considerably, allowing seed-soil contact.

3.0 ADDITION/DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

3.1 County reserves the right to add or change the Facilities in any Facility Group County deems appropriate. County reserves the right to obtain Facility pricing or receive bids from other Contract Vendors. In the event any additions or changes are made, an Amendment shall be prepared and executed by the Director of Health Services or designee.

3.2 All changes must be made in accordance with Paragraph 8.4 Amendments and Administrative Amendments of the Contract.

4.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Contract Project Monitor for review. The plan shall include, but may not be limited to the following:

4.1 Method of monitoring to ensure that Contract requirements are being met;

4.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

5.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Agreement, Paragraph 8.15, County's Quality Assurance Plan.

5.1 Monthly Meetings

Contractor is required to attend a scheduled monthly meeting. Failure to attend will cause an assessment of fifty dollars ($50.00).

5.2 Contract Discrepancy Report (Attachment B)

Verbal notification of a Contract discrepancy will be made to the Contract Project Monitor as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The County Contract Project Monitor will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Project Monitor within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Contract Project Monitor within ten (10) workdays.

5.3 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

5.4 Performance Requirements Summary (PRS)

All listings of services used in the Performance Requirements Summary (PRS), Attachment A are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

County may use one or more of the following inspection methods to evaluate Contractor's performance:

- Sampling
- One hundred percent (100%) inspection output items on a periodic basis (daily, weekly, monthly, quarterly, semiannually, or annually) using Inspection Report (Attachment A)
- Customer complaints or public complaints

This section does not preclude the County's right to terminate the contract upon thirty (30) days written notice with or without cause, as provided in the Agreement, Paragraph 8.41, Termination for Convenience.

5.5 Unsatisfactory Performance Deductions

5.5.1 Performance of a listed service is considered acceptable when Contractor performs the tasks specified in the Statement of Work.

5.5.2 When the Facility Project Monitor determines that the performance is unacceptable, the Facility Project Monitor shall notify Contractor by phone of the discrepancy.

5.5.3 Contractor must correct the problem within the time frame directed by the Facility Project Monitor.

5.5.4 The Facility Project Monitor will perform a follow-up inspection and will evaluate Contractor's corrective action.

5.5.5 If the problem has not been corrected, the Contract Monitor will prepare a Contract Discrepancy Report (CDR), Attachment B, with a deadline for completion. Failure to respond to CDR may result in an assessment for non-compliance as set forth in this SOW.

5.5.6 Facility Project Monitor determines assessments, if any. An assessment letter will be sent to the Contractor.

5.5.7 Notwithstanding, the unacceptable performance described in Paragraph 5.5, when the Contractor's performance does not conform to the requirements of this Contract, the County will have the option to apply the following non-performance remedies:

a. Require Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

b. Reduce payment to Contractor by a computed amount based on the damage fee(s) in PRS.

c. Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.

d. Failure of the Vendor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the County, shall be credited to the County on the Contractor's future invoice.

5.5.8 This section does not preclude the County's right to terminate the contract upon ten (10) days written notice as provided for in the Contract.

6.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

6.1 Personnel

The County will administer the Contract according to the Contract, Paragraph 6.0, Administration of Contract - County. Specific duties will include:

6.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.

6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.

6.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8.4 Amendments and Administrative Amendments.

6.2 Furnished Items

6.2.1 County may provide storage facilities for Contractor's use as determined by County. In the event said facilities are provided, Contractor's use thereof shall be on only for the purpose of storing equipment and material's required for maintenance Contractor is prohibited from use of said storage facilities or any other County property for the conduct of his/her business interests that are not directly related to, or required by the contract.

6.2.2 Contractor assumes all risks of loss and damage to materials and equipment stored.

CONTRACTOR

6.3 Project Manager

6.3.1 Contractor shall provide a full-time Project Manager or designated alternate. County must have access to the Project Manager during all hours, 365 days per year. Contractor shall provide a telephone number where the Project Manager may be reached on a twenty-four (24) hour per day basis.

6.3.2 Project Manager shall act as a central point of contact with the County.

6.3.3 Project Manager shall demonstrate previous experience in the management of work requirements for commercial enterprises or public entities similar in size and complexity.

6.3.4 Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

6.3.5 Emergency service response time is expected within two (2) hours of notification by Facility Project Manager or designee, on any day, at anytime.

6.4 Personnel

6.4.1 During the time that Contractor's employees or agents are at Facility, such persons shall be subject to the facility's rules, regulations, and procedures, including, but not limited to, entry and exit procedures, emergency procedures, and appropriate contacts with patients. Contractor shall instruct such persons who are to provide services on such rules, regulations, and procedures and to maintain records of such instruction. Contractor shall take immediate corrective action upon receipt of written and/or verbal notice from County Contract Coordinator or his designee that: (1) any such employee has violated such rules or regulations, or (2) such employee's actions, while on County premises, indicate that such employee may adversely affect the delivery of health care services. In the event that County Contract Coordinator decides that the corrective action taken by Contractor is not sufficient, then Contractor, at request of Contract Coordinator shall remove or suspend such employee from the provision of services hereunder.

6.4.2 The use or possession of alcoholic beverages or illegal drugs by Contractor personnel while at Facility is strictly prohibited. Any violation shall be cause for immediate removal of the offenders by Contractor from further work at Facility.

6.4.3 Smoking is prohibited in all of County facility buildings, except in the designated areas as approved by County contract coordinator.

6.4.4 Contractor's employees may not bring any type of weapons or unlawful goods onto County facilities.

6.4.5 Landscape Personnel

6.4.5.1 Contractor shall assign a sufficient number of employees to perform the required work. **At least one employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.**

6.4.5.2 Contractor shall be required to background check their employees as set forth in Paragraph 7.4 – Background & Security Investigations, of the Contract.

6.4.6 Landscape Supervisor

6.4.6.1 Contractor shall provide a thoroughly trained Supervisor.

6.4.6.2 Supervisory coverage must be provided for each facility.

6.4.6.3 Supervisor or lead person shall be knowledgeable in all aspects of the maintenance operation and shall have access to the Contract Project manager during all hours of shift coverage, 365 days per year.

6.5 Uniforms/Identification Badges:

6.5.1 Contractor employees assigned to County facilities shall wear an appropriate uniform at all times. Uniform to consist of a shirt and/or tee shirt with the company name on it. Uniform pants are optional. All uniforms, as required and approved by the Director or his designee, will be provided by and at Contractor's expense.

6.5.2 Contractor shall ensure their employees are appropriately identified as set forth in Paragraph 7.3 – Contractor's Staff Identification, of the Contract.

6.6 Materials and Equipment

The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

Unless otherwise specified in the Specification Sheet, County will provide automatic control valves, gate valves, and pumping systems if it is determined that malfunction is due to wear and tear and not damaged by the Vendor.

Complete piping replacement of the irrigation system is not required by Vendor. However, the Vendor is responsible for the repair and replacement of leaking main and lateral irrigation lines. (Unless otherwise specified in the Specification Sheet)

6.7 Training:

6.7.1 Contractor shall provide training programs for all new employees and continuing in-service training for all employees.

6.7.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

6.8 Contractor's Office

6.8.1 Contractor shall maintain an office at some fixed place located in the Los Angeles Metropolitan Area with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who can respond to inquires and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. The Contractor shall answer calls received by the answering service or paging device within two (2) hours of receipt of the call. Failure to respond within the two-hour time frame will be cause for assessment in accordance with the Procurement Requirements Summary (PRS).

6.8.2 The Contractor shall maintain a written log of all complaints, the date, time, and the action taken or reason for the non-action. The log of complaints shall be open to the inspection by the County's Facility Designee at all reasonable times.

7.0 HOURS OF MAINTENANCE SERVICE

7.1 Contractor shall generally provide services between the hours of 6:00 a.m. to 6:00 p.m., Monday through Friday, and 6 a.m. to 11 a.m. on Saturday, except for County observed Holidays.

7.2 Contractor may elect to provide additional coverage at no additional cost to the County. County Project Director will provide the Contractor a list of County-recognized holidays.

8.0 WORK SCHEDULES

8.1 Contractor shall submit for review and approval a detailed work schedule for each facility to the County Project Director within ten (10) days prior to starting any work said work schedules shall be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies in accordance with Exhibit C, Facility Specification Sheet. The schedules shall list the time frames by day of the week, morning, and afternoon the tasks will be performed. Additionally, for Seasonal/Periodic Services the schedule shall include an itemized cost detail for each service to be performed in accordance to the Seasonal/Periodic/Other Services Price Sheet, Exhibit B-2.

8.2 Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County Project Manager for review and approval within five (5) working days prior to scheduled time for work.

9.0 SPECIFIC WORK REQUIREMENTS – ROUTINE SERVICE

The following are specific routine tasks Contractor shall perform during the contract term:

9.1 MECHANICAL OPERATIONS

9.1.1 HAZARD REDUCTION PRUNING (HRP)

The primary objective is to reduce the danger to a specific target caused by visibly defined hazards in a tree. For example, HRP may be the primary objective if a tree had many dead limbs over a park bench, overhanging walks etc.

HRP shall be completed to maintain a seven (7) foot vertical clearance for all branches over hanging walks and fourteen (14) foot vertical clearance for branches over hanging beyond curb line into the paved section of roadways.

Contractor shall prune all plant materials where necessary to maintain safe vehicular and pedestrian visibility and clearance and to prevent or eliminate hazardous situations.

Pruning shall be completed as specified in Paragraph 10.8, Tree Pruning.

HRP services are part of routine landscape maintenance services and shall be completed at no additional cost to the County.

9.1.2 MOWING

Mowing operations shall be performed in a workmanlike manner that ensures a smooth surface appearance without scalping or allowing excessive cuttings to remain.

Turf shall be mowed with a reel-type mower equipped with rollers or a rotary-type mower.

All equipment shall be adjusted to the proper cutting heights and shall be adequately sharpened.

Mowing height shall be appropriate to turf species and use parameters. Mowing heights may vary for special events and conditions.

Mowing operation shall be scheduled Monday through Friday unless revised by the County's Project Director.

All grass clippings shall be collected and removed from the site on the same day the area is mowed.

Walkways shall be cleaned immediately following each mowing so that no clippings create a hazardous condition.

Mowing of turf at the facility shall be completed in one operation.

Mowing Site Inspection and Reporting:
Prior to initiating a mowing operation, the site is to be inspected by a knowledgeable and responsible Contractor employee who will determine the practicality of initiating the operation. Litter shall not be shredded by mowers, glass bottles shall not be driven over and broken, and excessively wet turf areas shall not be driven across. Damaged sprinkler heads and valve box covers shall be immediately responded to by the Contractor.

If a mowing operation cannot be completed thoroughly within the designated time frame, the Facility Project Manager shall be immediately notified through the Contractor's communication network.

Mowing – Frequency:
All turf areas shall be mowed no less than once (1) every week for a minimum total mowing frequency of 52 times per year. The Contractor may choose to provide additional mowing frequencies at no additional cost to the County.

9.1.3 EDGING

Contractor shall maintain all groundcover areas contiguous to turf areas "neatly" edged with all grass invasions eliminated.

All groundcover and flower bed areas where maintained next to turf areas shall be kept neatly edged and all grass invasions eliminated.

All turf edges, including but not limited to sidewalks, drives, curbs, shrub beds, flower beds, groundcover beds, around tree bases, shall be edged to a neat and uniform line at all times.

All turf edges shall be trimmed or limited around sprinklers to provide optimum water coverage, valve boxes, meter boxes, backflow devices, and other equipment and obstacles.

Walkways shall be cleared immediately following each mechanical edging to remove accumulated debris and limit hazardous conditions.

Clearance:
Where trees and shrubs occur in turf areas, all grass growth shall be limited to at least eighteen (18) inches from the trunks of trees and away from the dripline of shrubs by use of approved chemicals, manual or mechanical devices.

Mechanical Edging and Frequency:
Mechanical edging shall be completed as one (1) operation in a manner that ensures a well defined edge. All walkways shall be edged with a power blade edger.

Mechanical edging of turf shall be performed 26 times per year; once (1) every other week.

Mechanical edging of groundcover shall be performed 26 times per year, once every other week.

9.1.4 HEDGE TRIMMING

Prune shrubs to encourage healthy growth habits and for shape in order to retain their natural form and proportionate size.

Restrict growth shrubbery to area behind curbs and walkways and within planter beds by trimming.

Under no circumstances shall hedge shears be used as a means of pruning. Prune all plant materials where necessary to present or eliminate hazardous conditions to vehicles or pedestrians.

All cuts shall be made sufficiently close, flush if possible, to the parent stem so that healing can readily start under normal conditions.

All limbs one and one-half inches (1 ½ “) or greater in diameter shall be undercut to prevent splitting.

Remove all dead diseased and unsightly shrubs and branches. Remove all clippings the same day that plant materials are pruned or trimmed.

Hedge Trimming – Frequency:
Formal hedge trimming; twice a month, as needed.

9.2 MANUAL OPERATIONS

9.2.1 CHEMICALS

All work involving the use of chemicals shall be in compliance with all Federal, State, and local laws and will be accomplished by a Licensed Qualified Applicator under the direction of a Licensed Pest Control Advisor. Contractor, in complying with the California Food and Agricultural Code, shall provide, to the Facility Project Manager, a copy of a valid Pest Control Operator’s License and a valid Pest Control Advisor’s License or a copy of said licenses from a sub-contractor thirty (30) days prior to using any and all applicable chemicals within the areas(s) to be maintained.

Contractor shall submit a listing of proposed chemicals to be used; including commercial name, application rates and type of usage to the Facility Project Manager for approval at the commencement of the contract. No work shall begin until written approval of use is obtained from the Facility Project Manager.

Chemicals shall only be applied by those persons possessing a valid California Certified Pest Control Applicator’s license. Application shall be in strict accordance with all governing regulations. Respirators and appropriate protective gear will be used in the application of chemicals as required by the California Occupational Safety and Health administration (Cal-OSHA), Department of Agriculture and other regulatory agencies.

Chemical Utilization Records:
Records of all operations stating dates, times, methods of applications, chemical formulations, applicators names, and weather conditions shall be made and retained in an active file for a minimum of three (3) years.

Contractor will provide a chemical use report (site specific) with monthly billing. A copy of the Pest Control Advisor’s recommendation for each application (site specific) shall be

provided to monitor and applicator prior to each application. This shall be in addition to the copy of the usage summary that is provided to the Agricultural Commissioner.

Special Permits:
All chemicals requiring a special permit for use must be registered, and a permit obtained from County Agricultural Commissioner's Office. An approved copy of permit shall be submitted to Facility Project Manager five (5) days prior to intended chemical usage.

All regulations and safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California shall be adhered to.

Chemical Application:
Contractor shall apply chemicals when air currents are still, preventing drifting onto adjacent property and preventing any toxic exposure to persons whether or not they are in or near the area of application. Contractor shall apply herbicide per manufacturer's recommendation.

Weeds treated with a contact weed chemical shall be left in place for a minimum of seven (7) days. If kill is not complete, a second application shall be applied at no additional cost to the County. Weeds treated using a systemic chemical shall be left in place per manufacturer's recommendation.

If kill is not complete by the time specified in the manufacturer's recommendation, a second application, at no additional cost to the County, shall be made.

After complete kill, all dead weeds shall be removed from areas.

Frequency:
Chemical turf detailing around trees, turf boundaries, and various irrigation components; once every two (2) months, or as stated. Chemical application to beds, planters, walkways, medians, curb and gutter expansion joints in all hard surface areas, slopes, hillsides; once (1) each month.

Chemical Application Notification:
Contractor shall give Facility Project Manager twenty-four (24) hour notification of use of chemicals for landscape areas.

9.2.2 CULTIVATION

Cultivate beds to ensure a neat appearance using appropriate equipment designed to loosen the soil to a depth of three (3) inches. Care shall be taken so as not to disturb plant materials, or their roots, in accomplishing this operation.

Cultivation – Frequency:
Once every two weeks; as needed.

9.2.3 FLOWER BEDS

Any and all diseased plants are to be removed from all beds and then disposed properly. Broken, damaged, or unsightly flowers or plant parts are to be removed promptly.

No contact weed control chemical may be used in flower beds after they are planted for the season. Appropriate mulches are encouraged but must be aesthetically compatible and not physically or chemically harmful.

Flower Beds – Frequency:
Thinning of flower beds; twice a month, as needed.

9.2.4 GROUND COVER

Contractor shall remove all dead, diseased, and unsightly branches, vines or other growth as they develop.

All ground cover areas shall be pruned to maintain a neat edge along planter box walls.

Any runners that start to climb building, shrubs, or trees shall be pruned out of these areas.

Ground Cover – Frequency:
Ground cover thinning; twice a month, as needed.

9.2.5 HAZARDOUS MATERIALS

Contractor shall not dispose of hazardous material(s) on site. All such materials collected must be disposed of in compliance with all applicable rules, laws, and/or regulations.

9.2.6 IRRIGATION

Water requirements by plants vary according to the season and a particular year; the Contractor shall pay extremely close attention to the demands of the plants as influenced by their exposure to sun, wind, shade, and location in the individual planters. The variation in the size of plants installed as well as the varieties shall be taken into consideration. All landscaped and turf areas shall be irrigated as required to maintain adequate growth and appearance with a schedule most conducive to plant growth.

The delivery of adequate moisture to the landscaped areas shall include, but not be limited to hand watering, operation of manual valves, proper utilization of automatic controllers, and the bleeding of valves.

Adequate soil moisture will be determined by programming the irrigation system as follows:

a. Adjusting and setting the automatic controller to establish frequency and length of watering period, and monitoring all irrigation controllers.

b. Consideration must be given to soil conditions, humidity, minimizing runoff, and the relationship of conditions, which affect day and night watering. This may include daytime watering during freezing weather to prevent icy conditions, manual operation of the irrigation system, and/or hand watering with portable sprinklers during periods of windy or inclement weather.

c. A soil probe shall be used to a depth of twelve (12) inches to determine the water penetration by random testing of the root zones.

d. Watering shall be regulated to avoid interference with any use of the roadways, pavements, walks, or areas as designated for scheduled special events.

e. In the areas where wind creates problems of spraying water onto private property or road right-of-ways, the controllers shall be set to operate during the period of lowest wind velocity which would normally occur at night or early morning hours.

f. Irrigation system will be controlled in such a way as not to cause any excessively wet or "waterlogged" areas which could interfere with the ability to mow all turf. "In lawn" trees and other planting shall be protected from over-watering and run-off drowning.

g. New turf (up through the sixth mowing) shall be watered immediately after mowing. Well established turf shall not be watered for at least four (4) hours after mowing.

h. All groundcover areas shall be watered as needed to maintain a healthy condition, with appropriate care being taken not to over water in shady areas.

i. Watering shall comply with applicable water restriction regulations and directives.

9.2.7 IRRIGATION SYSTEM MAINTENANCE

Contractor and Facility Program Monitor or designee will conduct an inspection of the irrigation equipment at Facility to ensure operability within sixty (60) days of service start date. Contractor will submit a written report verifying working order of each irrigation system. County may ask to have the system repaired to a satisfactory condition. Once repaired, the Contractor will be required to keep the system in working condition. This also applies to landscape sites added during the term of the contract.

If system is working, Contractor shall, at all times, maintain the system in an operational state by repairing/replacing the irrigation system consisting of automatic controllers, control valves, gate valves, risers, quick couplers, swing joints and sprinkler heads including providing small parts: solenoids, filter screens, diaphragms, gaskets, springs, screws, adjustment screws, washers, “0” rings, wring and nozzles, at no cost to the County.

After inspection with County staff, Contractor will be responsible for the irrigation system, including **lateral lines**. Contractor will maintain a comprehensive monthly system operability check shall identify malfunctions and needs for repair. County is responsible for the main lines and back flow (unless otherwise shown on Landscape Maintenance Specification Sheet).

In addition to repair and replacement, Contractor must:

a. Adjust valves and sprinkler heads.
b. Replace all risers and swing joints to the lateral lines.
c. Replace button type turf and shrub heads.
d. Replace all missing covers to valve boxes.
e. Provide caps and plugs.

Contractor shall ensure that all personnel working on the irrigation system are fully trained in all phases of landscape irrigation systems and can easily identify and isolate problems and perform the proper testing and inspection of the irrigation system and the maintenance of the sprinkler heads. This knowledge of landscape irrigation systems shall include but not be limited to the operation, maintenance, adjustment and repair of said systems and their components.

In order to ensure the operability of the irrigation system, Contractor shall sequence controller(s) to each station manually to check the function of all facets of the irrigation system weekly and report any damage, malfunctioning equipment, and/or incorrect operation to the Facility’s Program Monitor or his designee. During the testing, Contractor shall:

f. Adjust and clean sprinkler heads for correct coverage to prevent excessive runoff and/or erosion and to prevent the spread onto roadways, sidewalks, hard surface areas, and private property. (may require the removal of the sprinkler head for this function)

g. Unplug clogged heads and flush lines to free lines of rocks, and debris once every four (4) months.

h. Flush irrigation lines of grit and gravel by removing the lat head of each lateral and operating the system until those materials are expelled.

i. All system malfunctions, damage, and obstructions shall be reported to County's Project Director or his designee and corrective action taken in a timely manner, not to exceed 48 hours after notification.

j. In addition to regular testing, Contractor shall inspect and test all irrigation systems as necessary when damage is suspected, observed, or reported.

k. Contractor shall repair/replacement malfunctioning quick couplers, pumping systems, manual or automatic valves, and sprinkler heads within (1) watering cycle irrigation damage shall be repaired or replaced with same size, and quantity or substitutes approved by County's Facility Project Monitor prior to installation.

l. Contractor shall correct malfunctioning irrigation systems and equipment within two (2) hours of identification or following verbal notification.

m. Replacements for the irrigation system shall be with originally specified equipment of the same size and quality or substitutes' approved by the Facility Project Manager prior to any installation.

n. If an automatic irrigation system or a portion of a system malfunctions, the Contractor, when authorized by the County, shall be responsible for the manual manipulation of that system for a period of 30 days from the date of the authorization. If the system requires manual manipulation for a greater period, the Facility Project Manager may opt to pay the Contractor additionally to continue the manual manipulation, or the Facility Project Manager may decide to terminate the supplemental irrigation. Such work shall be considered Other Work and shall be compensated as

provided in Paragraph 10, Unscheduled Work – Seasonal/Periodic Services.

9.2.8 LITTER CONTROL

Complete policing and litter pick-up to remove paper, glass, trash, undesirable materials, siltation and other accumulated debris within the hard surfaces, and landscaped areas to be maintained including, but not limited to, walkways, between and around planted areas, drains, parking lots, steps, planters, drains and catch basins shall be accomplished to ensure a neat appearance.

Complete policing, litter pick-up, supplemental hand sweeping of parking space, gutters, and other parking spaces inaccessible to power equipment shall be accomplished to ensure a neat appearance.

Contractor shall be required to remove all trash, clippings, and any other debris which results from its maintenance services and provide for its disposal on a daily basis.

Contractor shall not use County trash bins for maintenance operations. Contractor shall not dispose of hazardous material(s) on site. All such materials collected must be disposed of in compliance with all applicable rules, laws, and/or regulations.

Litter Control – Frequency:
Litter control shall be performed twice daily Monday through Friday, and once on Saturday. First time, no later than 7:30 a.m., and a second time no later than 1:00 p.m.

9.2.9 RAKING

Accumulation of leaves shall be removed from all landscaped areas including but not limited to beds, parking lots, walkways, planters, and turf areas under trees and removed from Facility site. Use of hand held blowers will be allowed unless legal authority dictates otherwise. Facility may dictate “no blowers”.

Raking – Frequency:
Turf under trees; at each service interval.
Shrubs, beds and planters; at each service interval.

9.2.10 RODENT CONTROL

Contractor shall maintain all areas free of rodents including but not limited to gophers and ground squirrels, since they may cause damage to turf, shrubs, groundcover, trees, and irrigation systems. The rodenticide product to be used shall be recommended by a licensed Pest Control Advisor, applied by a person possessing a valid California Certified Pest Control Applicator’s license, and pre-approved by the Facility Project Manager.

9.2.11 TRASH BINS

Contractor shall collect and remove ALL clippings the same day that plant materials are pruned, raked, mowed, or trimmed. Contractor shall not use County trash bins for maintenance operations.

9.2.12 WEED CONTROL

Contractor shall eradicate weeds from turf and cultivated and non-cultivated areas. This will include per-emergent and/or post-emergent chemical applications to turf areas.

Methods for removal of weeds, turf encroachment and detailing shall incorporate one (1) or all three (3) of the following: Hand Removal, Cultivation, and Chemical Eradication.

All grass-like type weeds, morning glory or vine-weed types, ragweed or other underground spreading weeds shall be kept under strict control.

Remove or control all weeds and grass from beds, planters, walkways, drainage areas, expansion joints in all hard surface areas, driveways, parking lots, patios, roadways, slopes, hillsides, bare areas, around irrigation sprinkler heads and undeveloped areas.

Weed Control – Frequency:
Walkways, beds, planters, and landscapes shall be inspected, spot treated, and weeds removed; once (1) each month.

Developed areas of the facility that have become denuded shall be maintained weed free; once (1) each month.

Designated areas of a facility that are left in a natural state so that the plant's root systems are utilized to stabilize the soil, may occasionally need to be mowed or otherwise controlled to a given height for appearance or fire suppression reasons; once (1) a month.

9.3 DAMAGE TO SHRUBS, TREES, TURF OR GROUND COVER

All damage to shrubs, trees, turf or ground cover done by Contractor employees shall be repaired or replaced within five (5) working days.

All repairs or replacements shall be completed in accordance with the following maintenance practices:

Shrub Damage:
Minor damage may be corrected by appropriate pruning. Major damage shall be corrected by removal of the damaged shrub and replaced to comply with the provisions in the specifications.

Chemical Damage:
All damage resulting from chemical operation, either spray-drift or lateral leaching shall be corrected in accordance with the aforementioned maintenance practices and the soil conditioned to ensure its ability to support plant life.

Tree Damage:
Minor damage such as bark lost from impact of mowing equipment shall be remedied by a qualified tree surgeon or arborist. If damage results in loss of tree, the damaged tree shall be removed and replaced to comply with the specified instructions of the Facility Project Monitor. All trees permanently damaged will be replaced at County's expense with the exception of those damaged or destroyed due to fault of Contractor or its employees. Replacement shall be with the identical species of tree existing previously, unless otherwise notified in writing by Facility Project Monitor or his/her designee. Size of the replacement shall be of like size not to exceed 24 inch box specimen container size. The need for replacement will be determined by Facility Project Monitor or his/her designee.

9.4 PLANT MATERIALS

Plant materials shall conform to the requirements of the landscape plan of the area and to "Horticultural Standards" of American Association of Nurserymen as to kind, size, age, etc. Plants of record and specification should be consulted to ensure correct identification of species. Plant material larger than those specified may be supplied if complying in all other respects. Substitutions may be allowed but only with prior written approval by the Facility Project Manager.

Nomenclature:
Plant names used in the landscape plan are to conform to the "Standardized Plant Names" by the American Joint Committee on Horticultural Nomenclature. In those cases not covered therein, the custom of the nursery trade will be followed.

Quality:
Plants shall be sound, healthy, vigorous, and free from plant disease, insect pest or their eggs, shall have healthy normal root systems, comply with all State and local regulations governing these matters, and be free from any noxious weeds.

All trees shall be measured six (6) inches above the ground surface. Where caliper or other dimensions of any plant material are omitted from the Standardized Plant Name List", it shall be understood that these plant

materials shall be normal stock for the type listed, and must be sturdy enough to stand safely without staking.

All shrubs shall be guaranteed to live and remain in healthy condition for no less than 90 days from the date of planting by the Contractor.

Shape and Form:
Plant materials shall be symmetrical, and/or typical for variety and species and conform to measurements specified in the "Standardized Plant List".

All plant materials must be provided from a licensed nursery and shall be subject to acceptance as to quality by the Facility Project Manager.

10.0 UNSCHEDHULED WORK – SEASONAL/PERIODIC SERVICES

Following are specific seasonal/periodic tasks Contractor may perform during the contract term. County reserves the right to perform Seasonal/Periodic work itself or assign the work to another Contractor. County's Facility Project Manager shall review on an ongoing basis all unscheduled work to be performed as specified herein.

At County's request for any unscheduled services listed under this Paragraph 10, Contractor shall submit for approval a written estimate along with an action plan detailing the proposed schedule of services to be performed. The action plan shall at a minimum describe in detail task(s) to be performed, frequency of service, staff hours per frequency, and as applicable license/certificate numbers of person performing task. The action plan shall be submitted within ten (10) days of County's request for services. In any case, no unscheduled work shall be performed without County's prior written authorization.

If Facility Project Manager determines, in his sole judgment, that any frequency of service for unscheduled work is not necessary, the Facility Project Manager shall notify Contractor in writing that such particular frequency of service shall not be performed and Contractor shall not perform such frequency of service and shall have no claim whatsoever against County therefore.

Notwithstanding the above written authorization, when a condition exists in which there is imminent danger of injury to the public or damage to property, Facility Project Manager may verbally authorize the work to be performed upon receiving a verbal estimate from Contractor. However, within twenty-four (24) hours after receiving verbal authorization, Contractor shall submit a written estimate to Facility Project Manager for written approval.

Upon County's written authorization, all unscheduled work described herein shall commence on the date specified by Facility Project Manager and Contractor shall proceed diligently to complete such work within the time allotted.

10.1 AERIFICATION

Upon County's written approval for aerification services, Contractor shall:

a. Aerate all turf areas by using a device that removes one-half inch cores to a depth of two inches and not more than six inch spacing on center.

b. Complete turf aerification during the period of April through November. In the fall, overseed all aerified turf areas. Aerify, renovate or verticut, seed, and mulch (spread evenly over the entire area to a uniform depth of 1/4 inch) in sequence. Additionally, aerification may be required immediately after vertical (thatch removal) operation and just prior to over seeding and fertilization.

c. Remove all cores from the turf and dispose off-site or thoroughly pulverized within twenty-four (24) hours after aerating.

Aerification – Frequency:
Turf aerification may be requested one (1) time per year, beginning in the spring and completed by the fall.

10.2 DISEASE/INSECT CONTROL

It is the County's intent to maintain all landscape areas free of disease and insects that could cause damage to plant materials including but not limited to trees, shrubs, groundcover, and turf.

Notification of any disease, insects, or unusual conditions that may develop shall be reported to the Facility's Project Manager. Upon County's written approval for disease/insect control services, Contractor shall:

a. Disease: Submit an action plan that at a minimum describes in detail a disease control program to control and prevent all common diseases from causing serious damage, frequency of service, staff hours per frequency, and as applicable license/certificate numbers of person performing task. The action plan shall be submitted within ten (10) days of County's request for services. Disease control shall be achieved utilizing materials and rates recommended by an Arborist.

b. Insect: Submit an action plan that at a minimum describes in detail an insect control program to prevent all common insects from causing serious damage. Insect control shall be achieved utilizing materials and rates recommended by a licensed California Pest Control Advisor.

10.3 FERTILIZATION (Per Application)

Upon County's written approval for fertilization services, Contractor shall:

a. Apply fertilizer in sections determined by the areas covered by each irrigation system. Immediately after fertilization, thoroughly soak all areas fertilized.

b. Apply fertilizer within the tree dripline to provide healthy color. Fertilizer should be organic and granular in form without trace elements.

c. Apply fertilizer to provide a healthy color in all shrubs and groundcover. Foliar feeding may be used if applicable. Fertilizer shall be organic and granular in form without trace elements.

d. Apply not less than one (1) pound of actual available nitrogen in a balance fertilizer form for each one thousand (1,000) square feet of turf area. All fertilizer shall be inorganic and granular in form with an approximate ratio of 4-1-2.

e. Fertilize utilizing ratios and mixtures per manufacturer's recommendation.

10.4 RENOVATION - TURF

Upon County's written approval for turf renovation services, Contractor shall:

a. Renovate turf to the soil line and remove all excessive thatch. Upon completion of turf renovation, all turf areas shall be over seeded, mulched and watered.

b. Over seed area utilizing blends or mixtures per manufacturer's recommendation to maintain a good appearance.

c. Spread mulch evenly over the entire area to a uniform depth.

10.5 VERTICAL MOWING

Upon County's written approval for vertical mowing services, Contractor shall:

a. Vertical mow to remove thatch in turf areas, to encourage healthy growth and to maintain acceptable appearance.

b. Avoid unnecessary or excessive injury to turf grass.

c. Sweep or rake dislodged thatch from turf areas and removed from facility site.

d. Use standard renovating or vertical mowing equipment.

10.6 TURF RESEEDING/RESTORATION OF BARE AREAS

The Facility Project Manager may require the use of sod when deemed necessary. The Contractor shall be entitled to additional compensation for the cost of the sod only provided loss of turf was not due to Contractor negligence. Upon County's written approval of services, Contractor shall:

a. Overseed areas utilizing blends or mixtures at the rate of application as required to maintain a good appearance.

b. Overseed all damaged, vandalized or bare areas to re-establish turf to an acceptable quality compatible to that of existing turf.

c. Commence overseeding no later than October 1 and be completed within three (3) weeks of commencement.

10.7 TREE MAINTENANCE

It is the County's intent to ensure that all trees are pruned and/or thinned at each Facility once during the first three years of the contract term through its own resources, by Contractor, or assign the work to another Contractor.

In any case, Contractor shall submit for approval a written estimate along with an action plan detailing the proposed schedule of tree pruning and/or thinning of all trees at Facility to be performed during the first three years of contract term. The action plan shall at a minimum describe in detail the type of tree service to be performed (i.e., Coarse pruning, fine pruning, raising branches, Crowning, thinning), a detailed cost for each type of tree service to be performed, staff hours per frequency, and as applicable license/certificate numbers of person performing task. The action plan shall be submitted within the first 90 days of contract implementation. No unscheduled work shall be performed without County's prior written authorization.

Upon County's written approval for tree maintenance services, Contractor shall:

a. Follow the International Society of Arboriculture (ISA's) Tree Pruning Guidelines, more recent ANSI A300 Pruning Standards, ANSI Z133.1 Safety Standards, and as described in Paragraph 10.8, Tree Pruning.

b. Prune and/or thin all trees at Facility once during the first three years of the contract term, unless otherwise approved by the Facility Chief Executive Officer or designee.

c. Prior to any tree maintenance, Contractor shall submit to Facility Chief Executive Officer or designee a detailed work schedule for tree services to occur during the first three years of contract term, within the first 90 days of contract implementation. Facility Chief Executive Officer may request adjustments to the schedule during the three-year term.

The work schedule shall include: 1) the time frames by day of the week, morning, and afternoon 2) a detailed description & reason for pruning to be performed, i.e., coarse, medium, fine, raising branches, crown cleaning, crown thinning, crown raising, hazard reduction, and or maintenance 3) an itemized cost detail for each task to be performed in accordance to the Seasonal/ Periodic/Other Services Price Sheet, Exhibit B-2.

Contractor shall use a Certified Arborist and/or a certified horticulturist, approved by DHS Facility, for providing direction during maintenance. Contractor shall use a skilled and experienced Tree Trimmer to perform the

various tree maintenance services described herein. Contractor will ensure that all work is performed in a safe manner as established by the California Occupational Safety and Health Administration (Cal-OSHA) and other regulatory agencies.

If Contractor recommends that a particular tree does not require service during a contract year, then Facility Project Manager may take that recommendation into consideration. However, if Facility Project Manager does not agree with Contractor's recommendation, then Contractor shall provide the tree service.

10.8 TREE PRUNING

Upon County's written approval for tree pruning services, Contractor shall prune trees with the intent of developing structurally sound trees, symmetrical in appearance with the proper vertical and horizontal clearance.

Under no circumstances shall hedge shears be used as a means of pruning trees. All dead and damaged branches and limbs shall be removed at the point of breaking.

All trees shall be trimmed to prevent encroachment on private property.

All wounds to trees and shrubs one (1) inch in diameter or over shall be painted with asphaltic base tree paint immediately after pruning.

Pruning Procedures:
Rapid healing of pruning wounds is dependent upon where the cut is made when removing limbs. NEVER LEAVE SHORT STUBS. Some trees produce a corky ring of growth where a limb originates. The pruning cut shall be made toward the outside portion of the "collar". If a tree does not produce this characteristic "collar", then make the cut flush to the limb where it is growing.

a. All limbs 1 1/2" or greater in diameter shall be undercut to prevent splitting. All limbs shall be lowered to the ground using a method which prevents damage to the remaining limbs.

b. All cuts exceeding 1/2" shall be treated with an appropriate tree heal compound.

c. All equipment utilized shall be clean, sharp and expressly designed for tree pruning.

d. Only rope and saddle climbing gear without climbing spurs or spikes will be allowed for pruning live trees.

Pruning Criteria:
The initial step of pruning shall be the removal of all deadwood, weak, diseased, insect infested and damaged limbs.

e. All trees shall be pruned for vertical and horizontal clearance. Such clearances are nine (9) feet for pedestrian areas and walkways and fourteen (14) feet for vehicular roadways.

f. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline. Limbs should extend alternately from the trunk on twelve (12) inches or twenty (24) four inch spacing.

g. All trees shall be thinned of smaller limbs to distribute the foliage evenly.

h. All trees shall be trimmed and shaped to provide a symmetrical appearance typical of the species.

i. All suckers and sprouts shall be cut flush with the trunk or limb.

j. No stubs will be permitted.

k. Contractor shall report to the Facility Project Manager all structural weaknesses such as split crotch or limbs, diseased or decayed limbs, or severe damage.

l. Contractor shall place special emphasis upon public safety during pruning operations, particularly when adjacent to roadways and pedestrian areas.

m. All trimmings and debris shall be removed and disposed of off-site at the end of day's work.

n. All trees which are downed by either natural or unnatural causes, shall be removed and disposed off-site. Where possible, stumps shall be removed to 12 inches below grade and wood chips and hole backfilled to grade.

o. In accordance with Fish and Game Code, Section 3503, the Contractor shall not "take, possess, or needlessly destroy the nest eggs of any bird, except as otherwise provided by this code or any regulation made pursuant thereto." In case of an accidental take, the Contractor shall contact the California Department of Fish and Game at (562) 590-5126.

p. All walkways, entrances and exits to buildings shall be clear of debris and accessible to wheelchair and ambulatory traffic in areas where pruning is being performed.

q. Parking lots and stalls shall not be blocked without prior arrangements with the Facility Project Manager.

Scheduled Pruning:
Pruning shall be scheduled and performed during the Fall (October through December) of each contract year.

Pruning services shall not exceed two (2) weeks. Extended periods may be allowed at the discretion of the Facility Chief Executive Officer.

Rescheduling is at the discretion of the Facility Chief Executive Officer or designee. Contractor will be notified within at least five (5) working days prior to reschedule pruning.

Staking and Tying:
Contractor shall replace missing or damaged stakes where the tree diameter is less than three (3) inches.

Stake in those cases where tree has been damaged and requires staking for support.

Stake new trees or recently planted trees which have not previously been staked.

Materials:
Tree stakes, two (2) per tree, shall be pentachlorophenol treated lodge pole pine not less than eight (8) feet in length for five (5) gallon size trees and not less than ten (10) feet for fifteen (15) gallon size trees.

Criteria For Staking and Tying:
Guy wires where required and plant ties will be of pliable, zinc-coated ten (10) gauge wire (two (2) ties per tree).

Hose for covering wire shall be either new or used garden hose at least one-half (1/2) inch in diameter (hose ties should allow for minimum of three (3) additional inches of clearance beyond the diameter of the branch or trunk being secured).

Stakes will be placed eight (8) inches from the trunk of the tree. Stakes and ties will be placed so no chafing of bark occurs.

Damaged trees shall be staked and tied within twenty-four (24) hours of identification of damage by Contractor or of County or the public's notification to Contractor. Replacement stakes or new staking shall be completed within five (5) days.

10.9 PALM TREE CARE

All palm trees located at Facility shall be maintained and kept free of dead fronds and potential falling debris at all times.

Palm trees shall not be trimmed during the bird nesting season of April 1 through June 30 unless otherwise approved by the Facility Project Manager.

11.0 UNSCHEDULED OTHER WORK

The Facility Project Manager or his designee may authorize the Contractor to perform landscape-related unscheduled other work, assuming surplus funds from Unscheduled Work - Seasonal/Periodic Services, Paragraph 10 exist, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third party negligence; or to add to, modify or refurbish existing facilities.

Prior to performing any unscheduled other work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials to complete the work. No unscheduled other work shall commence without prior written authorization by the Facility Chief Executive Officer.

When a condition exists wherein there is imminent danger of injury to the public or damage to property, Contractor shall contact County's Project Director for approval before beginning the work. A written estimate shall be sent within twenty-four (24) hours for approval. Contractor shall submit a detailed invoice to County's Project Director within five (5) working days after completion of the work.

All unscheduled other work shall commence on the established specified date. Contractor shall proceed diligently to complete said work within the time allotted. The County reserves the right to perform unscheduled work itself or assign the work to another Contractor.

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PERFORMANCE REQUIREMENTS SUMMARY(PRS) CHART

REFERENCE/REQUIRED SERVICE	STANDARD PERFORMANCE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
Contract Terms and Conditions			
Contract, 7.2 Approval of Contractor's Staff	County's approval of staff.	Inspection and Observation	$50 per occurrence
Contract, 7.4 Background and Security Investigations	Contractor's staff not passing background checks are not to work at County Facilities and shall be removed from County Facilities.	Inspection and Observation	as applicable $50 per occurrence
Contract, 8.9 Compliance with Living Wage	Contractor to be in compliance with County's Living Wage program	Inspection and Observation	$100 per occurrence; possible termination for default of contract
Contract, 8.22 General Insurance Requirements	Compliance with Contract Insurance Requirements	Receipt of current COI	$100 per occurrence; termination for default of contract
Contract, 8.39 Subcontracting	Contractor shall obtain County's written approval prior to subcontracting work. Upon written approval to subcontract, Contractor shall provide all information listed in paragraph 8.39.2, including valid licenses.	Inspection and Observation	$100 per occurrence; possible termination for default of contract
Routine Landscape Maintenance Services			
SOW, 1.6 non-interference	Contractor not interfere with the public use of the premises and conducts its operations as to offer the least possible obstruction, inconvenience, disruption to the peace and quiet of area.	Observation of Response	$50 per occurrence

PERFORMANCE REQUIREMENTS SUMMARY(PRS) CHART

REFERENCE/REQUIRED SERVICE	STANDARD PERFORMANCE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
SOW, 9.2 Chemicals	All work is in compliance with the terms of Paragraph 9.2 and all Federal, State, and local laws and accomplished by a Licensed Qualified Applicator. Prior to using any and all applicable chemicals, Contractor provided as appropriate, a copy of a valid Pest Control Operator's License, Pest Control Advisor's License, or any other applicable licenses.	Receipt of documentation, Observation	$100 per occurrence; possible termination for default of contract.
SOW, 9.1.1 Hazard Reduction Pruning	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 9.1.2 Mowing	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 9.1.3 Edging	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 9.1.4 Hedge Trimming	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 9.2.4 Ground Cover	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 9.2.5 Hazardous Materials	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 9.2.6 Irrigation	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 9.2.7 Irrigation System Maintenance	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 9.2.8 Litter Control	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 9.2.9 Raking	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 9.2.10 Rodent Control	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 9.2.11 Trash Bins	100% Completion of Required Services	Inspection and Observation	$200 per occurrence
SOW, 9.2.12 Weed Control	100% Completion of Required Services	Inspection and Observation	$50 per occurrence

PERFORMANCE REQUIREMENTS SUMMARY(PRS) CHART

REFERENCE/REQUIRED SERVICE	STANDARD PERFORMANCE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
SOW, 6.3 Project Manager	Provide a Project Manager accessible all hours 365 days/year. Must read, speak, and understand English.	Inspection and Observation	
SOW, 6.4 Personnel	Contractor shall assign a sufficient number of employees to perform the required work.	Inspection and Observation	$100 per occurrence
SOW, 6.5 Uniforms/I.D. badges	Contractor to ensure all employees wear approved uniforms and I.D. badges.	Inspection and Observation	$50 per occurrence
SOW, 6.7 Training	Provide Training Programs for new employees.	Provide copies of Programs upon County request	$50 per occurrence
SOW, 6.8 Contractor's Office/inquiries and complaints	Contractor to maintain an office in Los Angeles County. Must be staffed 8-5 M-F. When closed, must have answering service, cellular phone or pager to respond to County calls within 2 hours. Maintain a written log of all complaints, the date, time, and action taken.	Inspection and Observation.	$50 per occurrence
SOW, 8.0 Work Schedules	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
UNSCHEDULED WORK - Seasonal/Periodic Landscape Services			
SOW, 10.1 Aerification	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 10.2 Disease/Insect Control	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 10.3 Fertilization (Per Application)	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 10.4 Renovation-Turf	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 10.5 Vertical Mowing	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 10.6 Turf Reseeding	100% Completion of Required Services	Inspection and Observation	$50 per occurrence
SOW, 10.7 Tree Maintenance	100% Completion of Required Services	Inspection and Observation	$1000 per occurrence

PERFORMANCE REQUIREMENTS SUMMARY(PRS) CHART

REFERENCE/REQUIRED SERVICE	STANDARD PERFORMANCE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
SOW, 10.8 Tree Pruning	100% Completion of Required Services	Inspection and Observation	$500 per occurrence
SOW, 10.9 Palm Tree Care	100% Completion of Required Services	Inspection and Observation	$500 per occurrence
SOW, 11.0 Other Work	100% Completion of Required Services	Inspection and Observation	$50 per occurrence

ATTACHMENT B

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES:

Prepared: _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

_____

_____

Signature of County Representative: _____ Date: _____

Deadline for Completion: Date: _____

CONTRACTOR RESPONSE: (Cause and Corrective Action):

_____

_____

Signature of County Representative: _____ Date: _____

COUNTY EVALUATION OF CONTRACTOR RESPONSE:

_____

_____

Signature of County Representative: _____ Date: _____

COUNTY ACTIONS: _____

_____

_____

CONTRACTOR NOTIFIED OF ACTION: _____ _____

Signature of County Representative: _____ Date: _____

Signature of County Representative: _____ Date: _____

EXHIBIT B-1

DEPARTMENT OF HEALTH SERVICES

PRICE SHEET

SPECIFIC WORK REQUIREMENTS – ROUTINE LANDSCAPE SERVICES

CONTRACTOR: PARKWOOD LANDSCAPE MAINTENANCE, INC.

AGREEMENT NO._____

FACILITY GROUP E	SERVICE FREQUENCY*	TOTAL MONTHLY COST
Rancho Los Amigos National Rehabilitation Center 7601 E. Imperial Highway Downey, CA 90242	**DAILY**	**$16,537**

* Contractor shall provide all landscape services under the frequencies specified in Statement of Work (SOW) at the cost described herein, unless instructed otherwise on the Facility Specification Sheet in SOW, Exhibit C. The monthly cost shall be all inclusive and includes but not limited to all administrative costs, labor, supervision, materials, transportation, taxes, equipment and supplies, dumping fees.

EXHIBIT B-2

DEPARTMENT OF HEALTH SERVICES

PRICE SHEET

UNSCHEDULED WORK - SEASONAL/PERIODIC/OTHER SERVICES

Facility	Rancho Los Amigos National Rehabilitation Center
Address	7601 E. Imperial Highway, Downey CA 90242
Hours of Operation	Services to be provided between the hours of 6 a.m to 6 p.m. M-F, and 6 a.m. to 11 a.m on Saturday

I. SEASONAL/PERIODIC LANDSCAPE MAINTENANCE SERVICES

TASK		Staff Hours Per Frequency	Frequency	Total Maximum Frequency Cost	Total Maximum Cost Per Contract Year
Aerification (SOW, Paragraph 10.1)		120	Twice a year	$3,178	$6,356
Disease/Insect Control (SOW, Paragraph 10.2)		16	As needed	$720	$720
Fertilization (SOW, Paragraph 10.3)		210	Twice per year	$4,250	$8,500
Renovation-Turf (SOW, Paragraph 10.4)		320	As requested	$15,246	$15,246
Vertical Mowing (SOW, Paragraph 10.5)		160	Annually	$4,356	$4,356
Turf Reseeding (SOW, Paragraph 10.6)		30	As requested	$1,450	$1,450
Rodent Control (SOW, Paragraph 9.2.10)		12	As needed	$540	$540
Tree Maintenance (SOW, Paragraph 10.12)					
Coarse Pruning	530	1590	1x/3yrs	$103,350	$34,450
Medium Pruning	530	1325		$86,125	$28,708
Fine Pruning	530	1060		$68,900	$22,967
Raising Branches	530	530		$34,450	$11,483
Crown Cleaning	530	1190		$77,350	$25,783
Crown Thinning	530	928		$60,320	$20,107
Crown Raising	530	665		$43,225	$14,408
Palm Trees (SOW 10.9)	107	214		$13,910	$4,637
				ANNUAL TOTAL	$197,711

* All trees shall be pruned at each Facility once during the first three years of the contract term. Provide a cost for each **Tree Maintenance** task along with a description of tree(s) to be serviced and a reasoning for selection of type of pruning to be used. Pruning definitions are listed in SOW, Paragraph 2.6, 2.8, and 2.9. Divide Total Maximum Frequency Cost by 3.
All palm trees shall be maintained at each Facility. Divide Total Maximum Frequency Cost by 3.

II. UNSCHEDULED/OTHER WORK

CLASSIFICATION	HOURLY RATE (Includes Profit & Overhead)
Pest Control Operator	$45 per hour
Irrigation Specialist	$65 per hour
Landscape Maintenance Laborer	$22 per hour

EXHIBIT C

DEPARTMENT OF HEALTH SERVICES – COUNTY OF LOS ANGELES
LANDSCAPE MAINTENANCE SERVICES
FACILITY SPECIFICATION SHEET

Facility	Rancho Los Amigos National Rehabilitation Center
Address	7601 E. Imperial Highway, Downey CA 90242
Hours of Operation	Services to be provided between the hours of 6 a.m to 6 p.m. M-F, and 6 a.m. to 11 a.m on Saturday

# Trees*	# Palm Trees	Shrubs Y/N	Hedges Y/N	# Planters	Grass Y/N	Irrigation System Y/N
530	107	Y	Y	250	Y	Y

Reference	Routine Landscape Maintenance	Frequency
9.1.2	Mowing	Weekly
9.1.3	Edging	Once every other week
9.1.4	Hedge Trimming	Twice a month, as needed
9.2.2	Cultivation	Once every two weeks, as needed
9.2.3	Flower Beds	Twice a month, as needed
9.2.4	Ground Cover	Twice a month, as needed
9.2.7	Irrigation System Maintenance	Each visit
9.2.8	Litter Control	Once daily by 2 pm, M-F
9.2.9	Raking	Each visit
9.2.10	Rodent Control	As needed
9.2.12	Weed Control	Once each month
9.2	Chemical turf detailing around trees, turf boundaries and various irrigation components	Once every two months
9.2	Chemical application to beds, planters, walkways, medians, curb and gutter expansion joints in all hard surface areas, slopes, hillsides	Once each month
9.12	Hazard Reduction Pruning (HRP)	As needed
9.15	Interior Plants	As needed
Reference	**Unscheduled Work - Seasonal/Periodic/Other Services**	**Frequency**
10.1	Aerification	Twice a year
10.2	Disease/Insect Control	As needed
10.3	Fertilization	Twice per year
10.4	Turf Renovation	As requested
10.5	Vertical Mowing	Annually
10.6	Turf Reseeding/Restoration of Bare Areas	As requested
10.7 10.8	Tree Maintenance Tree Pruning	All trees -once in 3 year contract term
11.0	Other Work/Unscheduled Work	As requested

- Full landscape services is required at 7500 Quill Drive (North Boundry Wall)
- Los Amigos Golf Course Water Tank weed abatement (Simi-Annual)
- Water Tank North of 200 String on Southside of Imperial Hwy. (Semi-Annual)
- Full landscape services is required at Erickson Bridge above Imperial Hwy – East/West side (weekly)
- Prior approval is required for Palm tree service

* **Approximate Number. Proposal included a total cost for Tree Maintenance of ALL trees at facility.**

Contract Monitor:_____

EXHIBIT D

CONTRACTOR'S EEO CERTIFICATION

PARKWOOD LANDSCAPE MAINTENANCE, INC.
Company Name

16443 HART STREET, VAN NUYS, CA 91406
Address

95-199872
Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Contractor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Contractor has written policy statement prohibiting discrimination in all phases of employment.	( )	( )
2. Contractor periodically conducts a self-analysis or utilization analysis of its work force.	( )	( )
3. Contractor has a system for determining if its employment practices are discriminatory against protected groups.	( )	( )
4. When areas are identified in employment practices, Contractor has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	( )	( )

Signature

Date

DAVID MELITO, PRESIDENT
Name and Title of Signer (please print)

EXHIBIT E

COUNTY'S ADMINISTRATION

FACILITY: Rancho Los Amigos National Rehabilitation Center

FACILITY CEO/ADMINISTRATOR:

Name: _____

Title: _____

Address: _____

Telephone: ( ) _____

Facsimile: ( ) _____

E-Mail Address: _____

FACILITY PROJECT MANAGER/FACILITY DESIGNEE:

Name: _____

Title: _____

Address: _____

Telephone: ( ) _____

Facsimile: ( ) _____

E-Mail Address: _____

FACILITY PROJECT MONITOR:

Name: _____

Title: _____

Address: _____

Telephone: ( ) _____

Facsimile: ( ) _____

E-Mail Address: _____

EXHIBIT F

CONTRACTOR'S ADMINISTRATION

NAME OF CONTRACTOR : PARKWOOD LANDSCAPE MAINTENANCE, INC.

FACILITY: Rancho Los Amigos National Rehabilitation Center

CONTRACTOR'S PROJECT MANAGER: _____

Name: _____

Title: _____

Address: _____

Telephone: ( ) _____

Facsimile: ( ) _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S) _____

Name: _____

Title: _____

Address: _____

Telephone: ( ) _____

Facsimile: ( ) _____

E-Mail Address: _____

_____

Name: _____

Title: _____

Address: _____

Telephone: ( ) _____

Facsimile: ( ) _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following address: _____

Name: _____

Title: _____

Address: _____

Telephone: ( ) _____

Facsimile: ( ) _____

E-Mail Address: _____

EXHIBIT G

Title 2 ADMINISTRATION

Chapter 2.203.010 through 2.203.090

CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or

6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief executive officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability.
This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28,2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

2.203.040 Contractor Jury Service Policy.
A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

2.203.050 Other Provisions.
A. Administration. The chief executive officer shall be responsible for the administration of this chapter. The chief executive officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

2.203.060 Enforcement and Remedies.
For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor.

2.203.070. Exceptions.
A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
   1. Has ten or fewer employees during the contract period; and,

   2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

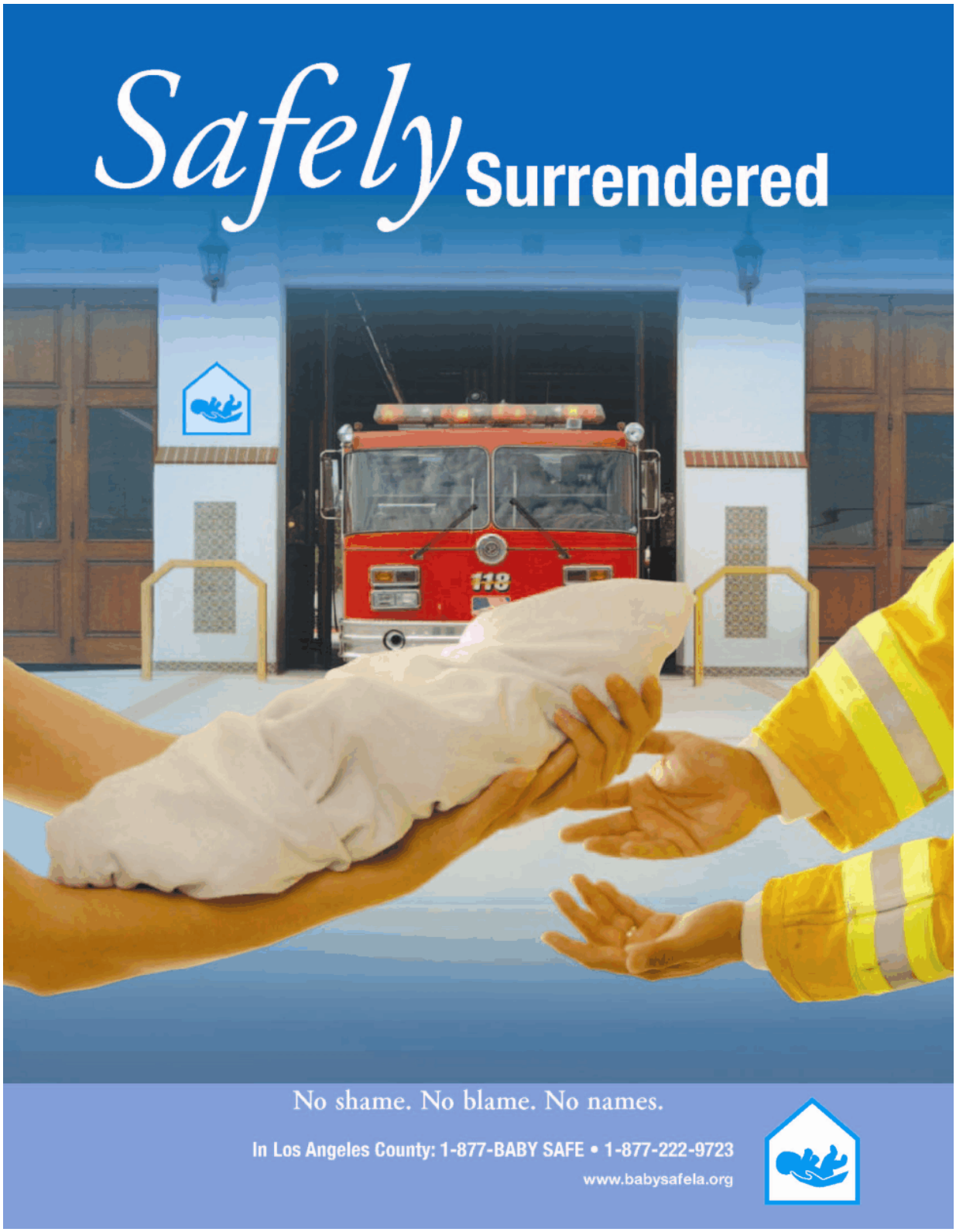
   3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed $500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.


Safely Surrendered
118
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723
www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at **1-800-540-4000**.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

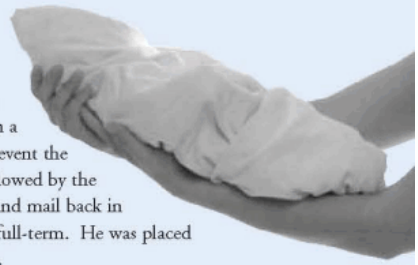
What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the **Safely Surrendered Baby Law** is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The **Safely Surrendered Baby Law** prevents this tragedy from ever happening again in California.

A baby's story



Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.

2.201.010 Findings.
The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles. (Ord. 2007-0011 § 1, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.020 Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

A. "County" includes the county of Los Angeles, any county officer or body, any county department head, and any county employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.

B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a county of Los Angeles owned or leased facility.

C. "Employer" means:

1. An individual or entity who has a contract with the county:

   a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or

   b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and

   c. Who has received or will receive an aggregate sum of $25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or

2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the county.

D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the chief administrative officer, but in no event less than 35 hours worked per week.

E. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq. of this code, entitled Contracting with Private Business. (Ord. 2007-0011 § 2, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.030 Prospective effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their

amendments in effect before this chapter becomes applicable. (Ord. 99-0048 § 1 (part), 1999.)
* **Editor's note:** Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

2.201.040 Payment of living wage.

A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be $9.64 per hour with health benefits, or $11.84 per hour without health benefits.

B. To qualify for the living wage rate with health benefits, an employer shall pay at least $2.20 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.

C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section, above for future contracts. Any adjustments to the living wage rate specified in subsections A and B that are adopted by the board of supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments which become effective three months or more after the effective date of the ordinance that adjusts the living wage rate. (Ord. 2007-0011 § 3, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.050 Other provisions.

A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.

B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

C. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The chief administrative officer in conjunction with the affirmative action compliance officer shall issue written instructions on the implementation and on-going administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the chief administrative officer in conjunction with the affirmative action compliance officer. The affirmative action compliance officer in conjunction with the chief administrative officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.

E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ord. 99-0048 § 1 (part), 1999.)

2.201.060 Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ord. 99-0048 § 1 (part), 1999.)

2.201.070 Employee retention rights.

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

A. A "retention employee" is an employee of a predecessor employer:

1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;

2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and

3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.

B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.

C. A subsequent employer is not required to hire a retention employee who:

1. Has been convicted of a crime related to the job or his or her job performance; or

2. Fails to meet any other county requirement for employees of a contractor.

D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ord. 99-0048 § 1 (part), 1999.)

2.201.080 Enforcement and remedies.

For violation of any of the provisions of this chapter:

A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.

B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:

1. Assess liquidated damages as provided in the contract; and/or

2. Recommend to the board of supervisors the termination of the contract; and/or

3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code. (Ord. 2007-0011 § 4, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.090 Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.

B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.

D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:

1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and

2. Has 20 or fewer employees during the contract period, including full time and part time employees; and

3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed $1,000,000.00; or

4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed $2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full time and part time employees, and more than $1,000,000.00 in annual gross revenues or $2,500,000.00 in annual gross revenues if a technical or professional service.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 99-0055 § 1, 1999: Ord. 99-0048 § 1 (part), 1999.)

2.201.100 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 99-0048 § 1 (part), 1999.

EXHIBIT J

Exhibit IX

COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE

MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

Instruction Box: Please complete all sections of this form. *(Information to complete this form can be obtained from your weekly certified payroll reports)* Submit this form with your Certified Payroll Reports to the awarding County department. Be sure to complete and sign the reverse side of this form before submitting.

(1) Name: Contractor ☐ Subcontractor ☐

Address: (Street, City, State, Zip)

(2) Payroll No.:

(3) Work Location:

(4) From payroll period: ___/___/___ to payroll period: ___/___/___

(5) For Month Ending:

(6) Department Name:

(7) Contract Service Description:

(8) Contract Name & Number:

(9) Contractor Health Plan Name(s):

(10) Contractor Health Plan ID Number(s):

(11) Employee Name, Address & Last 4 digits of SS#	(12) Work Classification	(13) Total Hours Worked Each Week of Monthly Pay Period					(14) Total Aggregate Hours	(15) Employer Paid Health Benefit Hourly Rate	(16) Gross Amount Paid (14x15)	(17) Employee Paid Health Benefit Hourly Rate	(18) Gross Amount Paid (14x17)	(19) Aggregate $ Health Benefits Paid (16+18)
		1	2	3	4	5						
1												
2												
3												
4												
5												
I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.	Total (This Page)											
Print Authorized Name:	Grand Total (All Pages)											

Authorized Signature: Date: / /

Title:

Telephone Number (include area code) ( )

Page: _____ of _____

EXHIBIT K

COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
PAYROLL STATEMENT OF COMPLIANCE

I, _____, _____
(Name of Owner or Company Representative) (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by
_____ on the _____ ;
(Company or subcontractor Name) (Service, Building or Work Site)
that during the payroll period commencing on the _____ day of _____,and
(Calendar day of Month) (Month and Year)
ending the _____ day of _____ all persons employed on said work site
(Calendar day of Month) (Month and Year)
have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of _____
(Company Name)
from the full weekly wages earned by any person and that no deductions have been made either directly or in directly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

2. That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for employees contained therein are not less than the applicable County of Los Angeles Living Wage rates contained in the contract.

3. That:
   A. WHERE FRINGE (Health) BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS

      □ In addition to the basic hourly wage rates paid to each employee listed in the above referenced payroll, payments of health benefits as required in the contract have been or will be paid to appropriate programs for the benefit of such employees.

   B. WHERE FRINGE (Health) BENEFITS ARE PAID IN CASH

      □ Each employee listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the applicable amount of the required County of Los Angeles Living Wage hourly rate as listed in the contract.

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.	
Print Name and Title	Owner or Company Representative Signature:
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD OF THREE (3) YEARS.	

EXHIBIT L

COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE - PAYROLL REPORTING FORM

PAGE _____ OF _____

(1) ☐ CONTRACTOR	☐ SUBCONTRACTOR	(6) CONTRACT NO.:
(2) NAME:		(7) TYPE OF SERVICE:
(3) ADDRESS:		(8) WORK LOCATION(S):
(4) CONTACT PERSON:	(5) TELEPHONE: ( )	(9) PAYROLL PERIOD (Beginning and end dates):

(10) NAME / ADDRESS	(11) Last 4 SS #:	(14) Position Title	(15) DAY AND DATE 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	XXX	(16) Total Hours	(17) Pay Rate	(18) Gross	(19) DEDUCTIONS Medi-SS FICA	(20) Fed Tax	(21) State Tax	(22) Hlth. Ins.	(23) Other	(24) Total Deduct	(25) Net Wages
			16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31										
	(12) ☐ Full																											
	☐ Part	County																										
	(13) Health Ins.	OT																										
	☐ Yes	Other Job																										
	☐ No	OT																										

(10) NAME / ADDRESS	(11) Last 4 SS #:	(14) Position Title	(15) DAY AND DATE 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	XXX	(16) Total Hours	(17) Pay Rate	(18) Gross Pay	(19) DEDUCTIONS Medi-SS FICA	(20) Fed Tax	(21) State Tax	(22) Hlth. Ins.	(23) Other	(24) Total Deduct	(25) Net Wages
			16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31										
	(12) ☐ Full																											
	☐ Part	County																										
	(13) Health Ins.	OT																										
	☐ Yes	Other Job																										
	☐ No	OT																										

(10) NAME / ADDRESS	(11) Last 4 SS #:	(14) Position Title	(15) DAY AND DATE 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	XXX	(16) Total Hours	(17) Pay Rate	(18) Gross	(19) DEDUCTIONS Medi-SS FICA	(20) Fed Tax	(21) State Tax	(22) Hlth. Ins.	(23) Other	(24) Total Deduct	(25) Net Wages
			16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31										
	(12) ☐ Full																											
	☐ Part	County																										
	(13) Health Ins.	OT																										
	☐ Yes	Other Job																										
	☐ No	OT																										

(10) NAME / ADDRESS	(11) Last 4 SS #:	(14) Position Title	(15) DAY AND DATE 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	XXX	(16) Total Hours	(17) Pay Rate	(18) Gross	(19) DEDUCTIONS Medi-SS FICA	(20) Fed Tax	(21) State Tax	(22) Hlth. Ins.	(23) Other	(24) Total Deduct	(25) Net Wages
			16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31										
	(12) ☐ Full																											
	☐ Part	County																										
	(13) Health Ins.	OT																										
	☐ Yes	Other Job																										
	☐ No	OT																										

EXHIBIT M

CONTRACTOR ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract.)

CONTRACTOR NAME _____ Contract No._____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgment and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware. Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

Printed Name: _____

Title: _____

Signature: _____

EXHIBIT N

CHARITABLE CONTRIBUTIONS CERTIFICATION

PARKWOOD LANDSCAPE MAINTENANCE, INC.

Company Name

16443 HART STREET, VAN NUYS CA 91405

Address

95-4199872

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of 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

☐ 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 Date

DAVID MELITO, PRESIDENT

Name and Title of Signer (please print)