BOARD OF SUPERVISORS

**Gloria Molina**
First District

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Second District

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Fourth District

**Michael D. Antonovich**
Fifth District

**THOMAS L. GARTHWAITE, M.D.**
Director and Chief Medical Officer

**FRED LEAF**
Chief Operating Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

May 29, 2003

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:

**FOUR LANDSCAPE MAINTENANCE SERVICES AGREEMENTS**
(1st, 2nd, and 4th Districts) (3 Votes)

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 Chair to sign the attached agreements (Exhibit 1-4) for the provision of landscape maintenance services with TruGreen LandCare (H. Claude Hudson and Hubert H. Humphrey) and Environmental Maintenance Co., Inc. (El Monte, and Long Beach Comprehensive Health Centers; including Wilmington Health Center), effective on July 1, 2003 through June 30, 2004, with provisions for four one-year automatic renewals, with an annual contract cost of $95,635. The total estimated contract cost for the provision of landscape maintenance services over the five-year period is $478,175.

3. Terminate for convenience County Agreement Nos. 70610 (Long Beach), 70612 (Humphrey), 70613 (Hudson), and 71205 (El Monte), for Landscape Maintenance Services with Premier Building Services & Lim S.S. Maintenance and Landscaping Services and Far East Landscape Maintenance Inc., respectively, further described in Attachment A; and instruct the Director of Health Services, or his designee, to provide Notices of Termination to the two contractors, with the required 30-day advance written notice, substantially similar to Attachment B.

4. Authorize the Director of Health Services, or his designee, to extend the five-year agreements term on a month-to-month basis for up to six months beyond the stated expiration date if the extension of the term is in the best interest of the County and is upon written mutual agreement by the parties.

5. Authorize the Director 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 and notification to the Board.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTIONS:

The Board's approval of the agreements with TruGreen LandCare and Environmental Maintenance Co., will allow for the continued provision of necessary landscape maintenance services at H. Claude Hudson, Hubert H. Humphrey, El Monte, and Long Beach Comprehensive Health Centers; including Wilmington Health Center.

The Department of Health Services (DHS or Department) has been contracting out landscape maintenance services under provisions of County Code 2.121.250 etseq., "Contracting with Private Businesses" (Proposition A) since July, 1986.

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

FISCAL IMPACT/FINANCING:

The total estimated contract cost for the provision of landscape maintenance services over the five-year period is $478,175. When compared to estimated County service delivery costs of $754,645 over the same period, savings are projected to be $276,470. The Audit Division has reviewed and approved the County avoidable cost used to calculate cost savings.

Any annual cost-of-living adjustments (COLAs) must be requested by the contractors and will be based on the lesser of: (1) the general salary movement granted to County employees as of July 1 for the preceding twelve month period, or (2) the change in the Consumer Price Index for All Urban Consumers in Los Angeles-Anaheim-Riverside, capped at 3% per year. In the event fiscal circumstances ultimately prevent the Board from approving any increase in employee salaries, successful proposer(s) will experience no COLA.

The necessary funding for landscape maintenance services at H. Claude Hudson, Hubert H. Humphrey, El Monte, and Long Beach Comprehensive Health Centers; including Wilmington Health Center is included in the DHS' Fiscal Year (FY) 2003-04 Proposed Budget, and will be requested as a continuing appropriation in subsequent fiscal years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Landscape maintenance services include, for example: the maintenance of turf, ground cover, shrubs and trees, renovation of turf and ground cover areas; the pruning of trees and shrubs; the provision of weed, disease, pest and rodent control; and the operation and maintenance of irrigation systems.

On February 18, 2003, the Board approved amendments to Agreement Nos. 70613, 70612, 71205 and 70610 for the continued provision of landscape maintenance services at H. Claude Hudson, Hubert H. Humphrey, El Monte, and Long Beach Comprehensive Health Centers. The extended term of the contracts was for a period of six months, through August 31, 2003. The extension allowed for the continuation of services provided through the agreements to allow time for the Department to complete the solicitation process and contract negotiations.

Landscape maintenance services at Wilmington Health Center has been provided under a purchase order for landscape maintenance services. Services to Wilmington Health Center will be provided under the Long Beach CHC's contract.

TruGreen LandCare and Environmental Maintenance Co., Inc. have agreed to comply with the provisions of the Living Wage Ordinance (LWO) which are included in the agreements. The Auditor-Controller has reviewed and approved the agreements for compliance with the LWO.

The term of the agreements will commence on July 1, 2003 and remain in effect through June 30, 2004 with provisions for yearly automatic renewals through June 30, 2008. The agreements include provisions for termination by the County upon 30 days advance written notice to the contractor.

It has been determined that landscape maintenance services fall under Proposition A guidelines and as such are subsequent to the provision of the County's Living Wage Program.

The agreements also include provisions for (1) the consideration of GAIN program participants for employment by the contractor should additional or replacement personnel be required by the contractor during the term of the agreement, (2) the new standard provisions for the Child Support Compliance Program, (3) the contractor's exclusion from participation in a Federally funded program, (4) the notice to employees regarding the Federal Earned Income Credit, (5) Contractor Responsibility and Debarment, (6) Jury Service Program, (7) HIPPA, (8) No Payment for Services Following Expiration, and (9) County's Safely Surrendered Baby Law.

The Affirmative Action and Compliance has approved the agreements as to Living Wage Program. The Auditor Controller has approved the Comparison of Estimated Avoidable Cost to the cost of contracting (Attachments 2-7).

These agreements are not impacted by the Department's System Re-design Plan since these facilities are not slated for closure or other modifications.

The County facilities to be serviced under these agreements are not currently included in the Department's system re-design plan as facilities slated for closure or other modifications.

Immediately following your Board's approval of the agreements Exhibits 1-4, the Director of DHS or his designee will provide the Notices of Termination to the two contractors described in Attachment A using Attachment B. County Counsel has reviewed and approved the Notice of Termination.

The agreements include indemnification and insurance provisions approved by the CAO Risk Management.

Contract monitoring functions will be performed by an assigned staff member of each facility and the DHS Inspection and Audit Division.

The Chief Executive Officer of each facility or his designee will be responsible for day-to-day contract administration.

Attachments 1 through 8 provide additional information.

The attached agreements (Exhibits 1-4) have been approved by County Counsel.

CONTRACTING PROCESS:

Acceptable proposals were received from Environmental Maintenance Co., Inc., Mariposa Horticultural Enterprises, Premier & Lim, and TruGreen LandCare. TruGreen LandCare and Environmental

Maintenance Co., Inc. were selected as the successful proposers following completion of a competitive RFP solicitation process conducted by DHS.

Edward R. Roybal CHC (Roybal) and Rancho Los Amigos National Rehabilitation Center (Rancho) were part of the RFP released in May 2002. However, because Roybal and Rancho have been withdrawn from this solicitation process, the Department has used it's option to reject all proposals submitted for Roybal and Rancho as set forth in the RFP, Part II, "General Conditions", Paragraph 6 "Rights of County-Option to Reject Proposals".

The successful proposers received the highest score in the RFP evaluation process. Factors such as proposed staffing, contractor experience and capability, operational plan, and lowest cost determined the winning scores. The vendors were selected without regard to race, creed or color.

DHS advertised the RFP in the Eastern Group Publications, Rapid Publishing, and the Los Angeles Sentinel newspapers and on the Office of Small Business' Countywide Web Site on May 23, 2002.

IMPACT ON CURRENT SERVICES:

Approval of the agreements will assure continued provision of necessary landscape maintenance services at H. Claude Hudson, Hubert H. Humphrey, El Monte, and Long Beach Comprehensive Health Centers; including Wilmington Health Center.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,

Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:pm

Attachments (8)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors
Internal Services Department
Auditor Controller

BLETCD1891.PM

# SUMMARY OF TERMINATION OF TWO LANDSCAPE MAINTENANCE SERVICES AGREEMENTS

1. Type of Service:

   Landscape Maintenance Services

2. Contractor Addresses, Contact Persons, and Contract Numbers

   Premier Building Maintenance Services and Lim S.S. Maintenance and Landscaping
   4055 Wilshire Blvd., Ste 257
   Los Angeles, CA 90010
   Mr. Bryant S. Kim, President
   Mr. Soo Suk Lim, President
   70610, 70612, 70613,

   Far-East Landscape Maintenance Inc.
   P.O. Box 950351
   Mission Hills, CA 91395
   Tony Moon
   71205

3. Immediately following the Board's approval of Agreements Exhibits 1-4, the Director of the Department of Health Services or his designee, will provide the 30 day Notice of Termination to the contractors listed above, to be effective at midnight on June 30, 2003.

4. FINANCIAL INFORMATION:

   Termination of the four contracts will not cause expenditures.

5. ACCOUNTABLE FOR CONTRACT MONITORING:

   Administrative staff at each facility.

6. APPROVALS:

   | | |
   |---|---|
   | Clinical and Medical Affairs: | Thomas L. Garthwaite, M.D.,<br>Director and Chief Medical Officer |
   | Contracts and Grants Division: | Riley Austin, Acting Chief |
   | County Counsel (approval as to form): | Christina A. Salseda, Deputy County Counsel |

**SAMPLE TERMINATION LETTER**

VIA FACSIMILE TRANSMISSION THIS DATE

June 10, 2003

_____, Executive Director
Contractor's Name
Street Address
City, State Zip

Dear _____ :

TERMINATION FOR CONVENIENCE OF AGREEMENT NO._____ FOR LANDSCAPE MAINTENANCE SERVICES WITH _____(Contractors Name)

On June 10, 2003, the County Board of Supervisors (Board) approved agreement nos. _____ for the provision of landscape maintenance services.

On July 17, 2003, the Board approved termination of the reference agreement at the County's convenience.

This letter constitutes 30-day advance written notice of the County's termination for convenience of the reference agreement in its entirety, effective at midnight on June 30, 2003, as provided under the Agreement's Paragraph 1, Term.

Thank you for providing services under contract with the County of Los Angeles. If you have any questions regarding this notice, please contact Paula Morales, Contract Administrator at (213) 240-7704.

Very truly yours,

Fred Leaf, Chief Operating Officer
Department of Health Services

# SUMMARY OF AGREEMENT

1. TYPE OF SERVICE:

For the provision of landscape maintenance services at H. Claude Hudson, Hubert H. Humphrey, El Monte, and Long Beach Comprehensive Health Centers; including Wilmington Health Center.

2. AGENCY NAME/ADDRESS/CONTACT PERSON:

| | |
|---|---|
| TruGreen LandCare | Environmental Maintenance Co., Inc. |
| 1323 W. 130th Street | 10950 S. Central Avenue |
| Gardena, CA 90247 | Los Angeles, CA 90059 |
| Contact: Fred Dodge | Contact: Tim Watkins |
| Phone: 310 354-1520 | Phone: 323 563-5642 |
| Fax: 310 323-4780 | Fax: 323 563-5643 |
| | E-Mail: timothy@wlcac.org |

3. TERM:

The term of the agreement will become effective on July 1, 2003 and continue through June 30, 2004, with provisions for four automatic one-year renewals through June 30, 2008.

4. FINANCIAL INFORMATION:

The annual contract budget will be $95,635. Estimated total contract costs over the projected five-year term is $478,175.

5. SERVICE INFORMATION:

The agreements provide for the provision of landscape maintenance services at H. Claude Hudson, Hubert H. Humphrey, El Monte, and Long Beach Comprehensive Health Centers; including Wilmington Health Center.

6. ACCOUNTABLE FOR CONTRACT MONITORING:

Administrative staff at each facility.

7. APPROVALS:

| | |
|---|---|
| Clinical and Medical Affairs: | Thomas L. Garthwaite, M.D., Director and Chief Medical Officer |
| Contracts and Grants Division: | Riley Austin, Acting Chief |
| County Counsel (approval as to form): | Christina A. Salseda, Deputy County Counsel |

**DEPARTMENT OF HEALTH SERVICES**
**LANDSCAPE MAINTENANCE SERVICES AT**
**EL MONTE COMPREHENSIVE HEATH CENTER**
**PROPOSITION A CONTRACTING**
**COMPARISON OF ESTIMATED AVOIDABLE COST TO THE COST OF CONTRACTING**

| | COUNTY | |
|---|---|---|
| **DIRECT** | | **COST INCREASE (DECREASE) FROM CONTRACTING** |
| Salaries | $21,366 | |
| Employee Benefits | $5,678 | |
| Total Labor | $27,044 | |
| Services & Supplies | $10,718 | |
| Other (Equipment) | $0 | |
| TOTAL DIRECT COSTS | $37,762 | |
| INDIRECT COSTS | | |
| Total Overhead | $0 | |
| Avoidable Overhead | $0 | |
| TOTAL AVOIDABLE COST | | $37,762 |
| | CONTRACTOR | |
| DIRECT | | |
| Contract Cost | $22,932 | |
| Other | $0 | |
| TOTAL DIRECT COST | $22,932 | |
| INDIRECT COSTS | | |
| Employee Retraining | $0 | |
| Contract Monitoring | $0 | |
| Other (Specify) | $0 | |
| TOTAL INDIRECT COST | $0 | |
| TOTAL CONTRACT COST | $22,932 | $22,932 |
| ESTIMATED SAVINGS FROM CONTRACTING | | $14,830 |

# DEPARTMENT OF HEALTH SERVICES
# LANDSCAPE MAINTENANCE SERVICES AT

# H. CLAUDE HUDSON COMPREHENSIVE HEATH CENTER
# PROPOSITION A CONTRACTING
# COMPARISON OF ESTIMATED AVOIDABLE COST TO THE COST OF CONTRACTING

| | COUNTY | |
|---|---|---|
| **DIRECT** | | **COST INCREASE (DECREASE) FROM CONTRACTING** |
| Salaries | $22,399 | |
| Employee Benefits | $5,953 | |
| Total Labor | $28,352 | |
| Services & Supplies | $10,718 | |
| Other (Equipment) | $0 | |
| TOTAL DIRECT COSTS | $39,070 | |
| INDIRECT COSTS | | |
| Total Overhead | $0 | |
| Avoidable Overhead | $0 | |
| TOTAL AVOIDABLE COST | | $39,070 |
| | CONTRACTOR | |
| DIRECT | | |
| Contract Cost | $23,748 | |
| Other | $0 | |
| TOTAL DIRECT COST | $23,748 | |
| INDIRECT COSTS | | |
| Employee Retraining | $0 | |
| Contract Monitoring | $0 | |
| Other (Specify) | $0 | |
| TOTAL INDIRECT COST | $0 | |
| TOTAL CONTRACT COST | $23,748 | $23,748 |
| ESTIMATED SAVINGS FROM CONTRACTING | | $15,322 |

# DEPARTMENT OF HEALTH SERVICES
# LANDSCAPE MAINTENANCE SERVICES AT

# HUBERT H. HUMPHREY COMPREHENSIVE HEATH CENTER
# PROPOSITION A CONTRACTING
# COMPARISON OF ESTIMATED AVOIDABLE COST TO THE COST OF CONTRACTING

| | COUNTY | |
|---|---|---|
| **DIRECT** | | **COST INCREASE (DECREASE) FROM CONTRACTING** |
| Salaries | $20,475 | |
| Employee Benefits | $5,442 | |
| Total Labor | $25,917 | |
| Services & Supplies | $9,868 | |
| Other (Equipment) | $0 | |
| TOTAL DIRECT COSTS | $35,785 | |
| INDIRECT COSTS | | |
| Total Overhead | $0 | |
| Avoidable Overhead | $0 | |
| TOTAL AVOIDABLE COST | | $35,785 |
| | CONTRACTOR | |
| DIRECT | | |
| Contract Cost | $21,058 | |
| Other | $0 | |
| TOTAL DIRECT COST | $21,058 | |
| INDIRECT COSTS | | |
| Employee Retraining | $0 | |
| Contract Monitoring | $0 | |
| Other (Specify) | $0 | |
| TOTAL INDIRECT COST | $0 | |
| TOTAL CONTRACT COST | $21,058 | $21,058 |
| ESTIMATED SAVINGS FROM CONTRACTING | | $14,727 |

DEPARTMENT OF HEALTH SERVICES
LANDSCAPE MAINTENANCE SERVICES AT

LONG BEACH COMPREHENSIVE HEATH CENTER/WILMINGTON HEALTH CENTER
PROPOSITION A CONTRACTING
COMPARISON OF ESTIMATED AVOIDABLE COST TO THE COST OF CONTRACTING

| | COUNTY | |
|---|---|---|
| DIRECT | | COST INCREASE (DECREASE) FROM CONTRACTING |
| Salaries | $21,366 | |
| Employee Benefits | $5,678 | |
| Total Labor | $27,044 | |
| Services & Supplies | $11,268 | |
| Other (Equipment) | $0 | |
| TOTAL DIRECT COSTS | $38,312 | |
| INDIRECT COSTS | | |
| Total Overhead | $0 | |
| Avoidable Overhead | $0 | |
| TOTAL AVOIDABLE COST | | $38,312 |
| | CONTRACTOR | |
| DIRECT | | |
| Contract Cost | $27,897 | |
| Other | $0 | |
| TOTAL DIRECT COST | $27,897 | |
| INDIRECT COSTS | | |
| Employee Retraining | $0 | |
| Contract Monitoring | $0 | |
| Other (Specify) | $0 | |
| TOTAL INDIRECT COST | $0 | |
| TOTAL CONTRACT COST | $27,897 | $27,897 |
| ESTIMATED SAVINGS FROM CONTRACTING | | $10,415 |

# 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 2.121.295, "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.**

# DEPARTMENT OF HEALTH SERVICES
# LANDSCAPE MAINTENANCE SERVICES
# COST SAVINGS ANALYSIS

| Estimated Actual Savings Percentage | County's Estimated Avoidable Costs | Recommended Proposer | Contract Costs | Estimated Savings |
|---|---|---|---|---|
| Year 1 | | | | |
| El Monte CHC | $37,762 | Environmental Maintenance Co., Inc. | $22,932 | $14,830 |
| H. Claude Hudson | $39,070 | Trugreen Landcare | $23,748 | $15,322 |
| Hubert H. Humphrey CHC | $35,785 | Trugreen Landcare | $21,058 | $14,727 |
| Long Beach CHC/ Wilmington HC | $38,312 | Environmental Maintenance Co., Inc. | $27,897 | $10,415 |
| TOTALS | $150,929 | | $95,635 | $55,294 |
| Total Five-Year Costs | $754,645 | | $478,175 | $276,470 |

# COUNTY OF LOS ANGELES

# COMMUNITY BUSINESS ENTERPRISE (CBE) PROGRAM

# FIRM/ORGANIZATION INFORMATION

EXHIBIT E-2

# LOS ANGELES COUNTY COMMUNITY BUSINESS ENTERPRISE (CBE) PROGRAM

## FIRM/ORGANIZATION INFORMATION

INSTRUCTIONS: All proposer's responding to this solicitation must return this form for proper consideration of the proposal. The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to gender, race, creed, or color.

I. **TYPE OF BUSINESS STRUCTURE:** Limited Liability Corporation ( LLC )

(Non-profit, Corporation, Partnership, Sole Proprietorship, etc.).

If you are a non-profit, please skip sections II through V and fill in the name of the firm and sign on page 2.

II. **TOTAL NUMBER OF EMPLOYEE IN FIRM (Including owners):** 234 ( Gardena Branch only )

III. RACE/ETHNIC COMPOSITION OF FIRM (Partners, Associate Partners, Managers, Staff, etc.). Please break down the above total number of employees into the following categories:

| | OWNERS/PARTNERS/ ASSOCIATE PARTNERS | | MANAGERS | STAFF |
|---|---|---|---|---|
| | Male | Female | | |
| Black/African American | | | | |
| Hispanic/Latino | 12 | | 12 | 218 |
| Asian or Pacific Islander | | | 1 | |
| American Indian/Alaskan Native | | | | |
| Filipino American | | | | |
| White | | | 3 | |

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

NO SINGLE PERSON OWNS MORE THAN 10%

| | Black/African American | Hispanic / Latino | Asian or Pacific Islander | American Indian/Alaskan Native | Filipino American | White |
|---|---|---|---|---|---|---|
| Men | % | % | % | % | % | % |
| Women | % | % | % | % | % | % |

V. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES Is your firm currently certified as a minority, women-owned, disadvantaged or disabled veteran business enterprise by a public agency? (If yes, complete the following and attach a copy of your proof of certification.)

| | | M | W | D | DV | |
|---|---|---|---|---|---|---|
| Agency | _____ | ____ | ____ | ____ | ____ | Expiration Date _____ |
| Agency | _____ | ____ | ____ | ____ | ____ | Expiration Date _____ |
| Agency | _____ | ____ | ____ | ____ | ____ | Expiration Date _____ |
| Agency | _____ | ____ | ____ | ____ | ____ | Expiration Date _____ |
| Agency | _____ | ____ | ____ | ____ | ____ | Expiration Date _____ |

LEGEND: M = Minority W = Women D = Disadvantaged DV = Disabled Veterans

## CBE SANCTIONS

It's the policy of County of Los Angeles Board of Supervisors that it is unlawful for any person to knowingly submit fraudulent information with the intent of receiving CBE certification and its concurrent benefits for which they are not entitled.

1. A person or business shall not:

   a. 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, acceptance or certification as a minority or women business enterprise, or both, for the purposes of this article.

   b. 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 acceptance or certification or denial of acceptance or certification of any entity as a minority or women business enterprise, or both.

   c. Willfully and knowingly obstruct, impede, or attempt to obstruct or impede, any county official or employee who is investigating the qualifications of a business entity which has requested acceptance or certification as a minority or women business enterprise, or both.

   d. Knowingly and with intent to defraud, fraudulently obtain, attempt or obtain, or aid another person or business in fraudulently obtaining or attempting to obtain, public moneys to which the person or business is not entitled under this article.

2. Any person or business who violates paragraph (1) shall be suspended from bidding on, or participating as contractor, subcontractor, or supplies in, any county contract or project for a period of three years.

3. No County agency with the powers to award contracts shall enter into any contract with any person or business suspended for violating this section during the period of the person's or business' suspension. No awarding department shall award a contract to any contractor utilizing the services of any person or business as a subcontractor suspended for violating this section during the period of the person's or business suspension.

I acknowledge, that the undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, if any, is fully aware of the above policy of County of Los Angeles and I declare under penalty of perjury that the foregoing Firm/Organization Information is true and correct.

Name of ~~Firm~~ TruGreen LandCare

Signature _____ Title: Sales Manager

Date 7/23/02

"Los Angeles for 28 Years"

EXHIBIT E-2

# LOS ANGELES COUNTY COMMUNITY BUSINESS ENTERPRISE (CBE) PROGRAM

## FIRM/ORGANIZATION INFORMATION

INSTRUCTIONS: All proposer's responding to this solicitation must return this form for proper consideration of the proposal. The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to gender, race, creed, or color.

I. **TYPE OF BUSINESS STRUCTURE:** SOLE PROPRIETORSHIP
(Non-profit, Corporation, Partnership, Sole Proprietorship, etc.).

If you are a non-profit, please skip sections II through V and fill in the name of the firm and sign on page 2.

II. **TOTAL NUMBER OF EMPLOYEE IN FIRM (Including owners):** 53

III. RACE/ETHNIC COMPOSITION OF FIRM (Partners, Associate Partners, Managers, Staff, etc.). Please break down the above total number of employees into the following categories:

| | OWNERS/PARTNERS/ ASSOCIATE PARTNERS | | MANAGERS | STAFF |
|---|---|---|---|---|
| | Male | Female | | |
| Black/African American | 21 | 1 | 4 | 19 |
| Hispanic/Latino | 32 | 0 | 6 | 26 |
| Asian or Pacific Islander | | | | |
| American Indian/Alaskan Native | | | | |
| Filipino American | | | | |
| White | | | | |

IV. 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/Alaskan Native | Filipino American | White |
|---|---|---|---|---|---|---|
| Men | 100 % | 0 % | 0 % | 0 % | 0 % | 0 % |
| Women | 0 % | 0 % | 0 % | 0 % | 0 % | 0 % |

V. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES Is your firm currently certified as a minority, women-owned, disadvantaged or disabled veteran business enterprise by a public agency? (If yes, complete the following and attach a copy of your proof of certification.)

| | | M | W | D | DV | |
|---|---|---|---|---|---|---|
| Agency | DWP | ✓ | | | | Expiration Date 11.02 |
| Agency | | | | | | Expiration Date |
| Agency | | | | | | Expiration Date |
| Agency | | | | | | Expiration Date |
| Agency | | | | | | Expiration Date |

LEGEND: M = Minority W = Women D = Disadvantaged DV = Disabled Veterans

## CBE SANCTIONS

It's the policy of County of Los Angeles Board of Supervisors that it is unlawful for any person to knowingly submit fraudulent information with the intent of receiving CBE certification and its concurrent benefits for which they are not entitled.

1. A person or business shall not:

   a. 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, acceptance or certification as a minority or women business enterprise, or both, for the purposes of this article.

   b. 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 acceptance or certification or denial of acceptance or certification of any entity as a minority or women business enterprise, or both.

   c. Willfully and knowingly obstruct, impede, or attempt to obstruct or impede, any county official or employee who is investigating the qualifications of a business entity which has requested acceptance or certification as a minority or women business enterprise, or both.

   d. Knowingly and with intent to defraud, fraudulently obtain, attempt or obtain, or aid another person or business in fraudulently obtaining or attempting to obtain, public moneys to which the person or business is not entitled under this article.

2. Any person or business who violates paragraph (1) shall be suspended from bidding on, or participating as contractor, subcontractor, or supplies in, any county contract or project for a period of three years.

3. No County agency with the powers to award contracts shall enter into any contract with any person or business suspended for violating this section during the period of the person's or business' suspension. No awarding department shall award a contract to any contractor utilizing the services of any person or business as a subcontractor suspended for violating this section during the period of the person's or business suspension.

I acknowledge, that the undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, if any, is fully aware of the above policy of County of Los Angeles and I declare under penalty of perjury that the foregoing Firm/Organization Information is true and correct.

Name of Firm ENVIRONMENTAL MAINTENANCE

Signature _____ Title: OWNER

Date 7.02.02

EXHIBIT I

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

**TRUGREEN LANDCARE**

FOR

LANDSCAPE MAINTENANCE SERVICES

AT

**H. CLAUDE HUDSON COMPREHENSIVE HEALTH CENTER**

AGRECD1780.pem
5/28/03

TABLE OF CONTENTS


| | | Page |
|---|---|---|
| | RECITALS | 1 |
| 1.0 | Term | 2 |
| 2.0 | Description of Services | 4 |
| 3.0 | Billing and Payment | 4 |
| 4.0 | Administration | 5 |
| 5.0 | Contractor's Willingness to Consider County's Employees for Employment | 5 |
| 6.0 | Prevailing Wages For Covered Crafts | 6 |
| 7.0 | Gratuities | 8 |
| 8.0 | Waiver | 8 |
| 9.0 | Notice of Delays | 9 |
| 10.0 | Rules and Regulations | 9 |
| 11.0 | Nondiscrimination and Affirmative Action in Employment | 9 |
| 12.0 | Records and Audits | 11 |
| 13.0 | Reports | 13 |
| 14.0 | Prohibition Against Assignments & Delegation | 13 |
| 15.0 | Licenses, Permits, Registrations and Certificates | 14 |
| 16.0 | County Lobbyists | 15 |
| 17.0 | Conflict of Interest | 15 |
| 18.0 | Entire Agreement | 16 |
| 19.0 | Alteration of Terms | 17 |
| 20.0 | Form of Business Organization | 17 |

Table of Contents (Cont')


21.0 Independent Contractor Status . . . . . 18

23.0 Indemnification and Insurance . . . . . 19

23.0 Covenant Against Contingent Fees . . . . . 25

24.0 Authorization Warranty . . . . . 26

25.0 Damage to County Facilities, Buildings, or Grounds . . . . . 26

26.0 County's Obligation For Future Fiscal Years . . . . . 27

27.0 Compliance With Applicable Law . . . . . 27

28.0 Interpretation of Agreement, Specifications and Disputes . . . . . 27

29.0 Termination For Insolvency . . . . . 28

30.0 Termination For Default . . . . . 30

31.0 Termination For Convenience . . . . . 34

32.0 County Audit Settlements . . . . . 34

33.0 Federal Access To Records . . . . . 35

34.0 Subcontracting . . . . . 35

35.0 Fair Labor Standards Act . . . . . 37

36.0 Employment Eligibility Verification . . . . . 38

37.0 Severability . . . . . 38

38.0 Authorization Warranty . . . . . 39

39.0 Restrictions on Lobbying . . . . . 39

40.0 Contractor Performance During Civil Unrest and Disaster . . . . . 39

41.0 Staff Performance While Under the Influence . . . . . 40

42.0 Contingent Fees . . . . . 40

43.0 Resolution of Bids or Proposals . . . . . 40

44.0 Service Delivery Site - Maintenance Standards . . . . . 41

45.0 Consideration of GAIN Program Participants for Employment . . . . . 41

46.0 County's Quality Assurance Plan . . . . . 42

47.0 Contractor's Warranty of Adherence to County's Child Support Compliance Program . . . . . 42

48.0 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program . . . . . 44

49.0 Contractor's Acknowledgment of County's Commitment to Child Support Enforcement . . . . . 44

50.0 Termination for Improper Consideration . . . . . 45

51.0 Purchasing Recycled-Content Bond Paper . . . . . 45

52.0 Contractor's Exclusion from Participation in a Federally Funded Program . . . . . 46

53.0 Notices to Employees Regarding the Federal Earned Income Credit . . . . . 47

54.0 Compliance with Living Wage Program . . . . . 47

55.0 Compliance with Health Insurance Portability and Accountability Act of 1996 . . . . . 60

56.0 Compliance with Jury Service Program . . . . . 61

57.0 No Payment for Services Following Expiration/Termination of Agreement . . . 64

58.0 Equipment Replacement . . . . . 64

59.0 Safely Surrendered Baby Law . . . . . 65

60.0 Notices . . . . . 66

| | |
|---|---|
| Exhibit A | Performance Work Statement for Landscape Maintenance Services |
| Exhibit B | Public Works Payroll Reporting Form |
| Exhibit C | Employees Acknowledgment of Employer |
| Exhibit D-1 | Routine Landscape Maintenance Services Frequency Chart |
| Exhibit D-2 | Routine Landscape Maintenance Services Staffing Pattern for Contract term (Hours per Calendar Month) |
| Exhibit E | Performance Requirements Summary |
| Exhibit F | Specifications Statement of Work |
| Exhibit G | Contractor Line Item Budget Routine/ Seasonal and Periodic Landscape Maintenance Services |
| Exhibit H | Seasonal/Periodic Landscape Maintenance Services and Other Work |
| Exhibit I | Living Wage Ordinance |
| Exhibit J | Employee Jury Service Program Application for Exemption and Certification Form |
| Exhibit K | Contractor Employee Jury Service Ordinance |
| EXHIBIT L | Facility Map |
| EXHIBIT M | Safely Surrendered Baby Law |

Contract #_____

# LANDSCAPE MAINTENANCE SERVICES AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2003,

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

and TruGreen LandCare (hereafter "Contractor").

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"), the H. Claude Hudson Comprehensive Health Center located at 2829 South Grand Avenue, Los Angeles, California (hereafter "CHC" or "Facility"); and

WHEREAS, pursuant to Section 44.7 of the Los Angeles County Charter as implemented by Los Angeles County Code Section 2.121.250 et seq., County is authorized to contract with private businesses to perform personal services when it is more economical to do so; 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, Contractor possesses the competence, expertise, and personnel required to provide such services; and

WHEREAS, in response to County's Request for Proposals for such services, Contractor has submitted its proposal to County and desires to provide such services; and

WHEREAS, this Agreement is authorized by California Government Code Sections 23004 and 26227 and California Health and Safety Code Section 1441.

NOW, THEREFORE, the parties hereto agree as follows:

1.0 TERM:

1.1 The term of this Agreement shall commence on July 1, 2003 and shall continue in full force and effect through, June 30, 2004, and shall thereafter be automatically renewed for one-year periods to a maximum of four additional years without further action by the parties through June 30, 2008.

1.2 Notwithstanding any other provision of this Paragraph, the failure of Contractor or its officers, agents, or employees to comply with the terms of this Agreement or any written directions by or on behalf of County issued pursuant hereto shall constitute a material breach hereof and this Agreement may be terminated immediately by written notice to Contractor. County's failure to exercise this right of termination shall not constitute waiver of such right, which may be exercised at any subsequent time. Termination provisions for County are found in this Paragraph and in Paragraphs 7.0 (Gratuities), 11.0 (Nondiscrimination, Affirmative Action and Assurance of Compliance with Civil Rights), 12.0 (Records and

Audits), 16.0.(County Lobbyists), 22.0 (Indemnification and Insurance), 23.0 (Covenant Against Contingent Fees), 26.0 (County's Obligation for Future Fiscal Years), 29.0 (Termination for Insolvency), 30.0 (Termination for Default), 31.0 (Termination for Convenience), and, 40.0 (Contractor's Performance During Civil Unrest or Disaster), 46.0 (County's Quality Assurance Plan), 47.0 (Contractor's Warranty of Adherence to County's Child Compliance Program), 48.0 (Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program) and 50.0 (Termination for Improper Consideration) below. Unless otherwise specified, in the event that this Agreement is terminated as provided hereunder, the procedures to be followed by the parties with respect to the submittal of the termination claim and invoice, the negotiation of a final termination settlement, and the retention of records shall be the same as if the notice of termination had been issued by County terminating all services hereunder pursuant to Paragraph 31.0 (Termination for Convenience) below.

1.3 The term of this Agreement may be extended by Director beyond the stated expiration date on a month-to-month basis, for a period of time not to exceed six months, upon the mutual agreement of the parties. All provisions of this Agreement are effect on the date the term commences and shall remain in effect for the duration of

the extension. Compensation 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.

If Director and Contractor mutually fail to agree to extend this Agreement on a month-to-month basis as of the expiration date set fourth in Paragraph 1.1 above, then this Agreement shall expire on said date.

1.4 In the event of the expiration or prior termination of the term of this Agreement, Contractor shall fully cooperate with County to provide for the transition to whatever service replacement method County determines to be in its best interest.

2.0 DESCRIPTION OF SERVICES: Contractor shall provide landscape maintenance services to County at H. Claude Hudson Comprehensive Health Center in the manner and form as described in the body of this Agreement and in Exhibit A, attached hereto and incorporated herein by reference.

3.0 BILLING AND PAYMENT: For all services hereunder, Contractor shall bill County monthly, in arrears, in accordance with the fees set forth in Exhibit G, attached hereto, on billing forms approved by County. All billings shall include required certification and shall clearly reflect and provide reasonable detail of the services for which claim is made. County shall

pay Contractor within thirty (30) days following receipt of a complete and correct billing, as determined by County.

4.0 ADMINISTRATION: Director of DHS, or his duly authorized designee (hereafter collectively referred to as "Director"), shall have the authority to administer this Agreement on behalf of County. Director retains professional and administrative responsibility for the services rendered under this Agreement. This general responsibility, however, does not relieve Contractor from its specific duties stated elsewhere under this Agreement, including, but not limited to, the obligations (1) to perform its professional services according to customary quality of care standards in the community and under this Agreement, and (2) to defend County and other named agencies and individuals for claims, and to indemnify them for any resultant damages, based upon Contractor's failure or alleged failure to satisfy such quality of care standards. Contractor shall designate in writing a person who shall have the authority to administer this Agreement on behalf of Contractor. The term "Facility Designee", as used in this Agreement, means Health Facility Designee or his duly authorized designee.

5.0 CONTRACTOR'S WILLINGNESS TO CONSIDER COUNTY'S EMPLOYEES FOR EMPLOYMENT: Contractor agrees to receive referrals of permanent or temporary employees from County's Human Resources staff for consideration for employment as Contractor vacancies

occur after contract implementation and throughout the term of this contract.

6.0 PREVAILING WAGES FOR COVERED CRAFTS

6.1 Contractor, its subcontractor(s), agents and employees shall be bound by and shall comply with all applicable provisions of the California Labor Code, including, but not limited to, Section 1775, as well as all other applicable Federal, State, and local laws related to labor.

6.2 Contractor, its subcontractor(s), agents and employees shall pay no less than the prevailing wage rate established by the State Department of Industrial Relations to those workers who perform work which is subject to the prevailing wage requirement of the California Labor Code.

6.3 A copy of the determination of the prevailing rate of per diem wages for any worker needed to perform the landscape maintenance services required under this Agreement is on file at DHS, Contracts and Grants Division, 313 North Figueroa Street, Los Angeles, California 90012 and is available for perusal by any interested person.

6.4 Contractor shall post at each job site, a copy of the determination of the prevailing rate of per diem wages for the craft or type of worker covered by the prevailing wage requirement needed to executive such services and shall certify to County in writing that

the posting of the copy of the determination required by California Labor Code Section 1773.2 has been completed.

6.5 Contractor shall collect, maintain and submit on a monthly basis to DHS on the form shown as Exhibit B, attached hereto and incorporated herein by reference, the State Department of Industrial Relations Public Works Payroll Reporting Form for each covered worker who performs such services.

6.6 Contractor, its subcontractors, agents, and employees shall comply with California Labor Code Section 1777.5 with respect to employment of apprentices.

6.7 Contractor, its subcontractors, agents, and employees are directed to the requirements of the California Labor Code with respect to hours of employment. Eight (8) hours of labor constitute a legal day's work for the covered workers and neither Contractor nor any subcontractors hereunder shall require or permit any covered worker to perform any of such services for more than eight (8) hours during any one (1) calendar day or more than forty (40) hours during any one (1) calendar week except as authorized by California Labor Code Section 1815. For each violation of the provisions of California Labor Code Sections 1811 through 1815, Contractor shall forfeit to County the penalty set forth therein.

6.8 Contractor shall execute and deliver to DHS the following certification: "I am aware of the provisions of Section 3700 of the

California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self insurance in accordance with the provisions of that Code before commencing the performance of the work of this contract."

7.0 GRATUITIES: County may, by written notice to Contractor, terminate the right of Contractor to proceed under this Agreement upon one (1) calendar day's notice, if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of such contract, provided that the existence of the facts upon which County makes such finding shall be in issue and may be reviewed in any competent court. 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.

8.0 WAIVER: No waiver of a breach of any provision of this Agreement by County shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

9.0 NOTICE OF DELAYS: Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within five (5) working days, give notice thereof, including all relevant information with respect thereto, to the other party.

10.0 RULES AND REGULATIONS: During the time that Contractor's employees are at any County facility, such employees shall be subject to the rules and regulations of that facility. It is the responsibility of Contractor to acquaint its employees who are to provide services hereunder with such rules and regulations. Contractor agrees to permanently withdraw any of its employees from the provision of services under this Agreement upon receipt of written notice from Director or his authorized designee: (1) that such employee has violated such rules or regulations, or (2) that such employee's actions, while on County premises, indicated that he may do harm to County property, County patients, County employees or the public.

11.0 NONDISCRIMINATION, AFFIRMATIVE ACTION AND ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS

11.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to, or because of race, color, religion, national origin, ancestry, sex, age, condition of physical handicap, marital status, or political affiliation, in compliance with all anti-discrimination laws and regulations of the United States of

America and the State of California as they now exist or may hereafter be amended.

11.2 Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship

11.3 Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e (17), to the end that no person shall, on grounds of race, religion, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

11.4 Contractor shall deal with its subcontractors, Proposers or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical handicap as required by all applicable anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended.

11.5 Contractor shall allow authorized County representatives access to its employment records during regular business hours to verify

compliance with these provisions when so requested by Director.

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

11.7 The parties agree that in the event Contractor violates the anti-discrimination provisions of this Agreement, County shall, at its option, be entitled to a sum of Five Hundred Dollars ($500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

12.0 RECORDS AND AUDITS

12.1 Contractor shall maintain accurate and complete financial records of its activities and operations as they relate to its services under this Agreement in accordance with generally accepted accounting

principles. Contractor shall also maintain accurate and complete employment and other records of all services provided hereunder. All such records shall be retained by Contractor for a minimum period of seven (7) years following the expiration or prior termination of this Agreement. During such seven (7) years, as well as during the term of this Agreement, all records pertaining to this Agreement, including, but not limited to, those described above or true and correct copies thereof, shall be retained by Contractor, or made available by Contractor, at a location in County of Los Angeles and shall be made available within twenty (20) working days of County's request during County's normal business hours to representatives of County for purposes of inspection or audit. In the event that such records are located outside County of Los Angeles, then, at Contractor's option, such inspection or audit shall take place at an agreed place at such location and Contractor shall pay County for travel, per diem, and other costs related to such inspection or audit.

12.2 In the event that an audit is conducted of Contractor specifically regarding this Agreement by any Federal or State auditor, or any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report with County's Auditor-Controller within thirty (30) days of Contractor's receipt

thereof, unless otherwise provided under this Agreement or applicable Federal or State law. County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

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

13.0 REPORTS: Contractor shall make reports as required by Facility Designee or his designee concerning Contractor's activities and operations hereunder. In no event may County require such reports unless it has provided Contractor with at least thirty (30) days prior written notification thereof. County shall provide Contractor with a written explanation of the procedures for reporting the required information.

14.0 PROHIBITION AGAINST AND ASSIGNMENT AND DELEGATION: Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County. Any assignment or delegation which does not have such prior County consent shall be null and void. For purposes of this Paragraph 14.0, such County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any billings to County by any delegatee or assignee on any claim under this Agreement, absent such County consent, shall not be paid by County. Any payments by County to any delegatee or assignee on any claim under this Agreement, in consequence of any such County consent, shall

reduce dollar for dollar any claims which Contractor may have against County and shall be subject to set-off, recoupment, or other reduction for any claims which County may have against Contractor, whether under this Agreement or otherwise.

Shareholders or partners, or both, of Contractor may sell, exchange, assign, divest, or otherwise transfer any interest they may have therein. However, in the event any such sale, exchange, assignment, divestment, or other transfer is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, then prior written consent thereof by County's Board of Supervisors shall be required. Any payments by County to Contractor on any claim under this Agreement shall not waive or constitute such County consent. Consent to any such sale, exchange, assignment, divestment, or other transfer shall be refused only if County, in its sole judgement, determines that the transferee(s) is (are) lacking in experience, capability, or financial ability to perform all services and other work as described in this Agreement. This in no way limits any County right found elsewhere in this Agreement, including, but not limited to, any right to terminate this Agreement.

15.0 LICENSES, PERMITS, REGISTRATIONS, AND CERTIFICATES:

Contractor shall obtain and maintain in effect during the term of this Agreement as set forth in Paragraph 1.0 above, all licenses, permits, registrations, and certificates required by law which are applicable to its

performance of this Agreement, and shall ensure that all its officers, employees, and agents, who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, and certificates required by law which are applicable to their performance of services hereunder.

16.0 COUNTY LOBBYISTS: Contractor certifies that each County lobbyists as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of any County lobbyist retained by Contractor to fully comply with County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

17.0 CONFLICT OF INTEREST: No County employee whose position in County enables such employee to influence the award or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Agreement. No officer or employee of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

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 Agreement. Contractor warrants that it is not now aware of any facts which create conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, without limitation, identification of all persons implicated and complete description of all relevant circumstances.

18.0 ENTIRE AGREEMENT: The body of this Agreement; Exhibits A, B, C, D, E, F, G, H, I, J, K, L, and M attached hereto; shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, service, or schedule, between the body of this Agreement and the other above referenced documents, or between such other documents, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Agreement and then to such other documents according to the following priority:

1. Exhibit A.
2. Exhibit B.
3. Exhibit C.

4. Exhibit D.

5. Exhibit E.

6. Exhibit F.

7. Exhibit G.

8. Exhibit H.

9. Exhibit I.

10. Exhibit J.

11. Exhibit K.

12. Exhibit L.

13. Exhibit M.

19.0 ALTERATION OF TERMS: No addition to, or alteration of, the terms of the body of this Agreement or the Exhibits attached hereto, whether by written or verbal understanding of the parties, their officers, employees, or agents shall be valid and effective unless made in the form of a written amendment which is formally adopted and executed by the parties in the same manner as this Agreement.

20.0 FORM OF BUSINESS ORGANIZATION: Contractor shall prepare and submit to DHS, Contracts and Grants Division, within ten days following execution of this Agreement an affidavit, sworn to and executed by Contractor's duly constituted officers, containing the following information:

20.1 The form of Contractor's business organization, i.e., proprietorship, partnership, or corporation.

20.2 A detailed statement indicating whether Contractor is totally or substantially owned by another business organization.

20.3 A detailed statement indicating whether Contractor totally or partially owns any other business organization that will be providing services, supplies, materials or equipment to Contractor or in any manner does business with Contractor under this Agreement. If during the term of this Agreement, the form of Contractor's business organization changes, or the ownership of Contractor changes, or Contractor's ownership of other businesses dealing with Contractor under this Agreement changes, Contractor shall promptly notify Director in writing detailing such changes.

21.0 INDEPENDENT CONTRACTOR STATUS:

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

21.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. County shall have no liability or responsibility for the payment of

any salaries, wages or other compensation or benefits to any personnel provided by Contractor.

21.3 Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall bear the sole liability and responsibility for any and all workers' compensation benefits to any person as a result of injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

21.4 Acknowledgment that each of Contractor's employees understands that such person is an employee of Contractor and not an employee of County shall be signed by each employee of Contractor employed at any of the County Facilities mentioned herein and shall be filed with County's Workers' Compensation Division, Claims Section, 2615 South Grand Avenue, Los Angeles, California 90007. The form and content of such acknowledgment shall be substantially similar to Attachment E, attached hereto and incorporated herein by reference.

22.0 INDEMNIFICATION AND INSURANCE

22.1 Indemnification: Contractor shall indemnify, defend, and hold harmless County and 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 Contractor's acts and/or omissions arising from and/or relating to this Agreement.

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

22.2.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Department of Health Services, Contracts and Grants Division, 313 N. Figueroa St., 6 East, Los Angeles CA 90012 Attn: Paula Morales, Contract Administrator prior to commencing services under this Agreement. Such certificates or other evidence shall:

(a) Specifically identify this Agreement.

(b) Clearly evidence all coverages required in this Agreement.

(c) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.

(d) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insured for all activities arising from this Agreement.

(e) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require 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.

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

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

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

(a) Any accident or incident relating to services performed under this Agreement which involves

injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.

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

(c) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to County contract manager.

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

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

22.2.6 Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all subcontractors

performing services under this Agreement meet the insurance requirements of this Agreement by either:

(a) Contractor providing evidence of insurance covering the activities of subcontractors, or

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

22.3 Insurance Coverage Requirements:

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

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

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

22.3.3 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 Contractor is responsible. If 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 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 |

23.0 COVENANT AGAINST CONTINGENT FEES:

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

23.2 For breach or violation of this warranty, County shall have the right to terminate this Agreement and, in its sole discretion, to deduct

from this Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

24.0 AUTHORIZATION WARRANTY: Contractor hereby represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

25.0 DAMAGE TO COUNTY FACILITY, BUILDINGS, OR GROUNDS:

25.1 Contractor shall repair, or cause to be repaired, or make due diligent efforts to begin such repair, at its own cost, any and all damage to County facilities, buildings or grounds caused by Contractor, as determined by County, employees of Contractor, or persons or companies making pick-ups from or deliveries to Contractor. Such repairs or due diligent efforts to begin such repairs shall be made immediately after Contractor has become aware of such damage, but in no case later than thirty (30) days after the occurrence.

25.2 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 upon demand or County may deduct such costs from any amounts due to Contractor from County.

26.0 COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS:

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

27.0 COMPLIANCE WITH APPLICABLE LAW:

27.1 Contractor shall comply with all Federal, State and local laws, ordinances, regulations, rules, and directives applicable to its performance hereunder. Further, all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

27.2 Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such Federal, State or local laws, ordinances, regulations, rules, or directives.

28.0 INTERPRETATION OF AGREEMENT, SPECIFICATIONS AND DISPUTES: Should any misunderstanding arise, Director will interpret this Agreement. If Contractor disagrees with the interpretation of Director,

he shall continue with the work in accordance with Director's interpretation. Within thirty (30) days after receipt of the interpretation, Contractor may file a written request with the Director for a hearing before a Dispute Review Panel as provided hereinbelow. The written request shall outline in detail the area of dispute. The Dispute Review Panel will be appointed by Director and will be composed of not less than three (3) County personnel having experience in the administration of landscape maintenance services contracts. The Panel will convene within one week of appointment in order to hear all matters related to the dispute. The hearing will be informal and formal rules of evidence will not apply. The Panel will submit its recommendation to the Director, for his consideration, within one week following the conclusion of the hearing. Director shall render a final interpretation upon his review of the Panel's recommendation.

29.0 TERMINATION FOR INSOLVENCY:

29.1 County may terminate forthwith this Agreement for default in the event of the occurrence of any of the following:

a. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Code or not.

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

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

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

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

30.0 TERMINATION FOR DEFAULT:

30.1 County may, subject to the provisions of Subparagraph 30.3 below, by written notice of default to Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances:

a. If Contractor fails to perform the services within the time specified herein or any agreed extension thereof; or

b. If Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms and, in either of these two circumstances, does not cure such failure within a period of ten (10) days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

c. Contractor's abandonment, vacation or discontinuance of operations on the premises for more than twenty-four (24) consecutive hours.

d. The failure of Contractor to maintain the premises in the state of repair required hereunder, and in a clean, sanitary, safe and satisfactory condition, where such failure continued for more than ten (10) days after written notice from Facility Designee to correct the condition.

e. The failure of Contractor to keep, perform and observe all other promises, covenants, conditions and agreements for more than ten (10) days after written notice from Facility Designee for correction thereof, provided that where fulfillment of such obligation requires activity over a period of time and Contractor shall have commenced to perform whatever may be required to cure the particular default within ten (10) days after such notice and continues such performance diligently, such time limit may be waived in the manner and to the extent allowed by Facility Designee.

f. If, in the sole judgement of Facility Designee, Contractor fails to supply an adequate work force, adequate equipment, or fails in any respect to execute the work with the diligence, force and quality specified in this Agreement, written notice thereof shall be served upon Contractor and should Contractor fail to provide means

for satisfactory compliance as directed within the time specified, County may terminate Contractor's control and negotiate with Contractor's sureties for satisfactory performance of all services under this Agreement.

g. Transfer of the majority controlling interest of Contractor to persons other than those who are in control at the time of the execution of this Agreement without written approval thereof by Director.

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

30.2 In the event County terminates this Agreement in whole or in part as provided in Paragraph 30.1 above, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated and Contractor shall be liable to County for any excess costs incurred by County, as determined by County, for such similar services, provided that Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph.

30.3 Except with respect to defaults of subcontractors, Contractor shall not be liable for any such excess costs if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of Contractor, as determined by County. Such causes may include, but are not limited to, acts of God or of the

public enemy, acts of County in either it 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 Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the supplies 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.

30.4 If, after the notice of termination of this Agreement under the provisions of this Paragraph, it is determined for any reason that Contractor was not in default under the provisions of this Paragraph, or the default was excusable under the provisions of this Paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 31.0 (Termination for Convenience) below.

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

30.6 As used in Subparagraph C above, the terms "subcontractor" and "subcontractors" means subcontractor(s) at any tier.

30.7 In the event this Agreement is suspended or terminated in whole or in part, due to Default, Insolvency, Breach or Improper Consideration, by County's Board of Supervisors, the Board of Supervisors may instruct Director to assume the responsibility of this Agreement, employ the necessary workers, purchase materials and supplies at Contractor's expense, as may be necessary for the proper performance of the work contracted for, and for the purpose of satisfying and/or mitigating damages arising from a breach of this Agreement. Upon receiving notice of such suspension or termination, Contractor shall discontinue said work, or such other parts of it as the Board of Supervisors may direct. Any excess costs, as determined by County, arising therefrom over and above the monthly compensation set forth under this Agreement, shall be charged against Contractor and its sureties.

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

30.9 If in the sole judgement of Director, Contractor and/or its employees are not properly performing the services required under this Agreement, Contractor and/or its employees may be temporarily replaced by County personnel and payment to be made by County may be suspended while the matter is being investigated. County may require Contractor to pay all excess

costs incurred by County, as determined by County, in the course of replacing Contractor employees.

31.0 TERMINATION FOR CONVENIENCE: The performance of services under this Agreement may be terminated in whole or in part from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a thirty (30) day advance Notice of Termination specifying the date upon which such termination becomes effective.

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

a. Stop services under this Agreement on the date specified in such Notice of Termination; and

b. Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

32.0 COUNTY AUDIT SETTLEMENTS: If, at any time during the term of this Agreement or at any time after the expiration or prior termination of this Agreement, representatives of County conduct an audit of Contractor regarding the services provided to County hereunder and if such audit finds that County's dollar liability for such services is less than the payments made by County to Contractor, then the difference shall at Director's option, be either repaid by Contractor to County by cash payment upon demand or, deducted from any amounts due to Contractor from County. If such audit finds that County's dollar liability for services provided hereunder is more than the payments made by County to

Contractor, then the difference shall be paid to Contractor by County by cash payment.

33.0 FEDERAL ACCESS TO RECORDS: If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act (42 U.S.C. Section 1395(v)(1)(I)) is applicable, Contractor agrees that for a period of four years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their authorized representative, the contracts, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars ($10,000) or more over a twelve (12) month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor.

34.0 SUBCONTRACTING: Although it is the intent of the parties that all services hereunder are to be provided by Contractor's employees, both parties agree that Contractor may encounter occasional need for highly specialized or unusual skills or special emergency services for which Contractor may find it necessary to subcontract. The requirements for such limited use of subcontracting are as follows:

a. No performance of this Agreement or any portion thereof shall be subcontracted by Contractor without the prior written consent of Director. Any attempt by Contractor to subcontract any performance of services under this Agreement without the prior written consent of Director, shall be null and void and shall constitute a material breach of this Agreement.

b. In the event Director may consent to subcontracting, each and all of the provisions of this Agreement and any amendment thereto shall extend to, be binding upon, and inure to the benefit of, the successors or Facility Designees of the respective parties.

c. In the event that Director should consent to subcontracting, Contractor shall include in all subcontracts the following provision: "This contract is a subcontract under the terms of a prime contract with County of Los Angeles and shall be subject to all the provisions of such prime contract. All representations and warranties shall inure to the benefit of County of Los Angeles."

d. Contractor's request to Director for approval to enter into a subcontract shall include:

    1. A description of the services to be provided by the subcontract.

2. Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected.

3. Any other information and/or certifications requested by Director.

e. All subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate all the work of Contractor and any subcontractor. Approval of the provisions of any subcontract by Director shall not be construed to constitute a determination of the allocability of any cost under this Agreement.

f. Contractor shall be solely liable and responsible for any and all payments and other compensation for all subcontractors. County shall have no liability or responsibility for any payment or other compensation for any subcontractor.

35.0 FAIR LABOR STANDARDS ACT: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, 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 services performed by Contractor's employees for which County may be found jointly or solely liable.

36.0 EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County, its officers and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this agreement.

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

38.0 AUTHORIZATION WARRANTY: Contractor hereby represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

39.0 RESTRICTIONS ON LOBBYING: If any Federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements.

40.0 CONTRACTOR PERFORMANCE DURING CIVIL UNREST AND DISASTER: Contractor recognizes that health care facilities maintained by County provide care essential to the residence of the communities they serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other provision of this contract, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a

material breach of Contractor for which County may immediately terminate this Agreement.

41.0 STAFF PERFORMANCE WHILE UNDER THE INFLUENCE: Contractor shall use reasonable efforts to ensure that no employee will perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance which might impair his/her physical or mental performance.

42.0 CONTINGENT FEES:

42.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor or with whom Contractor has contacted for the purpose of securing business.

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

43.0 RESOLUTION OF BIDS OR PROPOSALS: Contractor acknowledges that County, prior to expiration or earlier termination of this Agreement, may exercise its right to invite bids or request proposals for the continued provision of the services delivered or contemplated under this Agreement.

County and its Department of Health Services shall make the determination to re-solicit bids or request proposals in accordance with applicable County and Department of Health Services policies. Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids or request for proposals by virtue of its present status as Contractor.

44.0 SERVICE DELIVERY SITE - MAINTENANCE STANDARDS: Contractor shall assure that the locations where services are provided under provisions of this Agreement are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and full compliance with the provisions of this Paragraph.

45.0 CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program who meet Contractor's minimum qualifications for the open position. County will refer GAIN participants by job category to Contractor.

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

47.0 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

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 compliance with employment and wage reporting

requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

Within thirty (30) calendar days of renewal or term extension amendment to this Agreement of at least one (1) year, Contractor shall submit to County's Child Support Services Department (CSSD) a completed Principal Owner Information Form (POI Form), incorporated herein by reference, along with certifications in accordance with the provisions of Section 2.200.060 of County Code, that: (1) the POI Form has been appropriately completed and provided to the CSSD with respect to Contractor' s Principal Owners; (2) Contractor has fully complied with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and (3) Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to maintain compliance. Such certification shall be submitted on the Child Support Compliance Program Certification (CSCP Certification), also incorporated herein by

reference. Failure of Contractor to submit the CSCP Certification (which includes certification that the POI Form has been submitted to the CSSD) to County's CSSD shall represent a material breach of contract upon which County may immediately suspend or terminate this Agreement.

48.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 47.0 "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) calendar days of written notice by County's CSSD shall be grounds upon which County's Board of Supervisors may terminate this Agreement pursuant to Paragraph 30.0 "Termination for Default".

49.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT: Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County's CSSD will supply Contractor with the poster to be used.

50.0 TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment or extension of this Agreement or the making of any determinations with respect to Contractor's performance pursuant to this Agreement. 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.

Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 pr (800) 544-6861.

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

51.0 PURCHASING RECYCLED-CONTENT BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content

paper to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.

52.0 CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Contractor or one or more staff members barring it or the staff members from participation in a Federally funded health program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff from such participation in a Federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

53.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

54.0 COMPLIANCE WITH LIVING WAGE PROGRAM:

54.1 Living Wage Program.

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

54.2 Payment of Living Wage Rates.

54.2.1 Unless Contractor has demonstrated to County's satisfaction either that Contractor is not an "employer" as defined under the Program (Section 2.201.020 of County Code) or that Contractor qualifies for an exception to the Program (Section 2.201.090 of County Code), Contractor shall pay its employees no less than the applicable living wage rate, as set forth immediately below, for the employees' services provided to County under the Contract:

a. Not less than $9.46 per hour if, in addition to the per-hour wage, Contractor contributes less than $1.14 per hour towards the provision of bona fide health care benefits for its employees and any dependents; or

b. Not less than $8.32 per hour if, in addition to the per-hour wage, Contractor contributes at least $1.14 per hour towards the provision of bona fide health care benefits for its employees and any dependents. Contractor will be deemed to have contributed $1.14 per hour towards the provision of bona fide health care benefits if the benefits are provided through County Department of Health Services Community Health Plan. If at any time during the Contract, Contractor contributes less than $1.14 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its employees the higher hourly living wage rate.

54.2.2 For purposes of this Section, "Contractor" includes any subcontractor(s) engaged by Contractor to perform services for County under the Contract. If Contractor

uses any subcontractor to perform services for County under the Contract, the subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Program shall be attached to the agreement. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which are provided to 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 County; however, fewer than 35 hours worked per week will not, in any event, be considered full time.

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

54.2.4 If Contractor is not required to pay a living wage when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its

"exemption status" from the living wage requirement, and Contractor shall immediately notify County if Contractor at any time either comes within the Program's definition of "employer" or if Contractor no longer qualifies for an exemption to the Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Program's definition of "employer" and/or that Contractor continues to qualify for an exception to the Program. Unless Contractor satisfies this requirement within the time frame permitted by County, Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

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

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

54.4 Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims. During the term of the contract, if 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 condition such as minimum wage, prevailing wage, living wage, the Fair Labor

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

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

54.6 Notification to Employees. Contractor shall place County-provided living wage posters at each of Contractor's place of business and locations where Contractor's Employees are working. Contractor shall also distribute County-provided notices to each of its Employees at least once per year. Contractor shall translate into

Spanish and any other language spoken by a significant number of Employees the posters and hand outs.

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

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

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

monitoring reports or additional supporting documentation.

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

has been provided with a properly prepared, complete and certified monitoring report. County may deduct any assessed liquidated damages from any payments otherwise due Contractor.

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

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

a. Withholding of Payment. If Contractor fails to pay one or more of its employees at least the applicable hourly living wage rate, County may withhold from any payment otherwise due Contractor the aggregate

difference between the living wage amounts Contractor was required to pay its Employees for a given pay period and the amount actually paid to the Employees for that pay period. County may withhold said amounts until Contractor has satisfied County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

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

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

c. Termination. Contractor's 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, County may, in its sole discretion, terminate the Contract.

54.7.3 Debarment. In the event Contractor breaches a requirement of this Section, County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, not to exceed three years.

54.8 Use of Full-Time Employees: Contractor shall assign and use full-time employees of Contractor to provide services under the

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

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

54.10 Contractor Standards: During the term of the Contract, Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If

requested to do so by County, Contractor shall demonstrate to the satisfaction of County that Contractor is complying with this requirement.

54.11 Employee Retention Rights:

54.11.1 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 County for at least six months prior to the date of this new Contract, which predecessor contract was terminated by County prior to its expiration; and,

c. Who is or will be terminated from his or her employment as a result of County entering into this new Contract.

54.11.2 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.

54.11.3 Contractor shall not terminate a retention employee for the first 90 days of employment under the Contract, except for cause. Thereafter, Contractor may retain a retention employee on the same terms and conditions as Contractor's other employees.

54.12 Neutrality in Labor Relations: 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 Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

55.0 Compliance with Health Insurance Portability and Accountability Act of 1996 (HIPPA): 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.

56.0 COMPLIANCE WITH 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.

56.1 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.

56.2 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 (Exhibit K).

56.3 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. Attached hereto, as Exhibit J, is the required form, "County of Los

Angeles Contractor Employee Jury Service Program Application for Exemption and Certification Form", to be completed by the Contractor.

56.4 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.

57.0 NO PAYMENT FOR SERVICES FOLLOWING EXPIRATION/ TERMINATION OF AGREEMENT: 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 Agreement. 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 Agreement 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 Agreement.

58.0 EQUIPMENT REPLACEMENT: County shall replace, at its expense, any County equipment which existed prior to the commencement of services hereunder and which is damaged or worn out, when it has been determined by County that the repair or further maintenance of such

equipment is not economically feasible and it has been determined by County that there has not been any fault or negligence on the part of Contractor. If Contractor is found by County to have been at fault or negligent in the use, care, control and/or maintenance of any such equipment, then Contractor shall pay County for all costs incurred by County, as determined by County, to replace and install such equipment, less normal depreciation on the equipment replaced as determined by County, or County may deduct such costs, less such depreciation, from any amounts due to Contractor from County hereunder.

59.0 SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. Such information and notice is set forth in Exhibit M of this Contract.

60.0 NOTICES: Notices hereunder shall be in writing and shall be hand delivered with signed receipt or mailed by first class, registered or certified mail, postage prepaid to the parties at the following addresses and to the attention of the persons named. Director shall have the authority to execute all notices which are required or permitted by County under this Agreement. Addresses and persons to be notified may be changed by either party by giving ten days prior written notice thereof to the other party.

To Contractor: _____

_____

Attention: _____

To County: Department of Health Services

_____

_____

Attention: Chief Executive Officer

To County: Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street, 6th Floor-East
Los Angeles, CA 90012

Attention: Division Chief

IN WITNESS WHEREOF, the Board of Supervisors of County of Los Angeles has caused this Agreement to be subscribed

/

by its Chairman and the seal of said Board to be hereto affixed, and attested by the Executive Officer thereof, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officers, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By_____
Chairman, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS, Executive
Officer of the Board of
Supervisors of County of
Los Angeles

By _____
Deputy

TruGreen LanCare

By_____
Signature

Title SALES MANAGER

APPROVED AS TO FORM
BY THE OFFICE OF County COUNSEL
LLOYD W. PELLMAN
County Counsel

By_____
Deputy

APPROVED AS TO CONTRACT ADMINISTRATION:

Department of Health Services

By_____
Chief, Contracts and Grants Division

APPROVED AS TO PROGRAM:

Department of Health Services

By_____
Director of Health Services

AGREECD1780
5/7/03:pm

# PERFORMANCE WORK STATEMENT

# FOR LANDSCAPE MAINTENANCE SERVICES

1.0 DEFINITION:

Landscape maintenance services hereunder shall be the maintenance of turf, groundcover, shrubs and trees; renovation of turf and groundcover areas; the pruning of trees and shrubs; providing weed, disease, pest and rodent control; and operating and maintaining irrigation systems; and the performance of other services; pursuant to this Exhibit A (Performance Work Statement For Landscape Maintenance Services), Exhibit D-1 (Routine Landscape Maintenance Services Frequency Chart), Exhibit D-2 (Routine Landscape Maintenance Services Staffing Pattern for Contract Term (Hours Per Calendar Month)), Exhibit H (Seasonal/Periodic Landscape Maintenance Services and Other Work), Exhibit E (Performance Requirements Summary), Exhibit F (Specifications), Exhibit G (Contractor Line Item Budget Routine/Seasonal and Periodic Landscape Maintenance Services),and Exhibit I (Living Wage Program Ordinance).

2.0 FACILITY TO BE MAINTAINED:

The area(s) to be maintained under the provisions of this Agreement are located at the following address(es):

2829 South Grand Avenue
Los Angeles, California 90007

The areas in and around the Facility are landscaped with turf, groundcover and shrubs, and are irrigated by manual and/or automatic control systems. These areas are further defined on the plans of record on file with County of Los Angeles.

Contractor acknowledges personal inspection of the facility and the surrounding areas and has evaluated the extent to which the physical condition thereof will affect the services to be provided. Contractor accepts the premises in their present physical condition, and agrees to make no demand upon County for any improvements or alteration thereof.

3.0 BILLING AND PAYMENT:

3.1 Routine Landscape Maintenance Services: For Routine Landscape Maintenance Services provided under this Agreement, Contractor shall bill County the applicable Basic Monthly Charge of $1,404 per calendar month in accordance with the fees set forth in Exhibit G, attached hereto, on billing forms approved by County.

Contractor shall submit to County on a monthly basis an itemized billing, indicating all Routine Landscape Maintenance Services performed by function during the calendar month immediately preceding the month in which the billing is submitted.

3.2 Seasonal/Periodic Landscape Maintenance Services: Facility Designee shall review on an ongoing basis all Seasonal/Periodic Landscape Maintenance Services (e.g., Disease/Insect Control, Rodent Control, Vertical Mowing, etc.) to be performed as specified in Exhibit H,

(Seasonal/Periodic Landscape Maintenance Services and Other Work). If Facility Designee determines, in his sole judgement, that any frequency of service for Seasonal/Periodic Landscape Maintenance Services and Other Work as set forth on Exhibit H is not necessary, the Facility Designee 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. 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 Designee, be used for "Other Work" in accordance with Exhibit A, Performance Work Statement for Landscape Maintenance Services, Subparagraph 3.3. For Seasonal/Periodic Landscape Maintenance Services performed under this Agreement, 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 fee schedule for Seasonal/Periodic Landscape Maintenance Services as set forth in Exhibit H.

The total annual cost shall not exceed $6,900 a defined in Exhibit G, (Contractor Line Item Budget Routine/Seasonal and Periodic Landscape Maintenance Services).

3.3 Other Work: Facility Designee may, in his sole discretion, authorize Contractor to perform landscape-related Other Work assuming surplus funds from Seasonal/Periodic Landscaping Maintenance Services Sub-paragraph 3.2 above exist, when the need for such work arises out of extraordinary incidents, such as vandalism, acts of God, and third party negligence; or when such work is necessary for requested improvements in order to add new, modify existing, or refurbish existing, landscaping and/or irrigation systems.

Any such work not provided for elsewhere in this Agreement and authorized in writing by the Facility Designee and performed by Contractor shall be considered Other Work for which Contractor shall receive additional compensation.

**PRIOR TO PERFORMING ANY OTHER WORK**, Contractor shall prepare and submit a written description of the Other Work with an estimate of the cost to complete the work. No work shall commence without the written authorization from the Facility Designee.

The written estimate to perform Other Work shall include: (1) the number of hours to complete the work, (2) the cost for labor based upon the hourly rate listed in Exhibit H (these rates shall include all overhead and profit), and (3) the wholesale cost of materials, if any. In the event Contractor's written estimate is not approved, then County reserves the right to perform such work with County personnel or contract with a third party to perform such work.

3.4 Annual Fixed Reimbursement Amount and Basic Monthly Charge: The Annual Fixed Reimbursement Amount is the fixed and guaranteed contract price which shall be based on the total costs for providing all routine landscape maintenance services described in this Agreement. The monthly charge per calendar month to County for all routine landscape maintenance services shall be calculated by dividing Contractor's Annual Fixed Reimbursement Amount by (12) twelve. This monthly charge shall be referred to as the Basic Monthly Charge and may not include adjustments for inflation other than those described in Paragraph 3.5 hereinbelow. The Annual Fixed Reimbursement Amount (less depreciation, any equipment installation costs, alterations and repair costs, if any, and start-up costs) may be adjusted by County at the end of each Contract Year, as indicated in Paragraph 3.5 below.

3.5 Inflation Adjustments and Contractor's Future Contract Year Budgets: Contractor's Contract Year Budget (Annual Fixed Reimbursement Amount) and cost per frequency for seasonal/periodic landscape maintenance services may be adjusted at County's sole discretion, for inflation at the end of each Contract Year for the following Contract Year, by using the general salary percentage movement granted to County employees or the Consumer Price Index for All Urban Consumers (CPI-U) as originally released by the United States Department of Labor Statistics, Western Region, Los Angeles, Orange County, Anaheim-Riverside area, for the preceding twelve (12) month period or the general salary

movement granted to County employees, as of July 1 for the proceeding twelve (12) month period whichever, is less. In no event shall the Contract Year Budget adjustment exceed three (3) percent. Percentage changes in the specified index shall not be applied to start-up costs, equipment installation costs, and alterations and repair costs, if any, and depreciation expense, if any. The adjusted Contractor's Line Item Budget as described above shall result in a new Contract Year Budget which shall include a new Annual Fixed Reimbursement Amount for the new Contract Year. The adjusted Annual Fixed Reimbursement Amount shall be used to determine the new Basic Monthly Charge for such new Contract Year for routine landscape maintenance services provided. The new Annual Fixed Reimbursement Amount/Basic Monthly Charge shall be fixed and guaranteed for such new Contract Year.

In the event fiscal circumstances ultimately prevent the Los Angeles County Board of Supervisors from approving any increase in employee salaries, the Contractor would receive no Cost-of-Living Adjustment.

If Contractor's labor budget increases by a percentage greater than the percentage change in the CPI-U due to an increase in the applicable Minimum Wage Law, the actual amount of the increased labor budget due to the change in the Minimum Wage Law shall be used instead of the change in the CPI-U to determine that portion of the labor cost in Contractor's Contract Year Budget. The actual increase will be added to only that portion of the base salaries affected by the Minimum Wage Law

change. The remaining portion of the labor costs will be calculated by using the CPI-U. All other calculations shall be performed as described above.

Inflation Adjustment and Contractor's future contract year budgets must be requested in writing 30 days prior to the end of each contract year for the following contract year.

3.6 Reimbursement for Seasonal/Periodic Landscape Maintenance Services: Contractor shall notify the Contract Coordinator a minimum of five (5) business days prior to commencement of any Seasonal/Periodic Landscape Maintenance Services. Reimbursement for Seasonal/Periodic Landscape Maintenance 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.

Reimbursement for seasonal/periodic landscape maintenance shall be in accordance with above Paragraph 3.5 (Inflation Adjustments and Contractor's Future Contract Year Budgets).

Contractor shall maintain copies of all estimates, invoices, receipts, and other records supporting all costs for, and the number of labor hours charged to, approved Other Work. Failure to maintain records to support Other Work costs may result in the disallowance of those costs, as determined by Facility Designee.

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 Designee 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 Designee for written approval.

All Other Work shall commence on the date specified by Facility Designee and Contractor shall proceed diligently to complete such work within the time allotted.

3.7 Except as otherwise expressly provided in this Agreement, the fees for Routine Landscape Maintenance Services, Seasonal/Periodic Landscape Maintenance Services and Other Work, as described in Exhibit G, shall be the sole consideration paid by County to Contractor hereunder.

3.8 Unsatisfactory Performance Deductions: If, in the sole judgement of the Facility Designee, the level of services is less than the Acceptable Quality Level (AQL) as specified in the Performance Requirements Summary Chart as set forth in Exhibit E, attached to this Agreement and incorporated herein by reference, Facility Designee, in his sole discretion, may deduct from the Basic Monthly Charge the Unsatisfactory Performance Deductions identified in Column 6 of the Performance Requirements Summary Chart for services not performed or not rendered in accordance with specifications as set forth.

3.9 Public Works Payroll Reporting Form: Contractor shall complete the State Department of Industrial Relations Public Works Payroll Reporting Form

along with its certificate thereof shown as Exhibits B (Public Works Payroll Reporting Form) attached to this Agreement and incorporated herein by reference, and submit two signed copies of such form with each monthly billing.

4.0 OPERATING RESPONSIBILITIES:

4.1 Signs/Improvements: Contractor shall not post signs or advertising matter upon the premises or improvements thereon, unless prior approval therefor is obtained from Facility Designee.

4.2 Hours and Days of Maintenance Service: Contractor shall generally provide services between the hours of 6:00 a.m. to 6:00 p.m., Monday through Saturday, except for County observed holidays. Contractor may elect to provide additional coverage. Eight (8) hours constitutes a days' work.

4.3 Non-Interference: Contractor shall not interfere with the intended use of premises and shall conduct his operations as to offer the least possible obstruction and inconvenience to the peace and quiet of the area within which services hereunder are performed.

Blowers are not to be used within twenty feet (20') of all entrances, a vacuum may be used by all entrances.

4.4 Contractor's Staff: Contractor shall provide sufficient personnel to perform all work required hereunder. All of Contractor's maintenance personnel shall be supervised by an experienced and qualified, English speaking Supervisor in the employ of Contractor. Supervisor must be able to communicate effectively with personnel being supervised.

Employees shall be required to present positive personnel identification as required by authorized Facility personnel.

Contractor shall require each of his employees to adhere to basic public works standard of working attire. These are uniforms, provided at Contractor's expense, proper shoes and other gear required by Safety Regulations, and proper wearing of the clothing. Shirts shall be worn at all times.

Employees hall undergo a physical examination annually at the expense of Contractor. The physical examination is to include TB screening and a review of immunizations (if necessary). Contractor shall provide the County Contract Monitor a copy of the results of the physical examinations. Contractor shall provide Administrator with written certification from a licensed medical provider that each of its employees who performs services hereunder is free from contagious disease, has been immunized against common communicable diseases, and is physically capable to perform such services. Contractor shall have a plan for post exposure follow up of employees exposed to communicable diseases. The plan must be reviewed and approved by hospital Infection Control.

Medical records shall be made available for review upon the request of Contract Monitor.

4.5 Office of Inquiries and Complaints: Contractor shall maintain an office at some fixed place in Southern California and shall maintain a telephone

there, which is listed in the telephone directory in Contractor's own name or in the firm name by which it is most commonly known, and shall, during the daily hours of maintenance operation have some responsible person(s), employed by Contractor, to take the necessary action regarding all inquiries and complaints that may be received from the Facility Designee, County personnel, patients or the public using the facilities. An answering service shall be considered an acceptable substitute to full time coverage, provided Contractor is advised of the complaint within (1) one hour of receipt of complaint by the answering service. During normal working hours a supervisor or employee of Contractor responsible for providing maintenance services shall be available for notification through radio communication.

Whenever immediate action is required to prevent impending injury, death or property damage to the facilities being maintained, County may, after reasonable attempt to notify Contractor, cause such action to be taken by County's work force and shall charge the cost as determined by County thereof against Contractor, or may deduct such cost from any amount due to Contractor from County.

Contractor shall maintain a written log of all complaints, the date thereof and the date action was taken pursuant thereto or the reason for non-action. The log of complaints shall be open to inspection by Facility Designee at all reasonable times.

All complaints shall be abated as soon as possible after notification; but in all cases within twenty-four (24) hours, to the satisfaction of Facility

Designee. If any complaint is not abated within twenty-four (24) hours, Facility Designee shall be notified immediately of the reason for not abating the complaint followed by a written report to Facility Designee within five (5) days.

4.6 Safety: Contractor agrees to perform all work required hereunder in such a manner as to meet all acceptable standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all local, County, State or other legal requirements including but not limited to, full compliance with the terms of the applicable O.S.H.A. and CAL. O.S.H.A. Safety Orders at all times so as to protect all persons, including Contractor's employees, agents of County, vendors, members of the public or others from foreseeable injury, or damage to their property.

Contractor shall identify and immediately correct unsafe conditions on the premises, as well as any unsafe practices occurring thereon. During normal working hours Contractor shall immediately notify the Facility Designee of any emergency medical care for any member of the public who is in need thereof, because of illness or injury occurring on the premises. Contractor shall cooperate fully with County in the investigation of any accidental injury or death occurring on the premises, including a prompt report thereof to the CEO within five (5) days.

4.7 Interpretation of Agreement and Specifications: Should any misunderstanding arise Director will interpret this Agreement. If Contractor disagrees with the interpretation of Director, he shall continue with the work in accordance with Director's interpretation. Within thirty (30) days after receipt of the interpretation, Contractor may file a written request with the Director for a hearing before a Dispute Review Panel as provided hereinbelow. The written request shall outline in detail the area of dispute.

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

5.0 MAINTENANCE AND INSPECTION:

5.1 Maintenance: The work to be done hereunder shall include Contractor's provision of all labor, materials, and equipment necessary for the provision of landscape maintenance at specified facility.

5.1.1 Contractor shall mow and edge turf areas, prune and trim shrubs and trees, provide weed control, irrigate, hand water,

and operate manual and/or automatic irrigation systems, and other specific duties as set forth and designated in this Agreement.

5.1.2 In regard to the level of maintenance, all work shall be performed in accordance with the highest professional maintenance standards so as to maintain the aesthetic level of the facilities in the area. Standards may be modified from time to time as deemed necessary by Facility Designee for the proper maintenance of the facilities. The foregoing work shall be done in a thorough and professional manner under the direction of and to the satisfaction of Facility Designee.

5.1.3 Contractor shall not work or perform any operations during inclement weather, as determined by County, which may destroy or damage groundcover, or turf areas.

5.1.4 Contractor shall recognize that during the course of this Agreement other activities and operations may be conducted at the facility by County work forces and other Contractors. These activities may include but not be limited to landscape refurbishment, irrigation system modification or repair, construction and storm related operations. Contractor may be required to modify or curtail certain operations and shall promptly comply with such requests by Facility Designee.

5.1.5 Contractor shall, during the hours and days of operation, respond to all emergencies within two (2) hours of notification.

5.1.6 Contractor Damage to County Property: All damage incurred to County's facilities as a result of Contractor's operation as determined by County shall be repaired or replaced at Contractor's expense. All such repairs or replacements shall be completed within the following time limits:

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

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

Failure by Contractor to comply with the noted time frames without prior notification and written approval of the Facility Designee, may result in County making Unsatisfactory Performance Deductions.

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

1.1 Trees - Minor damage such as bark lost from impact of mowing equipment shall be remedied by a qualified employee. If damage results in loss of a tree the damaged tree shall be removed and replaced.

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

5.1.8 Irrigation/Operation Maintenance:

a. Contractor shall hand water and provide the necessary equipment and materials including but not limited to, manual operation and/or bleeding of valves as required to sustain and prevent the loss of turf, trees, shrubs and groundcover.

b. Contractor shall maintain in an operational state at all times the irrigation system consisting of automatic controllers, control valves, gate valves, risers and sprinkler heads. All irrigation systems shall be inspected, tested and maintained in accordance with the specifications as set forth in Performance Work Statement.

c. Contractor shall provide personnel fully trained in all phases of landscape irrigation systems including but not limited to the operation, maintenance, adjustment and repair of such systems.

d. Complete piping replacement, replacement of the gate valves and automatic or manual controllers is not required of Contractor. Contractor may replace or repair leaking main and lateral irrigation lines automatic or manual control valves and gate valves. Such work will be considered "Other Work" and will be compensated as provided in Paragraph 3.3 (Other Work).

e. Contractor shall be responsible for the control of the irrigation systems during inclement weather conditions and

shall limit the use of water concurrent with the weather situation to the satisfaction of the Facility Designee.

f. Contractor, during the daily hours of operation, shall correct malfunctioning irrigation systems and equipment within one (1) watering cycle of identification or following verbal notification from Facility Designee.

5.1.9 Scheduling: Five (5) days prior to performance of scheduled work, Contractor shall provide the Facility Designee a schedule of work to be performed for the designated facility on a weekly basis. The first schedule shall be submitted within ten (10) days after the effective date of this Agreement. Such work schedules shall identify the Routine Landscape Maintenance Services and Seasonal/Periodic Landscape Maintenance Services to be performed.

If the original schedule is altered or revised in any manner, such revisions shall be submitted to Facility Designee at least five (5) working days prior to scheduled time for the work.

5.2 Inspections: Contractor shall perform a maintenance inspection at least weekly during daylight hours of all areas where services are performed. Such inspection shall be both visual and operational. It shall include operation of all irrigation systems to check for proper condition and reliability.

EXHIBIT B

California Department of Industrial Relations

# PUBLIC WORKS PAYROLL REPORTING FORM

PAGE ____ OF ____

NAME OF CONTRACTOR OR SUBCONTRACTOR | CONTRACTOR'S LICENSE # / SPECIALTY LICENSE # | ADDRESS

PAYROLL NO | FOR WEEK ENDING | SELF-INSURED CERTIFICATE # / WORKERS' COMPENSATION POLICY # | PROJECT OR CONTRACT NO / PROJECT AND LOCATION

| (1) NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE | (2) NO. OF WITH-HOLDING EXEMPTIONS | (3) WORK CLASSIFICATION | | (4) DAY M | T | W | TH | F | S | S | (5) TOTAL HOURS | (6) HOURLY RATE OF PAY | (7) GROSS AMOUNT EARNED: THIS PROJECT | ALL PROJECTS | (8) DEDUCTIONS, CONTRIBUTIONS AND PAYMENTS: FED TAX | FICA (SOC SEC) | STATE TAX | SDI | VAC/ HOL | HEALTH & WELF | PENSION | TRAING | FUND ADMIN | DUES | TRV/ SUBS | SAVINGS | OTHER * | TOTAL DED-UCTIONS | NET WAGES PAID FOR WEEK | CHECK NO |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | S | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | O | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | S | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | O | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | S | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| | | | S | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | O | | | | | | | | | | | | | | | | | | | | | | | | | | | |

HOURS WORKED EACH DAY

S = Straight time
O = Overtime
SDI = State Disability Insurance

* OTHER - Any other deductions, contributions and/or payments whether or not included or required by prevailing wage determination should be separately listed. (Use extra sheet if necessary.)

CERTIFICATION must be completed (see back)

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

EXHIBIT C

# EMPLOYEE'S ACKNOWLEDGMENT OF EMPLOYER

I understand that _____, is my sole employer for purposes of this employment.

I rely exclusively upon _____, for payment of salary and any and all other benefits payable to me or my behalf during the period of this employment.

I understand and agree that I am not an employee of Los Angeles County for any purpose and that I do not have and will not acquire any rights or benefits of any kind from County of Los Angeles during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer _____ and County of Los Angeles.

ACKNOWLEDGED AND RECEIVED:

NAME: _____

DATE: _____

NAME: _____
Print

Copy must be forwarded by CONTRACTOR to County's Chief Administrative Office, Worker's Compensation Division, Claims Section, 2615 South Grand Avenue, Los Angeles, California 90007

EXHIBIT D-1

**ROUTINE LANDSCAPE MAINTENANCE SERVICES**
**FREQUENCY CHART**

| ROUTINE LANDSCAPE MAINTENANCE SERVICES | FREQUENCY FOR CONTRACT YEAR |
|---|---|
| Mowing | 52 |
| Edging | 52 |
| Litter Control | 312 |
| Weed Control | 52 |
| Raking | 52 |
| Pruning/Trimming | 12 |
| Irrigation/Operation & Maintenance | 52 |
| Interior Plants | N/A |

**H. Claude Hudson Comprehensive Health Center**
ROUTINE LANDSCAPE MAINTENANCE SERVICES
STAFFING PATTERN FOR CONTRACT TERM
(HOURS PER CALENDAR MONTH)

| | Mowing | Edging | Litter Control | Weed Control | Interior Plants | Raking | Pruning/Trimming | Irrigation Operation & Maintenance | Total Hours Per Month |
|---|---|---|---|---|---|---|---|---|---|
| JAN. | 25 | 5 | 24 | 5 | N/A | 5 | 7 | 5 | 76 |
| FEB. | 25 | 5 | 24 | 5 | N/A | 5 | 7 | 5 | 76 |
| MAR. | 25 | 5 | 24 | 5 | N/A | 5 | 7 | 5 | 76 |
| APR. | 25 | 5 | 24 | 5 | N/A | 5 | 7 | 5 | 76 |
| MAY | 25 | 5 | 24 | 5 | N/A | 5 | 7 | 5 | 76 |
| JUN. | 25 | 5 | 24 | 5 | N/A | 5 | 7 | 5 | 76 |
| JUL. | 25 | 5 | 24 | 5 | N/A | 5 | 7 | 5 | 76 |
| AUG. | 25 | 5 | 24 | 5 | N/A | 5 | 7 | 5 | 76 |
| SEPT. | 25 | 5 | 24 | 5 | N/A | 5 | 7 | 5 | 76 |
| OCT. | 25 | 5 | 24 | 5 | N/A | 5 | 7 | 5 | 76 |
| NOV. | 25 | 5 | 24 | 5 | N/A | 5 | 7 | 5 | 76 |
| DEC. | 25 | 5 | 24 | 5 | N/A | 5 | 7 | 5 | 76 |

Total Hours Per Calendar Year 912

Total Hours of Non-Supervisory Employees Per Calendar Year 639

Total Hours of Supervisory Employees Per Calendar Year 273

EXHIBIT E

# PERFORMANCE REQUIREMENTS SUMMARY

## 1.0 Introduction

This Exhibit describes certain required services which shall be monitored by County during the term of this contract, and for which Contractor may be assessed deductions from the Basic Monthly Charge (Unsatisfactory Performance Deductions) if the service has not been satisfactorily provided. The listing at the end of this Exhibit identifies the areas to be inspected for determining Unsatisfactory Performance Deductions.

County expects a high standard of Contractor performance under this agreement. County will make every effort to work with Contractor to resolve any areas of difficulty. However, it is Contractor's responsibility to satisfactorily provide all the services in this Performance Work Statement, some of which are summarized in this Exhibit.

### 1.1 County Quality Assurance

Contractor performance shall be inspected each calendar month using County's Quality Assurance Monitoring Plan (QAMP).

1.1.1 County may use a variety of inspection methods to evaluate Contractor's performance. Methods of monitoring that may be used are one hundred (100) percent inspection of output items for routine landscape maintenance services at randomly sampled times. County's Quality Assurance

Evaluator (QAE) shall use a County Monitoring Checklist to carry out one hundred (100) percent inspections of Contractor on a random basis. During these inspections, the QAE will complete County Monitoring Checklist on a weekly basis and determine each calendar month if Contractor has achieved at least eighty (80) percent of the total points possible for routine landscape maintenance services performed.

1.1.2 Consumer complaints may be used by County as a monitoring method to measure consumer satisfaction with Contractor's services.

1.2 Criteria For Acceptable and Unacceptable Performance

Performance of the listed services to be inspected weekly is considered acceptable when Contractor has achieved at least (80%)eighty percent of the total points possible for routine landscape maintenance services performed. When the performance is unacceptable, the QAE shall complete a Contract Discrepancy Report (CDR). The CDR requires Contractor to explain in writing why performance was unacceptable, how performance shall be returned to an acceptable level, and how recurrence of the problem shall be prevented. Unacceptable service performance may result in Unsatisfactory Performance Deduction(s) as described in Section 1.4 below. The Facility Designee shall evaluate Contractor's explanation

on the CDR, and if the Facility Designee determines, in his sole discretion, that the particular defective performance for the particular service was caused by accident, strike, or similar occurrence beyond the control and without the fault or negligence of Contractor, then the Facility Designee may decline to assess the Unsatisfactory Performance Deduction.

1.3 Remedy of Defects

Notwithstanding a finding of unsatisfactory service performance and imposition of Unsatisfactory Performance Deduction, Contractor must, as soon as possible, remedy any and all defects in the provision of services, and, as deemed possible or feasible by the Facility Designee, perform such services again at an acceptable level.

1.4 Unsatisfactory Performance Deductions

A point system shall be used to determine the amount of Unsatisfactory Performance deductions to be assessed when performance is less than the Acceptable Quality Level. The primary method shall be used for determining the monthly level of service provided will be regular inspections utilizing a County Monitoring Checklist. Unsatisfactory performance shall be based upon the overall level of service provided each calendar month. The Acceptable Quality Level for each month shall be eighty (80%) percent of the maximum number of points available according to the Monitoring Checklist, and shall be determined by taking the average of

Contractor's weekly scores (i.e., adding the weekly Monitoring Checklist scores and dividing the total by the number of Monitoring Checklists for that month). When performance is less than acceptable level described in Section 2.1, Contractor shall be assessed Fifty Dollars ($50) for unsatisfactory performance. When deficiencies occur, a follow-up inspection will be made at the end of one week. If, upon the follow-up inspection, an overall eighty percent is not achieved, an additional deduction of Fifty Dollars ($50) shall be assessed. This follow-up inspection and Fifty Dollar ($50) deduction process shall occur weekly until the deficiencies are corrected as described above. In no case, however, shall the unsatisfactory performance deduction for any individual required service listed in the PRS chart to this exhibit exceed the percentage indicated in the PRS chart.

ROUTINE LANDSCAPE INSPECTION CHECKLIST (SAMPLE)
LANDSCAPE MAINTENANCE SERVICES AGREEMENT #_____

Facility: H. CLAUDE HUDSON COMPREHENSIVE HEALTH CENTER

**INSPECTION DATE:** **January 9, 200x**
**AREAS INSPECTED:** **Southwest parking lot, northeast lawn, northwest garden**

**Instructions:** Columns A and B list certain required Agreement Services and the service standards to measure performance. Column C contains the maximum number of points that can be earned for each service standard.

County's monitor shall inspect County's landscape areas to be maintained under the Agreement. Enter in Column D the number of points earned that best reflects the quality of completed work for each respective standard.

The maximum number of points that can be earned for all standards is 35; Contractor must earn at least the Acceptable Quality Level(AQL) of 28 points to be in compliance (AQL = 35 X 80% = 28).

The facility may assess Contractor an Unsatisfactory Performance Deduction, for each point below the AQL.

| A. | B. | C. | D. | E. |
|---|---|---|---|---|
| REQUIRED SERVICE | SERVICE STANDARD (SS) | MAX. PTS | POINTS EARNED | PT. CRITERIA |
| **Mowing** | 1. Evenly mowed without scalping; | 3 | 3 | ss 1 met |
| | 2. All grass clippings collected and removed on same day; and | 1 | 0 | ss 2 met |
| | 3. Walkway cleaned after mowing. | 1 | 1 | ss 3 met |
| | Total | 5 | 4 | |
| **Edging** | 1. Turf edges uniformly edged; | 2 | 2 | ss 1 met |
| | 2. Flower beds and ground cover areas are free of grass invasions; | 1 | 0 | ss 2 met |
| | 3. Turf around sprinklers, valve boxes, meter boxes trimmed; and | 1 | 0 | ss 3 met |
| | 4. Grass growth limited to 18 Inches from trunks of trees and shrubs. | 1 | 0 | ss 4 met |
| | Total | 5 | 2 | |

| A. | B. | C. | D. | E. |
|---|---|---|---|---|
| REQUIRED SERVICE | SERVICE STANDARD (SS) | MAX. PTS | POINTS EARNED | PT. CRITERIA |
| **Litter Control** | 1. Litter free landscaped areas. | 5 | 4 | ss 1 met |
| | Total | 5 | 4 | |
| **Weed Control** | 1. Walkways and driveways free from weeds; | 2 | 2 | ss 1 met |
| | 2. Parking lots free from weeds; and | 1 | 0 | ss 2 met |
| | 3. Planters/flower beds free from weeds. | 2 | 0 | ss 3 met |
| | Total | 5 | 2 | |
| **Raking** | 1. Turf raked of accumulated leaves; | 3 | 3 | ss 1 met |
| | 2. Planters/flower beds raked of accumulated leaves; and | 1 | 0 | ss 2 met |
| | 3. Raked leaves removed. | 1 | 1 | ss 3 met |
| | Total | 5 | 4 | |
| **Pruning/ Trimming** | 1. Seven foot vertical clearance of all branches overhanging walks; | 1 | 1 | ss 1 met |
| | 2. 14 foot vertical clearance for branches overhanging beyond roadway curbs; | 1 | 1 | ss 2 met |
| | 3. Trimming wounds inch and over painted after trimming; | 1 | 1 | ss 3 met |
| | 4. Clippings from pruned/trimmed trees/ shrubs are removed when work is completed; | 1 | 1 | ss 4 met |
| | 5. Dead, diseased, and unsightly branches, vines, plants or other growth removed. | 1 | 0 | ss 5 met |
| | Total | 5 | 4 | |

| A. | B. | C. | D. | E. |
|---|---|---|---|---|
| **REQUIRED SERVICE** | **SERVICE STANDARD (SS)** | **MAX. PTS** | **POINTS EARNED** | **PT. CRITERIA** |
| **Irrigation/ Operation and Maintenance** | 1. All landscaped areas properly watered - no dry areas; | 2 | 2 | ss 1 met |
| | 2. Irrigation system operational; and | 2 | 1 | ss 2 met |
| | 3. No excessive water runoff. | 1 | 1 | ss 3 met |
| | Total | 5 | 4 | |

## MONITORING CHECKLIST (SAMPLE)

## LANDSCAPE MAINTENANCE SERVICES AGREEMENT #_____

## Facility: H. CLAUDE HUDSON COMPREHENSIVE HEALTH CENTER

**Inspection Date: January 9, 20xx**

**Instructions:** Complete lines 1, 3, and 5 by following the formula outlined in the table below to determine if Contractor's performance is below the AQL and subject to Unsatisfactory performance Deductions.

| | | |
|---|---|---|
| 1 | Total Points Earned | 26 |
| 2 | Less: AQL Points | (28) |
| 3 | Points Subject To Unsatisfactory Performance Deduction (Line 1 minus Line 2) | 2 |
| 4 | Unsatisfactory Performance Deduction For Each Point Below The AQL | $50.00 |
| 5 | Total Dollar Unsatisfactory Performance Deduction Fees (Line 3 Times Line 4) | $100.00 |

**Note:** If calculation of Line 1 minus Line 2 results in a positive number, enter "zero" in Line 3, otherwise enter the negative number.

**Prepared By:**_____ **Date Prepared:**_____

PERFORMANCE REQUIREMENTS SUMMARY
ROUTINE LANDSCAPE MAINTENANCE SERVICES

| REQUIRED SERVICE | SERVICE INDICATOR | SERVICE STANDARDS | ACCEPTABLE QUALITY LEVEL (AQL) | COUNTY METHOD OF MONITORING | UNSATISFACTORY PERFORMANCE DEDUCTION FROM BASIC MONTHLY CHARGE FOR NOT REACHING THE AQL |
|---|---|---|---|---|---|
| 1. Mowing | Evenly mowed | See Exhibit A (Performance Work Statement) and Exhibit F (Specifications) | * | Periodic 100 percent inspection by use of a Monitoring Checklist; Consumer Complaints | ** |
| 2. Edging | Landscaped areas edged | Same as above | * | Same as above | ** |
| 3. Litter Control | Litter free landscaped areas | Same as above | * | Same as above | ** |
| 4. Weed Control | Weeds eliminated from cultivated and non-cultivated areas | Same as above | * | Same as above | ** |
| 5. Raking | Absence of leaves and debris from landscaped areas. | Same as above | * | Same as above | ** |
| 6. Pruning/ Trimming | Hedges trimmed, trees pruned to appropriate shape and height | Same as above | * | Same as above | ** |
| 7. Irrigation/ Operation and Maintenance | Properly working irrigation system, no excessive runoff; no dry areas | Same as above | * | Same as above | ** |

a. The Acceptable Quality Level of service for each calendar month shall be 80% of the maximum points available per calendar month according to the Monitoring Checklist.

** Contractor may be assessed Fifty Dollars ($50) for unsatisfactory performance for each point per calendar month below the Acceptable Quality Level.

# SPECIFICATIONS STATEMENT OF WORK

## H. CLAUDE HUDSON COMPREHENSIVE HEALTH CENTER

1.0 ROUTINE LANDSCAPE MAINTENANCE SERVICES

1.1 MOWING:

1.1 Contractor shall perform mowing operations in a professional manner that ensures a smooth surface appearance without scalping.

1.1.2 Contractor shall set mowing heights to be not less than three-fourths (3/4) inch for all turf areas. Mowing height may be set as high as one and one-half (1 1/2) inches with one (1) inch being considered normal. Mowing heights may vary for special events and conditions as determined by the Contract Coordinator. Mower adjustments shall be made and measured on a flat paved surface. Mowing heights may vary for special events and conditions.

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

1.1.4 Walkways shall be cleaned immediately following each mowing.

1.2 EDGING:

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

1.2.2 When designed edges exist in flower beds, these edges shall be kept clean, sharp, well defined and free of weeds and grass invasion.

1.2.3 All turf edges including, but not limited to, sidewalks, flush paved areas such as patios, drives, curbs, etc., shrub beds, flower beds, groundcover beds and around the base of trees shall be edged to a neat and uniform line at all times.

1.2.4 The edge of turf shall be maintained in a trimmed or limited condition around all sprinklers (to provide maximum water coverage), valve boxes, meter boxes, backflow devices and other obstacles.

1.2.5 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.

1.2.6 Mechanical Edging: 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. All walkways shall be cleaned immediately following each mechanical edging.

1.2.7 Chemical Edging:

1.2.7.1 Chemical application may be used in and around areas such as planters, areas adjacent to buildings, trees, fence lines, sprinkler heads, etc. Prior to application of chemicals,

all areas shall be trimmed to proper mowing height. Chemicals shall be applied in a manner to limit drift to six (6) inches. Precautionary measures shall be employed since all areas will be open for public access during application.

1.2.7.2 Linear chemical edging of turf boundaries may be performed in a manner that ensures a defined turf edge and limits its encroachment into beds or across boundaries where it is impractical to edge mechanically. A twelve (12) inch barrier width shall be considered normal.

1.2.7.3 Chemical detailing of sprinkler heads, valve boxes, meter boxes, and similar small obstacles in turf areas may be performed in a manner that ensures operability, ease of location or a clean appearance. A clearance of no less than six (6)inches or more than seven (7) inches shall be maintained.

1.3 LITTER CONTROL:

1.3.1 Litter control includes the removal of all paper, glass, trash, undesirable materials, siltation and other accumulated debris within the landscaped areas to be maintained including, but not limited to, walkways, between and around planted areas, parking lots, steps, planters, drains and catch basins. Litter control shall be performed daily as follows:

| FACILITY:<br>**H. C. Hudson CHC** | 1st Time | 2nd Time |
|---|---|---|
| Monday - Saturday | 9:00 a.m. | 2:00 p.m. |

1.3.2 Contractor shall be required to remove all trash, clippings, and any other debris which results from its maintenance services and such material shall be hauled to a disposal site approved by the Facility Designee.

1.4 WEED CONTROL:

1.4.1 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.

1.4.2 Methods for removal of weeds can incorporate one (1) or all three (3) of the following:

- Hand Removal
- Cultivation
- Chemical Eradication

1.4.3 All grasslike weeds, morning glory or vineweed types, ragweed or other underground spreading weeds shall be kept under strict control.

1.4.4 All weeds and grass shall be eliminated from walkways, curbs and gutter expansion joints, driveways, parking lots, patios and drainage areas.

1.4.4.1 Flower Beds - 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.

1.4.5 Contractor shall apply herbicide per manufacturer's recommendation.

1.4.6 Weeds treated with a contact weed chemical shall be left in place for a minimum of seven (7) days. If kill is not complete, a second application shall be applied.

1.4.7 Weeds treated using a systemic chemical shall be left in place per manufacturer's recommendation. If kill is not complete by the time specified in the manufacturer's recommendation, a second application shall be applied.

1.4.8 After complete kill all dead weeds shall be removed from area.

1.5 RAKING :

Contractor shall remove accumulation of leaves from all landscaped areas including but not limited to beds, parking lots, walkways, planters, and turf areas under trees and removed from the area.

1.6 PRUNING/TRIMMING:

1.6.1 Clearance: All trees shall be pruned 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.

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

1.6.3 Trim designated hedges to maintain formal hedges and topiary work.

1.6.4 Remove all clippings the same day that plant materials are pruned or trimmed.

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

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

1.6.6.1 Groundcover: Contractor shall remove all dead, diseased and unsightly branches, vines or other growth. All groundcover areas shall be pruned to maintain a neat edge along planter box walls. Any runners that start to climb buildings, shrubs or trees shall be pruned out of these areas.

1.6.6.2 Flower Beds: Contractor shall promptly remove and dispose of any and all diseased plants from all beds. Broken, damaged or unsightly flowers or plant parts are to be removed promptly. With such display type blooms as floribunda roses, dahlias, etc., spent blooms are to be removed regularly when they become unsightly.

1.7 IRRIGATION/OPERATION AND MAINTENANCE:

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

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

1.7.2.1 Adjusting and setting of the automatic controller to establish frequency and length of watering period.

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

1.7.2.3 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.

1.7.2.4 Watering shall be regulated to avoid interference with any use of the facility's, roadways, paving or walks.

1.7.2.5 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.

1.7.2.6 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.

1.7.2.7 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.

1.7.2.8 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.

1.7.2.9 Contractor shall be responsible for operation of automatic controllers, valves, and sprinkler heads in

managing the overall irrigation water delivery system of the area. All irrigation systems shall be regularly inspected and tested in accordance with the specifications specified herein.

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

1.7.2.11 Contractor is responsible, each year for performing the following tasks:

a. Setting, scheduling and monitoring all irrigation controllers.
b. Inspecting and reporting of irrigation system status.
c. Adjusting and cleaning of sprinkler heads.
d. Repairing or replacing of sprinkler heads having a one-half (1/2) inch inlet.
e. Locating and documenting malfunctioning and/or inoperable sprinkler heads having a tree-

fourth (3/4) inch or larger inlet. Removing such heads, and replacing same with heads as provided by, and as instructed by, the Facility Designee.

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

g. Providing replacements of all risers and swing joints ue to normal wear, vandalism and third party negligence.

h. Providing 1" x 1" x 1/4" inch angle iron, thirty (30) inches in length for supporting risers on slopes and in beds.

i. Providing 1/2" worm drive bands for securing risers to stakes.

j. Flushing irrigation pipelines.

k. Replacement of valve box covers due to normal wear, vandalism and third party negligence.

l. Contractor shall confer with the Facility Designee regarding the need for replacement or relocation of inoperable sprinkler heads. County may require Contractor, at no additional cost, to relocate the inoperable sprinkler head(s) to those areas within the facility identified by the Facility Designee.

1.7.2.12 County is responsible for the repair and/or replacement of the following items of the irrigation system: quick couplers, automatic valves, gates valves, valves, pumps, automatic controllers and backflow devices. Contractor shall notify Facility Designee, of any damaged or inoperable components identified above, indicating the problem, size and type of problem irrigation equipment.

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

1.7.2.14 Contractor may be required to replace or repair leaking irrigation mains, lateral irrigation lines, gate valves, valves, pumps, automatic controller and backflow devices. Such work shall be considered Other Work and shall be compensated as provided in Exhibit A (Performance Work Statement For Landscape Maintenance Services), Paragraph 3.0 (Billing and Payment), Subparagraph 3.3, (Other Work).

1.8 IRRIGATION SYSTEM OPERABILITY AND TESTING (Irrigation/ Operation and Maintenance):

1.8.1 In order to insure 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 and report any damage or incorrect operation to the Facility Designee.

1.8.2 During the testing Contractor shall:

1.8.2.1 Adjust all sprinkler heads for correct coverage, to prevent excessive runoff and/or erosion and to prevent watering of roadways, sidewalks, hard surface areas and private property.

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

1.8.2.3 Replace or repair inoperable irrigation equipment.

1.8.2.4 All system malfunctions, damage and obstructions shall be recorded, reported to the Facility Designee and corrective action taken.

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

1.8.2.6 Repair or replace malfunctioning sprinkler heads within (1) one watering cycle.

1.8.2.7 Correct malfunctioning irrigation systems and equipment within two (2) hours of identification or following verbal notification.

1.8.2.8 Control the irrigation system during inclement weather conditions and limit the use of water concurrent with the

weather situation to the satisfaction of the Facility Designee.

1.8.2.9 Flushing of the irrigation lines of grit and gravel shall be done by removing the last head on each lateral and operating the system until those materials are expelled.

1.9 USE OF CHEMICALS:

1.9.1 All work involving the use of chemicals shall be in compliance with all Federal, State and local laws and will be accomplished by or under the direction of a State of California Licensed Pest Control Operator.

1.9.2 Contractor shall submit listing of proposed fertilizer/micro nutrients and chemicals to include commercial name, application rates and type of usage to the Facility Designee for approval at the commencement of the contract. No work shall begin until written approval of use is obtained from the Facility Designee.

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

1.9.4 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.

1.9.5 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 Designee five (5) days prior to intended chemical usage.

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

1.9.7 Contractor shall give Facility Designee twenty-four (24) hour notification of use of chemicals for landscape areas.

1.10 INTERIOR PLANTS:

Contractor shall provide and maintain interior plants specified by Facility Designee. This includes, but is not limited to, watering, maintaining aesthetic quality, and replacement of plants, as needed or requested by Facility Designee. Contractor shall provide all materials approved by Facility Designee required to accommodate interior plants, including but not limited to, pots an protective screens.

2.0 SPECIFICATIONS FOR SEASONAL/PERIODIC LANDSCAPE MAINTENANCE SERVICES

2.1 VERTICAL MOWING:

2.1.1 Contractor shall vertical mow to remove thatch in turf areas, to encourage healthy growth and to maintain acceptable appearance.

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

2.1.3 Sweep or rake dislodged thatch from turf areas and remove from the facility.

2.2 FERTILIZATION (Per Application):

2.2.1 Application of the fertilizer shall be done in sections, determined by the areas covered by each irrigation system. All areas fertilized shall be thoroughly soaked immediately after fertilization.

2.2.2 Trees - Contractor shall apply fertilizer within the dripline to provide healthy color. Fertilizer should be inorganic and granular in form with trace elements.

2.2.3 Shrubs/Groundcover - Contractor shall apply fertilizer to provide a healthy color in all shrubs. Foliar feeding may be used if applicable. Fertilizer should be inorganic and granular in form with trace elements.

2.2.4 Turf - All turf area shall receive not less than one (1) pound of actual available nitrogen in a balanced fertilizer form for each one thousand (1,000) square feet of turf area. All fertilizer shall be inorganic and granular.

2.3 SHRUB/TREE CARE/PRUNING:

Contractor shall be responsible for the care and pruning of all trees that currently exist or will exist at the facility. If Contractor recommends that a particular tree does not require pruning during a contract year, then

Facility Designee may take that recommendation into consideration. However, if Facility Designee does not agree with Contractor's recommendation, then Contractor shall prune the tree.

Contractor shall prune trees with the intent of developing structurally sound trees, symmetrical in appearance with the proper vertical and horizontal clearance as follows:

2.3.1 All trees shall be trimmed, shaped and thinned. Under no circumstances shall hedge shears be used as a means of pruning trees.

2.3.2 All dead and damaged branches and limbs shall be removed at the point of breaking.

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

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

2.3.5. All trees shall be pruned and maintained at clearance levels described in Section 1.0 (Routine Landscape Maintenance Services), Paragraph 1.6 (Pruning/Trimming), Subparagraph 1.6.1 (Clearance) of this Exhibit.

2.3.6 Pruning Procedures:

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

2.3.6.2 All limbs 1 1/2" or greater in diameter shall be undercut to prevent splitting.

2.3.6.3 All limbs shall be lowered to the ground using a method which prevents damage to the remaining limbs.

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

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

2.3.6.6 Climbing spurs shall not be used.

2.3.7 Pruning Criteria:

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

2.3.7.2 All trees shall be pruned for vertical and horizontal clearance.

2.3.7.3 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 to twenty (24) four inch spacing.

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

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

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

2.3.7.7 No stubs will be permitted.

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

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

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

2.3.7.11 All trees which are downed by either natural or unnatural causes, shall be removed and hole backfilled to grade.

2.3.8 Scheduled Pruning:

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

2.3.8.2 All recommended pruning shall be scheduled and performed to all trees on the Facility.

2.3.8.3 Pruning schedules shall not exceed two (2) weeks. Extended periods may be allowed at the discretion of the Facility Designee.

2.3.8.4 Rescheduling is at the discretion of the Facility Designee. Facility Designee shall notify Contractor at least five (5) working days prior to reschedule pruning.

2.3.8.5 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.

2.3.8.6 Parking lots and stalls shall not be blocked without prior arrangements with the Facility Designee.

2.3.9 Staking and Tying:

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

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

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

2.3.9.4 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.

2.3.10 Criteria For Staking and Tying:

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

2.3.10.2 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).

2.3.10.3 Stakes will be placed eight (8) inches from the trunk of the tree.

2.3.10.4 Stakes and ties will be placed so no chafing of bark occurs.

2.3.10.5 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.

2.4 CULTIVATION:

Contractor shall cultivate beds and planter areas once every two (2) weeks or as needed 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.

2.5 RODENT CONTROL:

Contractor shall maintain all areas free of rodents including but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, groundcover, trees and irrigation systems.

2.6 TURF RESEEDING:

2.6.1 Contractor shall provide labor and materials for over seeding once a year. Over seeding must commence no later than October 1 and be completed within three (3) weeks of commencement. Seeds used for over seeding shall be perennial rye or perennial fescue. The topping shall be nitrogen added to redwood sawdust. Personnel used for over seeding shall not be part of the Routine Landscape Maintenance Services crew.

2.6.2 Contractor shall over seed all damaged, vandalized or bare areas to re-establish turf to an acceptable quality compatible to that of existing turf.

2.6.3 Areas to be over seeded will be seeded at the rate of application recommended to maintain a good appearance.

2.7 RENOVATION-TURF:

2.7.1 Contractor shall renovate turf to the soil line and remove all excessive thatch.

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

2.7.3 Areas to be over seeded will be seeded utilizing blends or mixtures at the rate application as required to maintain a good appearance.

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

2.8 DISEASE/INSECT CONTROL:

2.8.1 Contractor shall 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.

2.8.2 The Facility Designee shall be notified immediately of any disease, insects or unusual conditions that may develop.

2.8.3 A disease control program to prevent all common disease from causing serious damage shall be provided on an as needed basis. Disease control shall be achieved utilizing materials and rates recommended by a licensed California Pest Control Advisor.

2.8.4 An insect control program to prevent all common insects from causing serious damage shall be provided on an as needed basis. Insect control shall be achieved utilizing materials and

rates recommended by a licensed California Pest Control Advisor.

2.9 AERIFICATION:

Contractor shall aerate all turf by using a device that removes cores to a depth of two (2) inches at not more than six (6) inches on center.

2.10 GENERAL

2.10.1 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. Plans 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 Designee.

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

2.10.3 Quality: Plants shall be sound, healthy, vigorous, free from plant disease, insect pests 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.

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

2.10.5 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. They must be sturdy enough to stand safely without staking.

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

2.10.7 All trees permanently damaged by any means will be replaced with the identical species of tree existing previously, unless otherwise notified in writing by the Facility Designee. Size of the replacement shall be of like size not to exceed twenty-four (24) inch box specimen container size. The need for and the size of replacement will be determined by the Facility Designee.

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

EXHIBIT G

## CONTRACTOR LINE ITEM BUDGET

## ROUTINE/SEASONAL AND PERIODIC LANDSCAPE MAINTENANCE SERVICES

**FACILITY: H. Claude Hudson Comprehensive Health Center**

| I. ROUTINE LANDSCAPE MAINTENANCE COST | |
|---|---|
| **DIRECT COSTS** | **BUDGET COSTS** |
| - Labor (Management/Staffing) | |
| Salaries and Wages | $9,200 |
| Employee Benefits (1) | $200 |
| Health Insurance (1) | $200 |
| **Subtotal Labor** | $9,600 |
| - Services and Supplies (S&S) | |
| Supplies | $600 |
| Materials (Consumables) | $200 |
| Other S&S (specify) | $0 |
| **Subtotal Services and Supplies** | $800 |
| - Equipment (2) | $0 |
| New | $300 |
| Lease | $0 |
| Installation (if any) | $0 |
| Other (specify) | $0 |
| **Subtotal Equipment** | $300 |
| - Other Direct Costs (3) | |
| Utilities | $300 |
| Maintenance | $300 |
| Alterations and Repairs (if any) | $0 |
| Other (specify) | $0 |

## CONTRACTOR LINE ITEM BUDGET

## ROUTINE/SEASONAL AND PERIODIC LANDSCAPE MAINTENANCE SERVICES

FACILITY: H. Claude Hudson Comprehensive Health Center

| | |
|---|---|
| **Subtotal Other Direct Costs** | $600 |
| - Start Up Costs (3) | $0 |
| **Total Direct Costs** | $11,300 |
| **I. ROUTINE LANDSCAPE MAINTENANCE COST (CONTINUED)** | |
| **INDIRECT COSTS (2)** | |
| - General and Administrative (Overhead) | $3,600 |
| - Management Support Costs, if applicable | $0 |
| - Gross Profit/Fee | $1,948 |
| - Other (specify) | $0 |
| **Total Indirect Costs** | $5,548 |
| **GRAND TOTAL DIRECT AND INDIRECT COST** | $16,848 |
| Annual Fixed Reimbursement Amount (AFRA) | $16,848 |
| Basic Monthly Charge (AFRA divided by 12) | $1,404 |
| **II. TOTAL MAXIMUM SEASONAL/PERIODIC LANDSCAPE MAINTENANCE SERVICES COST** | $6,900 |
| **III. TOTAL MAXIMUM CONTRACT COST PER YEAR** | $23,748 |

(1) Attach a separate sheet listing the employee benefits paid by contractor the percentage contributed (or rate) and the employees eligible to receive offered benefits.

(2) The costs of any equipment to be acquired by Contractor by purchase or lease shall be depreciated fully on a straight line basis over the period from the date of acquisition by Contractor to and including the expiration date any resultant contract. Only the first contract year costs, i.e., 12 months of depreciation (equipment) should be shown on the Line Item Budget.

(3) List each cost item on a separate line. If there is not enough space on this sheet, attach a separate page for the remaining line items.

(4) County reserves the option to provide Seasonal/Periodic Landscape Maintenance services under this contract from another vendor.

SEASONAL/PERIODIC LANDSCAPE MAINTENANCE SERVICES
AND OTHER WORK

**Contract Period: July 1, 2003 - June 30, 2008**

**FACILITY**: H. Claude Hudson Comprehensive Health Center

**I. SEASONAL/PERIODIC LANDSCAPE MAINTENANCE SERVICES**

| TASKS | Frequency | Staff Hours Per Frequency | Cost Per Frequency | Maximum Total Cost (12 Month Period) |
|---|---|---|---|---|
| Cultivation | 12 | 5 | $100 | $1200 |
| Renovation - Turf | 1 | 6 | $300 | $300 |
| Turf - Reseeding | 1 | 3 | $200 | $200 |
| Shrub/Tree Care/Pruning | 1 | 70 | $2000 | $2000 |
| Aerification | 3 | 3 | $200 | $600 |
| Vertical Mowing | 1 | 3 | $200 | $200 |
| Fertilization | 4 | 3 | $200 | $800 |
| Disease/Insect Control | 4 | 2 | $100 | $400 |
| Rodent Control | 12 | 2 | $100 | $1200 |
| | | | | $6,900 |

**II. OTHER WORK**

| CLASSIFICATION | HOURLY RATE (INCLUDES PROFIT AND OVERHEAD) |
|---|---|
| Pest Control Operator | $55 |
| Irrigation Specialist | $45 |
| Landscape Maintenance Laborer | $25 |

EXHIBIT I

# LIVING WAGE PROGRAM ORDINANCE

## Title 2 ADMINISTRATION

Chapter 2.201 LIVING WAGE PROGRAM

2.201.010 Findings

2.201.020 Definitions

2.201.030 Prospective effect

2.201.040 Payment of living wage

2.201.050 Other provisions

2.201.060 Employer retaliation prohibited

2.201.070 Employee retention rights

2.201.080 Enforcement and remedies

2.201.090 Exceptions

2.201.100 Severability

2.201.010 Findings.

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

    a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of 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 contract and/or one or more cafeteria services contract; 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 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. (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 County of no less than the hourly rates set under this chapter. The rates shall be $8.32 per hour with health benefits, or $9.46 per hour without health benefits.

B. To qualify for the living wage rate with health benefits, an employer shall pay at least $1.14 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 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 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 subsection A and B of this section, above for future contracts. (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 County the necessity to use non-full time employees based on staffing efficiency or 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 provision 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 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 County Chief Administrative Officer, or to County Auditor Controller, or to 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 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 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 employers 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. 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, not to exceed three years. (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 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 revenue 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 revenue 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 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

# COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM

## APPLICATION FOR EXEMPTION AND CERTIFICATION FORM

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exemption from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is exempt from the Program.

| | | | |
|---|---|---|---|
| Company Name: | TruGreen LandCare | | |
| Company Address: | 1323 W. 130TH Street | | |
| City: | Gardena | State: CA | Zip Code: 90247 |
| Telephone Number: | | ( 310 ) 354 1520 | |
| Solicitation For ( Type of Goods or Services): | Landscape Maintenance Services | | |

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

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

☐ My Business does not meet the definition of "contractor", as defined in the Program as it has not received an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exemption is not available if the contract/purchase order itself will exceed $50,000). I understand that the exemption will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of $50,000 in any 12-month period.

☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are $500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

**"Dominant in its field of operation"** means having mor than ten employees, including full-time and part-time employees, and annual gross revenues int eh preceding twelve months, which, if added to the annual amount of the contract awarded, exceed $500,000.

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

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

**OR**

**Part II: Certification of Compliance**

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

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

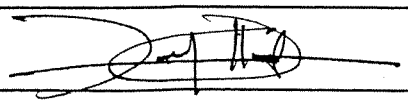
| | |
|---|---|
| Print Name: FRED DODGE | Title: SALES MANAGER |
| Signature:  | Date: 5/14/03 |

EXHIBIT K

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 administrative 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 administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

**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.

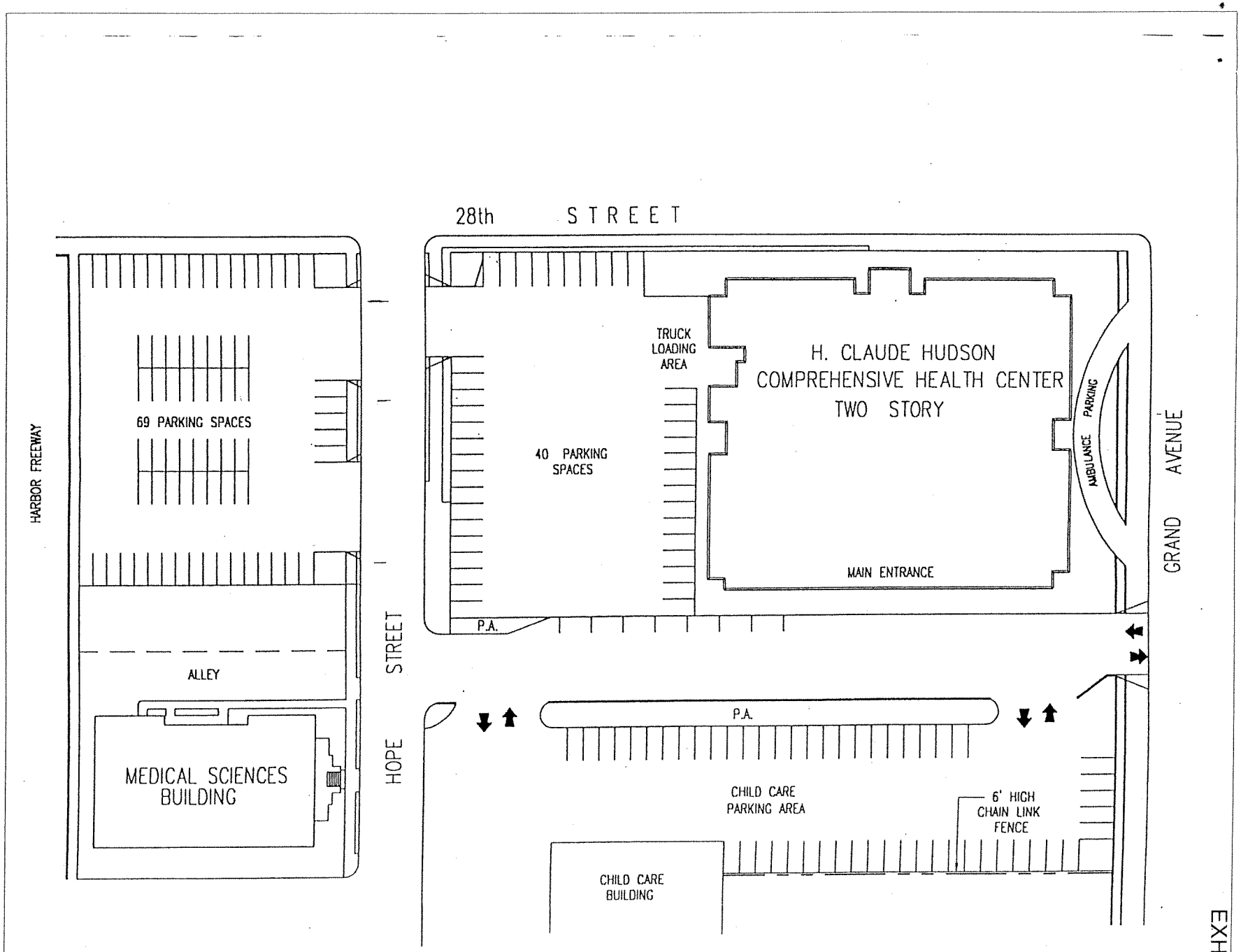

28th STREET
HARBOR FREEWAY
69 PARKING SPACES
ALLEY
MEDICAL SCIENCES BUILDING
HOPE STREET
TRUCK LOADING AREA
40 PARKING SPACES
H. CLAUDE HUDSON COMPREHENSIVE HEALTH CENTER TWO STORY
AMBULANCE PARKING
MAIN ENTRANCE
GRAND AVENUE
P.A.
P.A.
CHILD CARE PARKING AREA
6' HIGH CHAIN LINK FENCE
CHILD CARE BUILDING

EXHIBIT L

*Certainly we would prefer that women seek help while they are pregnant, not after giving birth, to receive proper medical care and counseling. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in a hospital emergency room.*

**The California Safely Surrendered Baby Law:**

Allows a distressed birth parent(s) to legally, confidentially, and safely surrender their baby

Provides a safe place for babies

Protects the parent(s) from arrest or prosecution for abandonment as long as the baby has not been abused or neglected

Does not require that names be given when the baby is surrendered

Permits parents to bring a baby within 3 days of birth to any hospital emergency room in California

**In California, no one ever has to abandon a child again.**

**State of California**
Gray Davis, Governor
**Health and Human Services Agency**
Grantland Johnson, Secretary
**Department of Social Services**
Rita Saenz, Director

TUE 400 (8/02)

# no shame.
# no blame.
# no names.

## now there's a way to safely surrender your baby

### What is the Safely Surrendered Baby Law?

It's a new law. Under this law, a person may surrender their baby confidentially. As long as the baby has not been abused or neglected, the person may do so without fear of arrest or prosecution.

### How does it work?

A distressed parent who is unable or unwilling to care for an infant can legally, confidentially and safely surrender their baby within 3 days of birth. All that is required is that the baby be brought to a hospital emergency room in California. If there are additional places, they will be listed on the back of this brochure. As long as the child shows no signs of abuse or neglect, no name or other information is required. A bracelet will be placed on the baby for identification. A matching bracelet will be given to the parent. The bracelet will help connect the parent to the baby if the parent wants the baby back.

### Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows another person to bring in the baby if they have legal custody.

### Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week.

### Does a parent have to tell anything to the people taking the baby?

No. Nothing is required. However, hospital personnel will give the parent a medical information questionnaire that is designed to gather family medical history. This could be very useful in caring for the child but it is up to the parent to complete it.

### What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a foster or pre-adoptive home.

### What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

### What if a parent wants the baby back?

The parent(s) may take the bracelet back to the hospital. Hospital personnel will provide information about the baby.

### Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being hurt or killed because they were abandoned.

You may have heard tragic stories of babies left in dumpsters or public toilets. The persons who committed these acts 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 nowhere to turn for help, they abandoned their infants.

Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

### The Eighteenth Safely Surrendered Baby in California

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law.

This baby was the eighteenth child protected under California's Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed in a foster home for short-term care while the adoption process was started.

---

Every baby deserves a chance for a healthy life. If you or someone you know is considering giving up a child, learn about your options.

---

# Los Angeles County Safely Surrendered Baby Hotline

# (877)BABY SAFE

## Toll Free (877) 222-9723

- Call for Information on How to Safely Surrender a Newborn Infant Under the Safely Surrendered Baby Law
- Referrals Provided to Designated Safe Haven Sites
- Referrals Provided to Other Support Services

- Guaranteed Confidentiality
- 7 Days a Week
- 24 Hours a Day
- English and Spanish and 140 Other Languages Spoken

INFO LINE OF LOS ANGELES

INFO LINE of Los Angeles has been in business since 1981.
INFO LINE of Los Angeles is an AIRS accredited agency.

Calls from the media should be directed to Thelma Bell or Michele Yoder at (626) 350-1841.

EXHIBIT II

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

**TRUGREEN LANDCARE**

FOR

LANDSCAPE MAINTENANCE SERVICES

AT

**HUBERT H. HUMPHREY COMPREHENSIVE HEALTH CENTER**

AGRECD1781.pem
5/28/03

TABLE OF CONTENTS


| | | Page |
|---|---|---|
| | RECITALS | 1 |
| 1.0 | Term | 2 |
| 2.0 | Description of Services | 4 |
| 3.0 | Billing and Payment | 4 |
| 4.0 | Administration | 5 |
| 5.0 | Contractor's Willingness to Consider County's Employees for Employment | 5 |
| 6.0 | Prevailing Wages For Covered Crafts | 6 |
| 7.0 | Gratuities | 8 |
| 8.0 | Waiver | 8 |
| 9.0 | Notice of Delays | 9 |
| 10.0 | Rules and Regulations | 9 |
| 11.0 | Nondiscrimination and Affirmative Action in Employment | 9 |
| 12.0 | Records and Audits | 11 |
| 13.0 | Reports | 13 |
| 14.0 | Prohibition Against Assignments & Delegation | 13 |
| 15.0 | Licenses, Permits, Registrations and Certificates | 14 |
| 16.0 | County Lobbyists | 15 |
| 17.0 | Conflict of Interest | 15 |
| 18.0 | Entire Agreement | 16 |
| 19.0 | Alteration of Terms | 17 |
| 20.0 | Form of Business Organization | 17 |

Table of Contents (Cont')


21.0 Independent Contractor Status . . . . . 18

22.0 Indemnification and Insurance . . . . . 19

23.0 Covenant Against Contingent Fees . . . . . 25

24.0 Authorization Warranty . . . . . 26

25.0 Damage to County Facilities, Buildings, or Grounds . . . . . 26

26.0 County's Obligation For Future Fiscal Years . . . . . 27

27.0 Compliance With Applicable Law . . . . . 27

28.0 Interpretation of Agreement, Specifications and Disputes . . . . . 27

29.0 Termination For Insolvency . . . . . 28

30.0 Termination For Default . . . . . 29

31.0 Termination For Convenience . . . . . 34

32.0 County Audit Settlements . . . . . 34

33.0 Federal Access To Records . . . . . 35

34.0 Subcontracting . . . . . 35

35.0 Fair Labor Standards Act . . . . . 37

36.0 Employment Eligibility Verification . . . . . 38

37.0 Severability . . . . . 38

38.0 Authorization Warranty . . . . . 39

39.0 Restrictions on Lobbying . . . . . 39

40.0 Contractor Performance During Civil Unrest and Disaster . . . . . 39

41.0 Staff Performance While Under the Influence . . . . . 40

42.0 Contingent Fees . . . . . 40

43.0 Resolution of Bids or Proposals . . . . . 40

44.0 Service Delivery Site - Maintenance Standards . . . . . 41

45.0 Consideration of GAIN Program Participants for Employment . . . . . 41

46.0 County's Quality Assurance Plan . . . . . 41

47.0 Contractor's Warranty of Adherence to County's Child Support Compliance Program . . . . . 42

48.0 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program . . . . . 44

49.0 Contractor's Acknowledgment of County's Commitment to Child Support Enforcement . . . . . 44

50.0 Termination for Improper Consideration . . . . . 44

51.0 Purchasing Recycled-Content Bond Paper . . . . . 45

52.0 Contractor's Exclusion from Participation in a Federally Funded Program . . . . . 46

53.0 Notices to Employees Regarding the Federal Earned Income Credit . . . . . 47

54.0 Compliance with Living Wage Program . . . . . 47

55.0 Compliance with Health Insurance Portability and Accountability Act of 1996 . . . . . 60

56.0 Compliance with Jury Service Program . . . . . 61

57.0 No Payment for Services Following Expiration/Termination of Agreement . . . 64

58.0 Equipment Replacement . . . . . 65

59.0 Safely Surrendered Baby Law . . . . . 65

60.0 Notices . . . . . 66

| | |
|---|---|
| Exhibit A | Performance Work Statement for Landscape Maintenance Services |
| Exhibit B | Public Works Payroll Reporting Form |
| Exhibit C | Employees Acknowledgment of Employer |
| Exhibit D-1 | Routine Landscape Maintenance Services Frequency Chart |
| Exhibit D-2 | Routine Landscape Maintenance Services Staffing Pattern for Contract term (Hours per Calendar Month) |
| Exhibit E | Performance Requirements Summary |
| Exhibit F | Specifications Statement of Work |
| Exhibit G | Contractor Line Item Budget Routine/ Seasonal and Periodic Landscape Maintenance Services |
| Exhibit H | Seasonal/Periodic Landscape Maintenance Services and Other Work |
| Exhibit I | Living Wage Ordinance |
| Exhibit J | Employee Jury Service Program Application for Exemption and Certification Form |
| Exhibit K | Contractor Employee Jury Service Ordinance |
| EXHIBIT L | Facility Map |
| EXHIBIT M | Safely Surrendered Baby Law |

Contract #_____

# LANDSCAPE MAINTENANCE SERVICES AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2003,

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

and TruGreen LandCare (hereafter "Contractor").

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"), the Hubert H. Humphrey Comprehensive Health Center located at 5850 South Main Street, Los Angeles, California (hereafter "CHC" or "Facility"); and

WHEREAS, pursuant to Section 44.7 of the Los Angeles County Charter as implemented by Los Angeles County Code Section 2.121.250 et seq., County is authorized to contract with private businesses to perform personal services when it is more economical to do so; 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, Contractor possesses the competence, expertise, and personnel required to provide such services; and

WHEREAS, in response to County's Request for Proposals for such services, Contractor has submitted its proposal to County and desires to provide such services; and

WHEREAS, this Agreement is authorized by California Government Code Sections 23004 and 26227 and California Health and Safety Code Section 1441.

NOW, THEREFORE, the parties hereto agree as follows:

1.0 TERM:

1.1 The term of this Agreement shall commence July 1, 2003 and shall continue in full force and effect through, June 30, 2004, and shall thereafter be automatically renewed for one-year periods to a maximum of four additional years without further action by the parties through June 30, 2008.

1.2 Notwithstanding any other provision of this Paragraph, the failure of Contractor or its officers, agents, or employees to comply with the terms of this Agreement or any written directions by or on behalf of County issued pursuant hereto shall constitute a material breach hereof and this Agreement may be terminated immediately by written notice to Contractor. County's failure to exercise this right of termination shall not constitute waiver of such right, which may be exercised at any subsequent time. Termination provisions for County are found in this Paragraph and in Paragraphs 7.0 (Gratuities), 11.0 (Nondiscrimination, Affirmative Action and Assurance of Compliance with Civil Rights), 12.0 (Records and

Audits), 16.0 (County Lobbyists), 22.0 (Indemnification and Insurance), 23.0 (Covenant Against Contingent Fees), 26.0 (County's Obligation for Future Fiscal Years), 29.0 (Termination for Insolvency), 30. 0(Termination for Default), 31.0 (Termination for Convenience), and, 40.0 (Contractor's Performance During Civil Unrest or Disaster), 46.0 (County's Quality Assurance Plan), 47.0 (Contractor's Warranty of Adherence to County's Child Compliance Program), 48.0 (Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program) and 50.0 (Termination for Improper Consideration) below. Unless otherwise specified, in the event that this Agreement is terminated as provided hereunder, the procedures to be followed by the parties with respect to the submittal of the termination claim and invoice, the negotiation of a final termination settlement, and the retention of records shall be the same as if the notice of termination had been issued by County terminating all services hereunder pursuant to Paragraph 31.0 (Termination for Convenience) below.

1.3 The term of this Agreement may be extended by Director beyond the stated expiration date on a month-to-month basis, for a period of time not to exceed six months, upon the mutual agreement of the parties. All provisions of this Agreement are effect on the date the term commences and shall remain in effect for the duration of

the extension. Compensation 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.

If Director and Contractor mutually fail to agree to extend this Agreement on a month-to-month basis as of the expiration date set fourth in Paragraph 1.1 above, then this Agreement shall expire on said date.

1.4 In the event of the expiration or prior termination of the term of this Agreement, Contractor shall fully cooperate with County to provide for the transition to whatever service replacement method County determines to be in its best interest.

2.0 DESCRIPTION OF SERVICES: Contractor shall provide landscape maintenance services to County at Hubert H. Humphrey Comprehensive Health Center in the manner and form as described in the body of this Agreement and in Exhibit A, attached hereto and incorporated herein by reference.

3.0 BILLING AND PAYMENT: For all services hereunder, Contractor shall bill County monthly, in arrears, in accordance with the fees set forth in Exhibit G, attached hereto, on billing forms approved by County. All billings shall include required certification and shall clearly reflect and provide reasonable detail of the services for which claim is made. County shall

pay Contractor within thirty (30) days following receipt of a complete and correct billing, as determined by County.

4.0 ADMINISTRATION: Director of DHS, or his duly authorized designee (hereafter collectively referred to as "Director"), shall have the authority to administer this Agreement on behalf of County. Director retains professional and administrative responsibility for the services rendered under this Agreement. This general responsibility, however, does not relieve Contractor from its specific duties stated elsewhere under this Agreement, including, but not limited to, the obligations (1) to perform its professional services according to customary quality of care standards in the community and under this Agreement, and (2) to defend County and other named agencies and individuals for claims, and to indemnify them for any resultant damages, based upon Contractor's failure or alleged failure to satisfy such quality of care standards. Contractor shall designate in writing a person who shall have the authority to administer this Agreement on behalf of Contractor. The term "Facility Designee", as used in this Agreement, means Health Facility Designee or his duly authorized designee.

5.0 CONTRACTOR'S WILLINGNESS TO CONSIDER COUNTY'S EMPLOYEES FOR EMPLOYMENT: Contractor agrees to receive referrals of permanent or temporary employees from County's Human Resources staff for consideration for employment as Contractor vacancies

occur after contract implementation and throughout the term of this contract.

6.0 PREVAILING WAGES FOR COVERED CRAFTS

6.1 Contractor, its subcontractor(s), agents and employees shall be bound by and shall comply with all applicable provisions of the California Labor Code, including, but not limited to, Section 1775, as well as all other applicable Federal, State, and local laws related to labor.

6.2 Contractor, its subcontractor(s), agents and employees shall pay no less than the prevailing wage rate established by the State Department of Industrial Relations to those workers who perform work which is subject to the prevailing wage requirement of the California Labor Code.

6.3 A copy of the determination of the prevailing rate of per diem wages for any worker needed to perform the landscape maintenance services required under this Agreement is on file at DHS, Contracts and Grants Division, 313 North Figueroa Street, Los Angeles, California 90012 and is available for perusal by any interested person.

6..4 Contractor shall post at each job site, a copy of the determination of the prevailing rate of per diem wages for the craft or type of worker covered by the prevailing wage requirement needed to executive such services and shall certify to County in writing that

the posting of the copy of the determination required by California Labor Code Section 1773.2 has been completed.

6.5 Contractor shall collect, maintain and submit on a monthly basis to DHS on the form shown as Exhibit B, attached hereto and incorporated herein by reference, the State Department of Industrial Relations Public Works Payroll Reporting Form for each covered worker who performs such services, attached hereto and incorporated herein by reference.

6.6 Contractor, its subcontractors, agents, and employees shall comply with California Labor Code Section 1777.5 with respect to employment of apprentices.

6.7 Contractor, its subcontractors, agents, and employees are directed to the requirements of the California Labor Code with respect to hours of employment. Eight (8) hours of labor constitute a legal day's work for the covered workers and neither Contractor nor any subcontractors hereunder shall require or permit any covered worker to perform any of such services for more than eight (8) hours during any one (1) calendar day or more than forty (40) hours during any one (1) calendar week except as authorized by California Labor Code Section 1815. For each violation of the provisions of California Labor Code Sections 1811 through 1815, Contractor shall forfeit to County the penalty set forth therein.

6.8 Contractor shall execute and deliver to DHS the following certification: "I am aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self insurance in accordance with the provisions of that Code before commencing the performance of the work of this contract."

7.0 GRATUITIES: County may, by written notice to Contractor, terminate the right of Contractor to proceed under this Agreement upon one (1) calendar day's notice, if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of such contract, provided that the existence of the facts upon which County makes such finding shall be in issue and may be reviewed in any competent court. 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.

8.0 WAIVER: No waiver of a breach of any provision of this Agreement by County shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

9.0 NOTICE OF DELAYS: Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within five (5) working days, give notice thereof, including all relevant information with respect thereto, to the other party.

10.0 RULES AND REGULATIONS: During the time that Contractor's employees are at any County facility, such employees shall be subject to the rules and regulations of that facility. It is the responsibility of Contractor to acquaint its employees who are to provide services hereunder with such rules and regulations. Contractor agrees to permanently withdraw any of its employees from the provision of services under this Agreement upon receipt of written notice from Director or his authorized designee: (1) that such employee has violated such rules or regulations, or (2) that such employee's actions, while on County premises, indicated that he may do harm to County property, County patients, County employees or the public.

11.0 NONDISCRIMINATION, AFFIRMATIVE ACTION AND ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS

11.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to, or because of race, color, religion, national origin, ancestry, sex, age, condition of physical handicap,

marital status, or political affiliation, in compliance with all anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended.

11.2 Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship

11.3 Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e (17), to the end that no person shall, on grounds of race, religion, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

11.4 Contractor shall deal with its subcontractors, Proposers or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical handicap as required by all applicable anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended.

11.5 Contractor shall allow authorized County representatives access to its employment records during regular business hours to verify compliance with these provisions when so requested by Director.

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

11.7 The parties agree that in the event Contractor violates the anti-discrimination provisions of this Agreement, County shall, at its option, be entitled to a sum of Five Hundred Dollars ($500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

12.0 RECORDS AND AUDITS

12.1 Contractor shall maintain accurate and complete financial records of its activities and operations as they relate to its services under

this Agreement in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records of all services provided hereunder. All such records shall be retained by Contractor for a minimum period of seven (7) years following the expiration or prior termination of this Agreement. During such seven (7) years, as well as during the term of this Agreement, all records pertaining to this Agreement, including, but not limited to, those described above or true and correct copies thereof, shall be retained by Contractor, or made available by Contractor, at a location in County of Los Angeles and shall be made available within twenty (20) working days of County's request during County's normal business hours to representatives of County for purposes of inspection or audit. In the event that such records are located outside County of Los Angeles, then, at Contractor's option, such inspection or audit shall take place at an agreed place at such location and Contractor shall pay County for travel, per diem, and other costs related to such inspection or audit.

12.2 In the event that an audit is conducted of Contractor specifically regarding this Agreement by any Federal or State auditor, or any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report with County's Auditor-Controller within thirty (30) days of Contractor's receipt

thereof, unless otherwise provided under this Agreement or applicable Federal or State law. County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

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

13.0 REPORTS: Contractor shall make reports as required by Facility Designee or his designee concerning Contractor's activities and operations hereunder. In no event may County require such reports unless it has provided Contractor with at least thirty (30) days prior written notification thereof. County shall provide Contractor with a written explanation of the procedures for reporting the required information.

14.0 PROHIBITION AGAINST AND ASSIGNMENT AND DELEGATION: Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County. Any assignment or delegation which does not have such prior County consent shall be null and void. For purposes of this Paragraph 15.0, such County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any billings to County by any delegatee or assignee on any claim under this Agreement, absent such County consent, shall not be paid by County. Any payments by County to any delegatee or assignee on any claim under this Agreement, in consequence of any such County consent, shall

reduce dollar for dollar any claims which Contractor may have against County and shall be subject to set-off, recoupment, or other reduction for any claims which County may have against Contractor, whether under this Agreement or otherwise.

Shareholders or partners, or both, of Contractor may sell, exchange, assign, divest, or otherwise transfer any interest they may have therein. However, in the event any such sale, exchange, assignment, divestment, or other transfer is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, then prior written consent thereof by County's Board of Supervisors shall be required. Any payments by County to Contractor on any claim under this Agreement shall not waive or constitute such County consent. Consent to any such sale, exchange, assignment, divestment, or other transfer shall be refused only if County, in its sole judgement, determines that the transferee(s) is (are) lacking in experience, capability, or financial ability to perform all services and other work as described in this Agreement. This in no way limits any County right found elsewhere in this Agreement, including, but not limited to, any right to terminate this Agreement.

15.0 LICENSES, PERMITS, REGISTRATIONS, AND CERTIFICATES:

Contractor shall obtain and maintain in effect during the term of this Agreement as set forth in Paragraph 1.0 above, all licenses, permits, registrations, and certificates required by law which are applicable to its

performance of this Agreement, and shall ensure that all its officers, employees, and agents, who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, and certificates required by law which are applicable to their performance of services hereunder.

16.0 COUNTY LOBBYISTS: Contractor certifies that each County lobbyists as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of any County lobbyist retained by Contractor to fully comply with County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

17.0 CONFLICT OF INTEREST: No County employee whose position in County enables such employee to influence the award or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Agreement. No officer or employee of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

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 Agreement. Contractor warrants that it is not now aware of any facts which create conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, without limitation, identification of all persons implicated and complete description of all relevant circumstances.

18.0 ENTIRE AGREEMENT: The body of this Agreement; Exhibits A, B, C, D, E, F, G, H, I, J, K, K-1, L, and M attached hereto; shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, service, or schedule, between the body of this Agreement and the other above referenced documents, or between such other documents, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Agreement and then to such other documents according to the following priority:

1. Exhibit A.
2. Exhibit B.
3. Exhibit C.

4. Exhibit D.

5. Exhibit E.

6. Exhibit F.

7. Exhibit G.

8. Exhibit H.

9. Exhibit I.

10. Exhibit J.

11. Exhibit K.

12. Exhibit L.

13. Exhibit M.

19.0 ALTERATION OF TERMS: No addition to, or alteration of, the terms of the body of this Agreement or the Exhibits attached hereto, whether by written or verbal understanding of the parties, their officers, employees, or agents shall be valid and effective unless made in the form of a written amendment which is formally adopted and executed by the parties in the same manner as this Agreement.

20.0 FORM OF BUSINESS ORGANIZATION: Contractor shall prepare and submit to DHS, Contracts and Grants Division, within ten days following execution of this Agreement an affidavit, sworn to and executed by Contractor's duly constituted officers, containing the following information:

20.1 The form of Contractor's business organization, i.e., proprietorship, partnership, or corporation.

20.2 A detailed statement indicating whether Contractor is totally or substantially owned by another business organization.

20.3 A detailed statement indicating whether Contractor totally or partially owns any other business organization that will be providing services, supplies, materials or equipment to Contractor or in any manner does business with Contractor under this Agreement. If during the term of this Agreement, the form of Contractor's business organization changes, or the ownership of Contractor changes, or Contractor's ownership of other businesses dealing with Contractor under this Agreement changes, Contractor shall promptly notify Director in writing detailing such changes.

21.0 INDEPENDENT CONTRACTOR STATUS:

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

21.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. County shall have no liability or responsibility for the payment of

any salaries, wages or other compensation or benefits to any personnel provided by Contractor.

21.3 Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall bear the sole liability and responsibility for any and all workers' compensation benefits to any person as a result of injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

21.4 Acknowledgment that each of Contractor's employees understands that such person is an employee of Contractor and not an employee of County shall be signed by each employee of Contractor employed at any of the County Facilities mentioned herein and shall be filed with County's Workers' Compensation Division, Claims Section, 2615 South Grand Avenue, Los Angeles, California 90007. The form and content of such acknowledgment shall be substantially similar to Attachment E, attached hereto and incorporated herein by reference.

22.0 INDEMNIFICATION AND INSURANCE

22.1 Indemnification: Contractor shall indemnify, defend, and hold harmless County and 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 Contractor's acts and/or omissions arising from and/or relating to this Agreement.

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

22.2.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Department of Health Services, Contracts and Grants Division, 313 N. Figueroa St., 6 East, Los Angeles CA 90012, Attn: Paula Morales, Contract Administrator prior to commencing services under this Agreement. Such certificates or other evidence shall:

(a) Specifically identify this Agreement.

(b) Clearly evidence all coverages required in this Agreement.

(c) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.

(d) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insured for all activities arising from this Agreement.

(e) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require 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.

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

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

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

(a) Any accident or incident relating to services

performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.

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

(c) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to County contract manager.

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

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

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

(a) Contractor providing evidence of insurance covering the activities of subcontractors, or

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

22.3 Insurance Coverage Requirements:

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

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

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

22.3.3 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 Contractor is responsible. If 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 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 |

23.0 COVENANT AGAINST CONTINGENT FEES:

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

23.2 For breach or violation of this warranty, County shall have the right to terminate this Agreement and, in its sole discretion, to deduct

from this Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

24.0 AUTHORIZATION WARRANTY: Contractor hereby represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

25.0 DAMAGE TO COUNTY FACILITY, BUILDINGS, OR GROUNDS:

25.1 Contractor shall repair, or cause to be repaired, or make due diligent efforts to begin such repair, at its own cost, any and all damage to County facilities, buildings or grounds caused by Contractor, as determined by County, employees of Contractor, or persons or companies making pick-ups from or deliveries to Contractor. Such repairs or due diligent efforts to begin such repairs shall be made immediately after Contractor has become aware of such damage, but in no case later than thirty (30) days after the occurrence.

25.2 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 upon demand or County may deduct such costs from any amounts due to Contractor from County.

26.0 COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS:

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

27.0 COMPLIANCE WITH APPLICABLE LAW:

27.1 Contractor shall comply with all Federal, State and local laws, ordinances, regulations, rules, and directives applicable to its performance hereunder. Further, all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

27.2 Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such Federal, State or local laws, ordinances, regulations, rules, or directives.

28.0 INTERPRETATION OF AGREEMENT, SPECIFICATIONS AND DISPUTES: Should any misunderstanding arise, Director will interpret this Agreement. If Contractor disagrees with the interpretation of Director,

he shall continue with the work in accordance with Director's interpretation. Within thirty (30) days after receipt of the interpretation, Contractor may file a written request with the Director for a hearing before a Dispute Review Panel as provided hereinbelow. The written request shall outline in detail the area of dispute. The Dispute Review Panel will be appointed by Director and will be composed of not less than three (3) County personnel having experience in the administration of landscape maintenance services contracts. The Panel will convene within one week of appointment in order to hear all matters related to the dispute. The hearing will be informal and formal rules of evidence will not apply. The Panel will submit its recommendation to the Director, for his consideration, within one week following the conclusion of the hearing. Director shall render a final interpretation upon his review of the Panel's recommendation.

29.0 TERMINATION FOR INSOLVENCY:

29.1 County may terminate forthwith this Agreement for default in the event of the occurrence of any of the following:

a. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Code or not.

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

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

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

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

30.0 TERMINATION FOR DEFAULT:

30.1 County may, subject to the provisions of Subparagraph 30.3 below, by written notice of default to Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances:

a. If Contractor fails to perform the services within the time specified herein or any agreed extension thereof; or

b. If Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms and, in either of these two circumstances, does not cure such failure within a period of ten (10) days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

c. Contractor's abandonment, vacation or discontinuance of operations on the premises for more than twenty-four (24) consecutive hours.

d. The failure of Contractor to maintain the premises in the state of repair required hereunder, and in a clean, sanitary, safe and satisfactory condition, where such failure continued for more than ten (10) days after written notice from Facility Designee to correct the condition.

e. The failure of Contractor to keep, perform and observe all other promises, covenants, conditions and agreements for more than ten (10) days after written notice from Facility Designee for correction thereof, provided that where fulfillment of such obligation requires activity over a period of time and Contractor shall have commenced to perform whatever may be required to cure the particular default within ten (10) days after such notice and continues such performance diligently, such time limit may be waived in the manner and to the extent allowed by Facility Designee.

f. If, in the sole judgement of Facility Designee, Contractor fails to supply an adequate work force, adequate equipment, or fails in any respect to execute the work with the diligence, force and quality specified in this Agreement, written notice thereof shall be served upon

Contractor and should Contractor fail to provide means for satisfactory compliance as directed within the time specified, County may terminate Contractor's control and negotiate with Contractor's sureties for satisfactory performance of all services under this Agreement.

g. Transfer of the majority controlling interest of Contractor to persons other than those who are in control at the time of the execution of this Agreement without written approval thereof by Director.

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

30.2 In the event County terminates this Agreement in whole or in part as provided in paragraph 30.1 above, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated and Contractor shall be liable to County for any excess costs incurred by County, as determined by County, for such similar services, provided that Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph.

30.3 Except with respect to defaults of subcontractors, Contractor shall not be liable for any such excess costs if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of Contractor, as determined by County. Such

causes may include, but are not limited to, acts of God or of the public enemy, acts of County in either it 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 Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the supplies 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.

30.4 If, after the notice of termination of this Agreement under the provisions of this Paragraph, it is determined for any reason that Contractor was not in default under the provisions of this Paragraph, or the default was excusable under the provisions of this Paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 31.0 (Termination for Convenience) below.

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

30.6 As used in Subparagraph C above, the terms "subcontractor" and "subcontractors" means subcontractor(s) at any tier.

30.7 In the event this Agreement is suspended or terminated in whole or in part, due to Default, Insolvency, Breach or Improper Consideration, by County's Board of Supervisors, the Board of Supervisors may instruct Director to assume the responsibility of this Agreement, employ the necessary workers, purchase materials and supplies at Contractor's expense, as may be necessary for the proper performance of the work contracted for, and for the purpose of satisfying and/or mitigating damages arising from a breach of this Agreement. Upon receiving notice of such suspension or termination, Contractor shall discontinue said work, or such other parts of it as the Board of Supervisors may direct. Any excess costs, as determined by County, arising therefrom over and above the monthly compensation set forth under this Agreement, shall be charged against Contractor and its sureties.

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

30.9 If in the sole judgement of Director, Contractor and/or its employees are not properly performing the services required under this Agreement, Contractor and/or its employees may be temporarily replaced by County personnel and payment to be made

by County may be suspended while the matter is being investigated. County may require Contractor to pay all excess costs incurred by County, as determined by County, in the course of replacing Contractor employees.

31.0 TERMINATION FOR CONVENIENCE: The performance of services under this Agreement may be terminated in whole or in part from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a thirty (30) day advance Notice of Termination specifying the date upon which such termination becomes effective.

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

a. Stop services under this Agreement on the date specified in such Notice of Termination; and

b. Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

32.0 COUNTY AUDIT SETTLEMENTS: If, at any time during the term of this Agreement or at any time after the expiration or prior termination of this Agreement, representatives of County conduct an audit of Contractor regarding the services provided to County hereunder and if such audit finds that County's dollar liability for such services is less than the payments made by County to Contractor, then the difference shall at Director's option, be either repaid by Contractor to County by cash payment upon demand or, deducted from any amounts due to Contractor

from County. If such audit finds that County's dollar liability for services provided hereunder is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment.

33.0 FEDERAL ACCESS TO RECORDS: If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act (42 U.S.C. Section 1395(v)(1)(I)) is applicable, Contractor agrees that for a period of four years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their authorized representative, the contracts, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars ($10,000) or more over a twelve (12) month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor.

34.0 SUBCONTRACTING: Although it is the intent of the parties that all services hereunder are to be provided by Contractor's employees, both parties agree that Contractor may encounter occasional need for highly specialized or unusual skills or special emergency services for which

Contractor may find it necessary to subcontract. The requirements for such limited use of subcontracting are as follows:

a. No performance of this Agreement or any portion thereof shall be subcontracted by Contractor without the prior written consent of Director. Any attempt by Contractor to subcontract any performance of services under this Agreement without the prior written consent of Director, shall be null and void and shall constitute a material breach of this Agreement.

b. In the event Director may consent to subcontracting, each and all of the provisions of this Agreement and any amendment thereto shall extend to, be binding upon, and inure to the benefit of, the successors or Facility Designees of the respective parties.

c. In the event that Director should consent to subcontracting, Contractor shall include in all subcontracts the following provision: "This contract is a subcontract under the terms of a prime contract with County of Los Angeles and shall be subject to all the provisions of such prime contract. All representations and warranties shall inure to the benefit of County of Los Angeles."

d. Contractor's request to Director for approval to enter into a subcontract shall include:

1. A description of the services to be provided by the subcontract.
2. Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected.
3. Any other information and/or certifications requested by Director.

e. All subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate all the work of Contractor and any subcontractor. Approval of the provisions of any subcontract by Director shall not be construed to constitute a determination of the allocability of any cost under this Agreement.

f. Contractor shall be solely liable and responsible for any and all payments and other compensation for all subcontractors. County shall have no liability or responsibility for any payment or other compensation for any subcontractor.

35.0 FAIR LABOR STANDARDS ACT: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, 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 services performed by Contractor's employees for which County may be found jointly or solely liable.

36.0 EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County, its officers and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this agreement.

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

38.0 AUTHORIZATION WARRANTY: Contractor hereby represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

39.0 RESTRICTIONS ON LOBBYING: If any Federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements.

40.0 CONTRACTOR PERFORMANCE DURING CIVIL UNREST AND DISASTER: Contractor recognizes that health care facilities maintained by County provide care essential to the residence of the communities they serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other provision of this contract, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach of Contractor for which County may immediately terminate this Agreement.

41.0 STAFF PERFORMANCE WHILE UNDER THE INFLUENCE: Contractor shall use reasonable efforts to ensure that no employee will perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance which might impair his/her physical or mental performance.

42.0 CONTINGENT FEES:

42.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor or with whom Contractor has contacted for the purpose of securing business.

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

43.0 RESOLUTION OF BIDS OR PROPOSALS: Contractor acknowledges that County, prior to expiration or earlier termination of this Agreement, may exercise its right to invite bids or request proposals for the continued provision of the services delivered or contemplated under this Agreement. County and its Department of Health Services shall make the determination to re-solicit bids or request proposals in accordance with applicable County and Department of Health Services policies.

Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids or request for proposals by virtue of its present status as Contractor.

44.0 SERVICE DELIVERY SITE - MAINTENANCE STANDARDS: Contractor shall assure that the locations where services are provided under provisions of this Agreement are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and full compliance with the provisions of this Paragraph.

45.0 CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program who meet Contractor's minimum qualifications for the open position. County will refer GAIN participants by job category to Contractor.

46.0 COUNTY'S QUALITY ASSURANCE PLAN: County or its agent will evaluate Contractor' s performance under this Agreement on not less than an annual basis. Such evaluation will include assessing standards.

Contractor deficiencies which County determines are severe or continuing and that may place performance of the agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

47.0 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

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 compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of

Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

Within thirty (30) calendar days of renewal or term extension amendment to this Agreement of at least one (1) year, Contractor shall submit to County's Child Support Services Department (CSSD) a completed Principal Owner Information Form (POI Form), incorporated herein by reference, along with certifications in accordance with the provisions of Section 2.200.060 of County Code, that: (1) the POI Form has been appropriately completed and provided to the CSSD with respect to Contractor' s Principal Owners; (2) Contractor has fully complied with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and (3) Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to maintain compliance. Such certification shall be submitted on the Child Support Compliance Program Certification (CSCP Certification), also incorporated herein by reference. Failure of Contractor to submit the CSCP Certification (which includes certification that the POI Form has been submitted to the CSSD) to County's CSSD shall represent a material breach of contract upon which County may immediately suspend or terminate this Agreement.

48.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 47.0 "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) calendar days of written notice by County's CSSD shall be grounds upon which County's Board of Supervisors may terminate this Agreement pursuant to Paragraph 30.0 "Termination for Default".

49.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT: Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County's CSSD will supply Contractor with the poster to be used.

50.0 TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an

intermediary, to any County officer, employee or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment or extension of this Agreement or the making of any determinations with respect to Contractor's performance pursuant to this Agreement. 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.

Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 pr (800) 544-6861.

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

51.0 PURCHASING RECYCLED-CONTENT BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.

52.0 CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Contractor or one or more staff members barring it or the staff members from participation in a Federally funded health program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff from such participation in a Federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

53.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

54.0 COMPLIANCE WITH LIVING WAGE PROGRAM:

55.1 Living Wage Program.

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

54.2 Payment of Living Wage Rates.

54.2.1 Unless Contractor has demonstrated to County's satisfaction either that Contractor is not an "employer" as defined under the Program (Section 2.201.020 of County Code) or that Contractor qualifies for an exception to the Program (Section 2.201.090 of County Code), Contractor shall pay its employees no less than the applicable living wage rate, as set forth immediately below, for the employees' services provided to County under the Contract:

a. Not less than $9.46 per hour if, in addition to the per-hour wage, Contractor contributes less than $1.14 per hour towards the provision of bona fide health care benefits for its employees and any dependents; or

b. Not less than $8.32 per hour if, in addition to the per-hour wage, Contractor contributes at least $1.14 per hour towards the provision of bona fide health care benefits for its employees and any dependents. Contractor will be deemed to have contributed $1.14 per hour towards the provision of bona fide health care benefits if the benefits are provided through County Department of Health Services Community Health Plan. If at any time during the Contract, Contractor contributes less than $1.14 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its employees the higher hourly living wage rate.

54.2.2 For purposes of this Section, "Contractor" includes any subcontractor(s) engaged by Contractor to perform services for County under the Contract. If Contractor uses any subcontractor to perform services for County

under the Contract, the subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Program shall be attached to the agreement. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which are provided to 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 County; however, fewer than 35 hours worked per week will not, in any event, be considered full time.

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

54.2.4 If Contractor is not required to pay a living wage when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement, and Contractor shall immediately notify County if Contractor

at any time either comes within the Program's definition of "employer" or if Contractor no longer qualifies for an exemption to the Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Program's definition of "employer" and/or that Contractor continues to qualify for an exception to the Program. Unless Contractor satisfies this requirement within the time frame permitted by County, Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

54.3 Contractor's Submittal of Certified Monitoring Reports. Contractor shall submit to County certified monitoring reports at a frequency instructed by County. The certified monitoring reports shall list all of Contractor's employees providing services for County under the Contract during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly

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

54.4 Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims. During the term of the contract, if 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 condition such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), Contractor shall immediately inform County of any pertinent facts known by Contractor regarding same. This

disclosure obligation is not limited to any labor law/payroll violation or claim arising out of Contractor's contract with County, but instead applies to any labor law/payroll violation or claim arising out of any of Contractor's operations in California.

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

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

54.7 Enforcement and Remedies. If Contractor fails to comply with the requirements of this Section, County shall have the rights and

remedies described in this Section in addition to any rights and remedies provided by law or equity.

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

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

b. Liquidated Damages. It is mutually understood and agreed that Contractor's

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

damages from any payments otherwise due Contractor.

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

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

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

amount actually paid to the Employees for that pay period. County may withhold said amounts until Contractor has satisfied County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

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

damages of $50 per Employee per day for each and every instance of an underpayment to an Employee. County may deduct any assessed liquidated damages from any payments otherwise due Contractor.

c. Termination. Contractor's 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, County may, in its sole discretion, terminate the Contract.

54.7.3 Debarment. In the event Contractor breaches a requirement of this Section, County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, not to exceed three years.

54.8 Use of Full-Time Employees: Contractor shall assign and use full-time employees of Contractor to provide services under the Contract unless Contractor can demonstrate to the satisfaction of County that it is necessary to use non full-time employees based on staffing efficiency or County requirements for the work to be

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

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

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

54.11 Employee Retention Rights:

54.11.1 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 County for at least six months prior to the date of this new Contract, which predecessor contract was terminated by County prior to its expiration; and,

c. Who is or will be terminated from his or her employment as a result of County entering into this new Contract.

54.11.2 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.

54.11.3 Contractor shall not terminate a retention employee for the first 90 days of employment under the Contract, except for cause. Thereafter, Contractor may retain a retention employee on the same terms and conditions as Contractor's other employees.

54.12 Neutrality in Labor Relations: 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 Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

55.0 Compliance with Health Insurance Portability and Accountability Act of 1996 (HIPPA): 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.

56.0 COMPLIANCE WITH 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.

56.1 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.

56.2 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 (Exhibit K).

56.3 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. Attached hereto, as Exhibit J, is the required form, "County of Los Angeles Contractor Employee Jury Service Program Application for Exemption and Certification Form", to be completed by the Contractor.

56.4 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.

57.0 NO PAYMENT FOR SERVICES FOLLOWING EXPIRATION/ TERMINATION OF AGREEMENT: 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 Agreement. 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 Agreement 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 Agreement.

58.0 EQUIPMENT REPLACEMENT: County shall replace, at its expense, any County equipment which existed prior to the commencement of services hereunder and which is damaged or worn out, when it has been determined by County that the repair or further maintenance of such equipment is not economically feasible and it has been determined by County that there has not been any fault or negligence on the part of Contractor. If Contractor is found by County to have been at fault or negligent in the use, care, control and/or maintenance of any such equipment, then Contractor shall pay County for all costs incurred by County, as determined by County, to replace and install such equipment, less normal depreciation on the equipment replaced as determined by County, or County may deduct such costs, less such depreciation, from any amounts due to Contractor from County hereunder.

59.0 SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. Such information and notice is set forth in Exhibit M of this Contract.

60.0 NOTICES: Notices hereunder shall be in writing and shall be hand delivered with signed receipt or mailed by first class, registered or certified mail, postage prepaid to the parties at the following addresses and to the attention of the persons named. Director shall have the authority to execute all notices which are required or permitted by County under this Agreement. Addresses and persons to be notified may be changed by either party by giving ten days prior written notice thereof to the other party.

To Contractor: _____

_____

Attention: _____

To County: Department of Health Services

_____

_____

Attention: Chief Executive Officer

To County: Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street, 6th Floor-East
Los Angeles, CA 90012

Attention: Division Chief

IN WITNESS WHEREOF, the Board of Supervisors of County of Los Angeles has caused this Agreement to be subscribed

/

by its Chairman and the seal of said Board to be hereto affixed, and attested by the Executive Officer thereof, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officers, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By_____
Chairman, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS, Executive
Officer of the Board of
Supervisors of County of
Los Angeles

By _____
Deputy

TruGreen LanCare

By_____
Signature

Title SALES MANAGER

APPROVED AS TO FORM
BY THE OFFICE OF County COUNSEL
LLOYD W. PELLMAN
County Counsel

By_____
Deputy

APPROVED AS TO CONTRACT ADMINISTRATION:

Department of Health Services

By_____
Chief, Contracts and Grants Division

APPROVED AS TO PROGRAM:

Department of Health Services

By_____
Director of Health Services

AGREECD1781
5/7/03:pm

EXHIBIT A

# PERFORMANCE WORK STATEMENT

# FOR LANDSCAPE MAINTENANCE SERVICES

1.0 DEFINITION:

Landscape maintenance services hereunder shall be the maintenance of turf, groundcover, shrubs and trees; renovation of turf and groundcover areas; the pruning of trees and shrubs; providing weed, disease, pest and rodent control; and operating and maintaining irrigation systems; and the performance of other services; pursuant to this Exhibit A (Performance Work Statement For Landscape Maintenance Services), Exhibit D-1 (Routine Landscape Maintenance Services Frequency Chart), Exhibit D-2 (Routine Landscape Maintenance Services Staffing Pattern for Contract Term (Hours Per Calendar Month)), Exhibit H (Seasonal/Periodic Landscape Maintenance Services and Other Work), Exhibit E (Performance Requirements Summary), Exhibit F (Specifications), Exhibit G (Contractor Line Item Budget Routine/Seasonal and Periodic Landscape Maintenance Services),and Exhibit I (Living Wage Program Ordinance).

2.0 FACILITY TO BE MAINTAINED:

The area(s) to be maintained under the provisions of this Agreement are located at the following address(es):

5850 South Main Street
Los Angeles, California 90003

The areas in and around the Facility are landscaped with turf, groundcover and shrubs, and are irrigated by manual and/or automatic control systems. These areas are further defined on the plans of record on file with County of Los Angeles.

Contractor acknowledges personal inspection of the facility and the surrounding areas and has evaluated the extent to which the physical condition thereof will affect the services to be provided. Contractor accepts the premises in their present physical condition, and agrees to make no demand upon County for any improvements or alteration thereof.

3.0 BILLING AND PAYMENT:

3.1 Routine Landscape Maintenance Services: For Routine Landscape Maintenance Services provided under this Agreement, Contractor shall bill County the applicable Basic Monthly Charge of $1,164 per calendar month in accordance with the fees set forth in Exhibit G, attached hereto, on billing forms approved by County.

Contractor shall submit to County on a monthly basis an itemized billing, indicating all Routine Landscape Maintenance Services performed by function during the calendar month immediately preceding the month in which the billing is submitted.

3.2 Seasonal/Periodic Landscape Maintenance Services: Facility Designee shall review on an ongoing basis all Seasonal/Periodic Landscape Maintenance Services (e.g., Disease/Insect Control, Rodent Control, Vertical Mowing, etc.) to be performed as specified in Exhibit H, (Seasonal/Periodic Landscape Maintenance Services and Other Work). If Facility Designee determines, in his sole judgement, that any frequency of service for Seasonal/Periodic Landscape Maintenance Services and Other Work as set forth on Exhibit H is not necessary, the Facility Designee 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. 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 Designee, be used for "Other Work" in accordance with Exhibit A, Performance Work Statement for Landscape Maintenance Services, Subparagraph 3.3. For Seasonal/Periodic Landscape Maintenance Services performed under this Agreement, 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 fee schedule for Seasonal/Periodic Landscape Maintenance Services as set forth in Exhibit H.

The total annual cost shall not exceed $7,110 as defined in Exhibit G, (Contractor Line Item Budget Routine/Seasonal and Periodic Landscape Maintenance Services).

3.3 Other Work: Facility Designee may, in his sole discretion, authorize Contractor to perform landscape-related Other Work assuming surplus funds from Seasonal/Periodic Landscaping Maintenance Services Sub-paragraph 3.2 above exist, when the need for such work arises out of extraordinary incidents, such as vandalism, acts of God, and third party negligence; or when such work is necessary for requested improvements in order to add new, modify existing, or refurbish existing, landscaping and/or irrigation systems.

Any such work not provided for elsewhere in this Agreement and authorized in writing by the Facility Designee and performed by Contractor shall be considered Other Work for which Contractor shall receive additional compensation.

**PRIOR TO PERFORMING ANY OTHER WORK**, Contractor shall prepare and submit a written description of the Other Work with an estimate of the cost to complete the work. No work shall commence without the written authorization from the Facility Designee.

The written estimate to perform Other Work shall include: (1) the number of hours to complete the work, (2) the cost for labor based upon the hourly rate listed in Exhibit H (these rates shall include all overhead and profit), and (3) the wholesale cost of materials, if any. In the event Contractor's written estimate is not approved, then County reserves the

right to perform such work with County personnel or contract with a third party to perform such work.

3.4 Annual Fixed Reimbursement Amount and Basic Monthly Charge: The Annual Fixed Reimbursement Amount is the fixed and guaranteed contract price which shall be based on the total costs for providing all routine landscape maintenance services described in this Agreement. The monthly charge per calendar month to County for all routine landscape maintenance services shall be calculated by dividing Contractor's Annual Fixed Reimbursement Amount by (12) twelve. This monthly charge shall be referred to as the Basic Monthly Charge and may not include adjustments for inflation other than those described in Paragraph 3.5 hereinbelow. The Annual Fixed Reimbursement Amount (less depreciation, any equipment installation costs, alterations and repair costs, if any, and start-up costs) may be adjusted by County at the end of each Contract Year, as indicated in Subsection 3.5 below.

3.5 Inflation Adjustments and Contractor's Future Contract Year Budgets: Contractor's Contract Year Budget (Annual Fixed Reimbursement Amount) and cost per frequency for seasonal/periodic landscape maintenance services may be adjusted at County's sole discretion, for inflation at the end of each Contract Year for the following Contract Year, by using the general salary percentage movement granted to County employees or the Consumer Pric Index for All Urban Consumers (CPI-U) as originally released by the United States Department of Labor Statistics, Western Region, Los Angeles, Orange County, Anaheim-Riverside area,

for the preceding twelve (12) month period or the general salary movement granted to County employees, as of July 1 for the proceeding twelve (12) month period whichever, is less. In no event shall the Contract Year Budget adjustment exceed three (3) percent. Percentage changes in the specified index shall not be applied to start-up costs, equipment installation costs, and alterations and repair costs, if any, and depreciation expense, if any. The adjusted Contractor's Line Item Budget as described above shall result in a new Contract Year Budget which shall include a new Annual Fixed Reimbursement Amount for the new Contract Year. The adjusted Annual Fixed Reimbursement Amount shall be used to determine the new Basic Monthly Charge for such new Contract Year for routine landscape maintenance services provided. The new Annual Fixed Reimbursement Amount/Basic Monthly Charge shall be fixed and guaranteed for such new Contract Year.

In the event fiscal circumstances ultimately prevent the Los Angeles County Board of Supervisors from approving any increase in employee salaries, the Contractor would receive no Cost-of-Living Adjustment.

If Contractor's labor budget increases by a percentage greater than the percentage change in the CPI-U due to an increase in the applicable Minimum Wage Law, the actual amount of the increased labor budget due to the change in the Minimum Wage Law shall be used instead of the change in the CPI-U to determine that portion of the labor cost in Contractor's Contract Year Budget. The actual increase will be added to

only that portion of the base salaries affected by the Minimum Wage Law change. The remaining portion of the labor costs will be calculated by using the CPI-U. All other calculations shall be performed as described above.

Inflation Adjustment and Contractor's future contract year budgets must be requested in writing 30 days prior to the end of each contract year for the following contract year.

3.6 Reimbursement for Seasonal/Periodic Landscape Maintenance Services: Contractor shall notify the Contract Coordinator a minimum of five (5) business days prior to commencement of any Seasonal/Periodic Landscape Maintenance Services. Reimbursement for Seasonal/Periodic Landscape Maintenance 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.

Reimbursement for seasonal/periodic landscape maintenance shall be in accordance with above Paragraph 3.5 (Inflation Adjustments and Contractor's Future Contract Year Budgets).

Contractor shall maintain copies of all estimates, invoices, receipts, and other records supporting all costs for, and the number of labor hours charged to, approved Other Work. Failure to maintain records to support Other Work costs may result in the disallowance of those costs, as determined by Facility Designee.

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 Designee 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 Designee for written approval.

All Other Work shall commence on the date specified by Facility Designee and Contractor shall proceed diligently to complete such work within the time allotted.

3.7 Except as otherwise expressly provided in this Agreement, the fees for Routine Landscape Maintenance Services, Seasonal/Periodic Landscape Maintenance Services and Other Work as described in Exhibit G, shall be the sole consideration paid by County to Contractor hereunder.

3.8 Unsatisfactory Performance Deductions: If, in the sole judgement of the Facility Designee, the level of services is less than the Acceptable Quality Level (AQL) as specified in the Performance Requirements Summary Chart as set forth in Exhibit E, attached to this Agreement and incorporated herein by reference, Facility Designee, in his sole discretion, may deduct from the Basic Monthly Charge the Unsatisfactory Performance Deductions identified in Column 6 of the Performance Requirements Summary Chart for services not performed or not rendered in accordance with specifications as set forth.

3.9 Public Works Payroll Reporting Form: Contractor shall complete the State Department of Industrial Relations Public Works Payroll Reporting Form along with its certificate thereof shown as Exhibits B (Public Works Payroll Reporting Form), attached to this Agreement and incorporated herein by reference, and submit two signed copies of such form with each monthly billing.

4.0 OPERATING RESPONSIBILITIES:

4.1 Signs/Improvements: Contractor shall not post signs or advertising matter upon the premises or improvements thereon, unless prior approval therefor is obtained from Facility Designee.

4.2 Hours and Days of Maintenance Service: Contractor shall generally provide services between the hours of 6:00 a.m. to 6:00 p.m., Monday through Saturday, except for County observed holidays. Contractor may elect to provide additional coverage. Eight (8) hours constitutes a days' work.

4.3 Non-Interference: Contractor shall not interfere with the intended use of premises and shall conduct his operations as to offer the least possible obstruction and inconvenience to the peace and quiet of the area within which services hereunder are performed.

Blowers are not to be used within twenty feet (20') of all entrances, a vacuum may be used by all entrances.

4.4 Contractor's Staff: Contractor shall provide sufficient personnel to perform all work required hereunder. All of Contractor's maintenance personnel shall be supervised by an experienced and qualified, English speaking

Supervisor in the employ of Contractor. Supervisor must be able to communicate effectively with personnel being supervised.

Employees shall be required to present positive personnel identification as required by authorized Facility personnel.

Contractor shall require each of his employees to adhere to basic public works standard of working attire. These are uniforms, provided at Contractor's expense, proper shoes and other gear required by Safety Regulations, and proper wearing of the clothing. Shirts shall be worn at all times.

Employees hall undergo a physical examination annually at the expense of Contractor. The physical examination is to include TB screening and a review of immunizations (if necessary). Contractor shall provide the County Contract Monitor a copy of the results of the physical examinations. Contractor shall provide Administrator with written certification from a licensed medical provider that each of its employees who performs services hereunder is free from contagious disease, has been immunized against common communicable diseases, and is physically capable to perform such services. Contractor shall have a plan for post exposure follow up of employees exposed to communicable diseases. The plan must be reviewed and approved by hospital Infection Control.

Medical records shall be made available for review upon the request of Contract Monitor.

4.5 Office of Inquiries and Complaints: Contractor shall maintain an office at some fixed place in Southern California and shall maintain a telephone there, which is listed in the telephone directory in Contractor's own name or in the firm name by which it is most commonly known, and shall, during the daily hours of maintenance operation have some responsible person(s), employed by Contractor, to take the necessary action regarding all inquiries and complaints that may be received from the Facility Designee, County personnel, patients or the public using the facilities. An answering service shall be considered an acceptable substitute to full time coverage, provided Contractor is advised of the complaint within (1) one hour of receipt of complaint by the answering service. During normal working hours a supervisor or employee of Contractor responsible for providing maintenance services shall be available for notification through radio communication.

Whenever immediate action is required to prevent impending injury, death or property damage to the facilities being maintained, County may, after reasonable attempt to notify Contractor, cause such action to be taken by County's work force and shall charge the cost as determined by County thereof against Contractor, or may deduct such cost from any amount due to Contractor from County.

Contractor shall maintain a written log of all complaints, the date thereof and the date action was taken pursuant thereto or the reason for non-action. The log of complaints shall be open to inspection by Facility Designee at all reasonable times.

All complaints shall be abated as soon as possible after notification; but in all cases within twenty-four (24) hours, to the satisfaction of Facility Designee. If any complaint is not abated within twenty-four (24) hours, Facility Designee shall be notified immediately of the reason for not abating the complaint followed by a written report to Facility Designee within five (5) days.

4.6 Safety: Contractor agrees to perform all work required hereunder in such a manner as to meet all acceptable standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all local, County, State or other legal requirements including but not limited to, full compliance with the terms of the applicable O.S.H.A. and CAL. O.S.H.A. Safety Orders at all times so as to protect all persons, including Contractor's employees, agents of County, vendors, members of the public or others from foreseeable injury, or damage to their property.

Contractor shall identify and immediately correct unsafe conditions on the premises, as well as any unsafe practices occurring thereon. During normal working hours Contractor shall immediately notify the Facility Designee of any emergency medical care for any member of the public who is in need thereof, because of illness or injury occurring on the premises. Contractor shall cooperate fully with County in the investigation

of any accidental injury or death occurring on the premises, including a prompt report thereof to the CEO within five (5) days.

4.7 Interpretation of Agreement and Specifications: Should any misunderstanding arise Director will interpret this Agreement. If Contractor disagrees with the interpretation of Director, he shall continue with the work in accordance with Director's interpretation. Within thirty (30) days after receipt of the interpretation, Contractor may file a written request with the Director for a hearing before a Dispute Review Panel as provided hereinbelow. The written request shall outline in detail the area of dispute.

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

5.0 MAINTENANCE AND INSPECTION:

5.1 Maintenance: The work to be done hereunder shall include Contractor's provision of all labor, materials, and equipment necessary for the provision of landscape maintenance at specified facility.

5.1.1 Contractor shall mow and edge turf areas, prune and trim shrubs and trees, provide weed control, irrigate, hand water, and operate manual and/or automatic irrigation systems, and other specific duties as set forth and designated in this Agreement.

5.1.2 In regard to the level of maintenance, all work shall be performed in accordance with the highest professional maintenance standards so as to maintain the aesthetic level of the facilities in the area. Standards may be modified from time to time as deemed necessary by Facility Designee for the proper maintenance of the facilities. The foregoing work shall be done in a thorough and professional manner under the direction of and to the satisfaction of Facility Designee.

5.1.3 Contractor shall not work or perform any operations during inclement weather, as determined by County, which may destroy or damage groundcover, or turf areas.

5.1.4 Contractor shall recognize that during the course of this Agreement other activities and operations may be conducted at the facility by County work forces and other Contractors.

These activities may include but not be limited to landscape refurbishment, irrigation system modification or repair, construction and storm related operations. Contractor may be required to modify or curtail certain operations and shall promptly comply with such requests by Facility Designee.

5.1.5 Contractor shall, during the hours and days of operation, respond to all emergencies within two (2) hours of notification.

5.1.6 Contractor Damage to County Property: All damage incurred to County's facilities as a result of Contractor's operation as determined by County shall be repaired or replaced at Contractor's expense. All such repairs or replacements shall be completed within the following time limits:

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

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

Failure by Contractor to comply with the noted time frames without prior notification and written approval of the Facility Designee, may result in County making Unsatisfactory Performance Deductions.

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

1.1 Trees - Minor damage such as bark lost from impact of mowing equipment shall be remedied by a qualified employee. If damage results in loss of a tree the damaged tree shall be removed and replaced.

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

5.1.8 Irrigation/Operation Maintenance:

a. Contractor shall hand water and provide the necessary equipment and materials including but not limited to, manual operation and/or bleeding of valves as required to sustain and prevent the loss of turf, trees, shrubs and groundcover.

b. Contractor shall maintain in an operational state at all times the irrigation system consisting of automatic controllers, control valves, gate valves, risers and sprinkler heads. All irrigation systems shall be inspected, tested and maintained in accordance with the specifications as set forth in Performance Work Statement.

c. Contractor shall provide personnel fully trained in all phases of landscape irrigation systems including but not limited to the operation, maintenance, adjustment and repair of such systems.

d. Complete piping replacement, replacement of the gate valves and automatic or manual controllers is not required of Contractor. Contractor may replace or repair leaking main and lateral irrigation lines automatic or manual control valves and gate valves. Such work will be considered "Other Work" and will be compensated as provided in Exhibit A, Performance Work Statement, Sub-Paragraph 3.3 (Other Work).

e. Contractor shall be responsible for the control of the irrigation systems during inclement weather conditions and shall limit the use of water concurrent with the weather situation to the satisfaction of the Facility Designee.

f. Contractor, during the daily hours of operation, shall correct malfunctioning irrigation systems and equipment within one (1) watering cycle of identification or following verbal notification from Facility Designee.

5.1.9 Scheduling: Five (5) days prior to performance of scheduled work, Contractor shall provide the Facility Designee a schedule of work to be performed for the designated facility on a weekly basis. The first schedule shall be submitted within ten (10) days after the effective date of this Agreement. Such work schedules shall identify the Routine Landscape Maintenance Services and Seasonal/Periodic Landscape Maintenance Services to be performed.

If the original schedule is altered or revised in any manner, such revisions shall be submitted to Facility Designee at least five (5) working days prior to scheduled time for the work.

5.2 Inspections: Contractor shall perform a maintenance inspection at least weekly during daylight hours of all areas where services are performed. Such inspection shall be both visual and operational. It shall include operation of all irrigation systems to check for proper condition and reliability.

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EXHIBIT B

California Department of Industrial Relations

# PUBLIC WORKS PAYROLL REPORTING FORM

PAGE ____ OF ____

NAME OF CONTRACTOR OR SUBCONTRACTOR | CONTRACTOR'S LICENSE # | SPECIALTY LICENSE # | ADDRESS

PAYROLL NO | FOR WEEK ENDING | SELF-INSURED CERTIFICATE # | WORKERS' COMPENSATION POLICY # | PROJECT OR CONTRACT NO | PROJECT AND LOCATION

| (1) NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE | (2) NO. OF WITHHOLDING EXEMPTIONS | (3) WORK CLASSIFICATION | | (4) DAY M | T | W | TH | F | S | S | (5) TOTAL HOURS | (6) HOURLY RATE OF PAY | (7) GROSS AMOUNT EARNED | | (8) DEDUCTIONS, CONTRIBUTIONS AND PAYMENTS | | | | | | | (9) NET WGS PAID FOR WEEK | CHECK NO |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | DATE | | | | | | | | | | | | | | | | | | | |
| | | | | HOURS WORKED EACH DAY | | | | | | | | | | | | | | | | | | | |
| | | | S | | | | | | | | | | THIS PROJECT | ALL PROJECTS | FED TAX | FICA (SOC SEC) | STATE TAX | SDI | VAC/HOL | HEALTH & WELF | PENSION | | |
| | | | O | | | | | | | | | | | | TRAING | FUND ADMIN | DUES | TRV/SUBS | SAVINGS | OTHER* | TOTAL DEDUCTIONS | | |
| | | | S | | | | | | | | | | THIS PROJECT | ALL PROJECTS | FED TAX | FICA (SOC SEC) | STATE TAX | SDI | VAC/HOL | HEALTH & WELF | PENSION | | |
| | | | O | | | | | | | | | | | | TRAING | FUND ADMIN. | DUES | TRV/SUBS | SAVINGS | OTHER* | TOTAL DEDUCTIONS | | |
| | | | S | | | | | | | | | | THIS PROJECT | ALL PROJECTS | FED TAX | FICA (SOC SEC) | STATE TAX | SDI | VAC/HOL | HEALTH & WELF | PENSION | | |
| | | | O | | | | | | | | | | | | TRAING | FUND ADMIN | DUES | TRV/SUBS | SAVINGS | OTHER* | TOTAL DEDUCTIONS | | |
| | | | S | | | | | | | | | | THIS PROJECT | ALL PROJECTS | FED TAX | FICA (SOC SEC) | STATE TAX | SDI | VAC/HOL | HEALTH & WELF | PENSION | | |
| | | | O | | | | | | | | | | | | TRAING | FUND ADMIN | DUES | TRV/SUBS | SAVINGS | OTHER* | TOTAL DEDUCTIONS | | |

S = Straight time
O = Overtime
SDI = State Disability Insurance

* OTHER - Any other deductions, contributions and/or payments whether or not included or required by prevailing wage determinations must be separately listed. Use extra sheet if necessary.

CERTIFICATION must be completed (see back)

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

EXHIBIT C

# EMPLOYEE'S ACKNOWLEDGMENT OF EMPLOYER

I understand that _____, is my sole employer for purposes of this employment.

I rely exclusively upon _____, for payment of salary and any and all other benefits payable to me or my behalf during the period of this employment.

I understand and agree that I am not an employee of Los Angeles County for any purpose and that I do not have and will not acquire any rights or benefits of any kind from County of Los Angeles during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer _____ and County of Los Angeles.

ACKNOWLEDGED AND RECEIVED:

NAME: _____

DATE: _____

NAME: _____
Print

Copy must be forwarded by CONTRACTOR to County's Chief Administrative Office, Worker's Compensation Division, Claims Section, 2615 South Grand Avenue, Los Angeles, California 90007

EXHIBIT D-1

## ROUTINE LANDSCAPE MAINTENANCE SERVICES FREQUENCY CHART

| ROUTINE LANDSCAPE MAINTENANCE SERVICES | FREQUENCY FOR CONTRACT YEAR |
|---|---|
| Mowing | 52 (Weekly) |
| Edging | 52 (Weekly) |
| Litter Control | 312 (Daily) |
| Weed Control | 52 (Weekly) |
| Raking | 52 (Weekly) |
| Pruning/Trimming | 12 (Monthly) |
| Irrigation/Operation & Maintenance | 52 (Weekly) |
| Interior Plants | N/A |

EXHIBIT D-2

**Hubert H. Humphrey Comprehensive Health Center**
ROUTINE LANDSCAPE MAINTENANCE SERVICES
STAFFING PATTERN FOR CONTRACT TERM
(HOURS PER CALENDAR MONTH)

| | Mowing | Edging | Litter Control | Weed Control | Interior Plants | Raking | Pruning/Trimming | Irrigation Operation & Maintenance | Total Hours Per Month |
|---|---|---|---|---|---|---|---|---|---|
| JAN. | 20 | 4 | 23 | 4 | N/A | 4 | 4 | 4 | 63 |
| FEB. | 20 | 4 | 23 | 4 | N/A | 4 | 4 | 4 | 63 |
| MAR. | 20 | 4 | 23 | 4 | N/A | 4 | 4 | 4 | 63 |
| APR. | 20 | 4 | 23 | 4 | N/A | 4 | 4 | 4 | 63 |
| MAY | 20 | 4 | 23 | 4 | N/A | 4 | 4 | 4 | 63 |
| JUN. | 20 | 4 | 23 | 4 | N/A | 4 | 4 | 4 | 63 |
| JUL. | 20 | 4 | 23 | 4 | N/A | 4 | 4 | 4 | 63 |
| AUG. | 20 | 4 | 23 | 4 | N/A | 4 | 4 | 4 | 63 |
| SEPT. | 20 | 4 | 23 | 4 | N/A | 4 | 4 | 4 | 63 |
| OCT. | 20 | 4 | 23 | 4 | N/A | 4 | 4 | 4 | 63 |
| NOV. | 20 | 4 | 23 | 4 | N/A | 4 | 4 | 4 | 63 |
| DEC. | 20 | 4 | 23 | 4 | N/A | 4 | 4 | 4 | 63 |

Total Hours Per Calendar Year 756

Total Hours of Non-Supervisory Employees Per Calendar Year 593

Total Hours of Supervisory Employees Per Calendar Year 163

EXHIBIT E

# PERFORMANCE REQUIREMENTS SUMMARY

## 1.0 Introduction

This Exhibit describes certain required services which shall be monitored by County during the term of this contract, and for which Contractor may be assessed deductions from the Basic Monthly Charge (Unsatisfactory Performance Deductions) if the service has not been satisfactorily provided. The listing at the end of this Exhibit identifies the areas to be inspected for determining Unsatisfactory Performance Deductions.

County expects a high standard of Contractor performance under this agreement. County will make every effort to work with Contractor to resolve any areas of difficulty. However, it is Contractor's responsibility to satisfactorily provide all the services in this Performance Work Statement, some of which are summarized in this Exhibit.

### 1.1 County Quality Assurance

Contractor performance shall be inspected each calendar month using County's Quality Assurance Monitoring Plan (QAMP).

1.1.1 County may use a variety of inspection methods to evaluate Contractor's performance. Methods of monitoring that may be used are one hundred (100) percent inspection of output items for routine landscape maintenance services at randomly sampled times. County's Quality Assurance

Evaluator (QAE) shall use a County Monitoring Checklist to carry out one hundred (100) percent inspections of Contractor on a random basis. During these inspections, the QAE will complete County Monitoring Checklist on a weekly basis and determine each calendar month if Contractor has achieved at least eighty (80) percent of the total points possible for routine landscape maintenance services performed.

1.1.2 Consumer complaints may be used by County as a monitoring method to measure consumer satisfaction with Contractor's services.

1.2 Criteria For Acceptable and Unacceptable Performance

Performance of the listed services to be inspected weekly is considered acceptable when Contractor has achieved at least (80%)eighty percent of the total points possible for routine landscape maintenance services performed. When the performance is unacceptable, the QAE shall complete a Contract Discrepancy Report (CDR). The CDR requires Contractor to explain in writing why performance was unacceptable, how performance shall be returned to an acceptable level, and how recurrence of the problem shall be prevented. Unacceptable service performance may result in Unsatisfactory Performance Deduction(s) as described in Section 1.4 below. The Facility Designee shall evaluate Contractor's explanation

on the CDR, and if the Facility Designee determines, in his sole discretion, that the particular defective performance for the particular service was caused by accident, strike, or similar occurrence beyond the control and without the fault or negligence of Contractor, then the Facility Designee may decline to assess the Unsatisfactory Performance Deduction.

1.3 Remedy of Defects

Notwithstanding a finding of unsatisfactory service performance and imposition of Unsatisfactory Performance Deduction, Contractor must, as soon as possible, remedy any and all defects in the provision of services, and, as deemed possible or feasible by the Facility Designee, perform such services again at an acceptable level.

1.4 Unsatisfactory Performance Deductions

A point system shall be used to determine the amount of Unsatisfactory Performance deductions to be assessed when performance is less than the Acceptable Quality Level. The primary method shall be used for determining the monthly level of service provided will be regular inspections utilizing a County Monitoring Checklist. Unsatisfactory performance shall be based upon the overall level of service provided each calendar month. The Acceptable Quality Level for each month shall be eighty (80%) percent of the maximum number of points available according to the Monitoring Checklist, and shall be determined by taking the average of

Contractor's weekly scores (i.e., adding the weekly Monitoring Checklist scores and dividing the total by the number of Monitoring Checklists for that month). When performance is less than acceptable level described in Section 2.1, Contractor shall be assessed Fifty Dollars ($50) for unsatisfactory performance. When deficiencies occur, a follow-up inspection will be made at the end of one week. If, upon the follow-up inspection, an overall eighty percent is not achieved, an additional deduction of Fifty Dollars ($50) shall be assessed. This follow-up inspection and Fifty Dollar ($50) deduction process shall occur weekly until the deficiencies are corrected as described above. In no case, however, shall the unsatisfactory performance deduction for any individual required service listed in the PRS chart to this exhibit exceed the percentage indicated in the PRS chart.

ROUTINE LANDSCAPE INSPECTION CHECKLIST (SAMPLE)
LANDSCAPE MAINTENANCE SERVICES AGREEMENT #_____

Facility: HUBERT H. HUMPHREY COMPREHENSIVE HEALTH CENTER

INSPECTION DATE: **January 9, 200x**
AREAS INSPECTED: **Southwest parking lot, northeast lawn, northwest garden**

**Instructions:** Columns A and B list certain required Agreement Services and the service standards to measure performance. Column C contains the maximum number of points that can be earned for each service standard.

County's monitor shall inspect County's landscape areas to be maintained under the Agreement. Enter in Column D the number of points earned that best reflects the quality of completed work for each respective standard.

The maximum number of points that can be earned for all standards is 35; Contractor must earn at least the Acceptable Quality Level(AQL) of 28 points to be in compliance (AQL = 35 X 80% = 28).

The facility may assess Contractor an Unsatisfactory Performance Deduction, for each point below the AQL.

| A. | B. | C. | D. | E. |
|---|---|---|---|---|
| REQUIRED SERVICE | SERVICE STANDARD (SS) | MAX. PTS | POINTS EARNED | PT. CRITERIA |
| **Mowing** | 1. Evenly mowed without scalping; | 3 | 3 | ss 1 met |
| | 2. All grass clippings collected and removed on same day; and | 1 | 0 | ss 2 met |
| | 3. Walkway cleaned after mowing. | 1 | 1 | ss 3 met |
| | Total | 5 | 4 | |
| **Edging** | 1. Turf edges uniformly edged; | 2 | 2 | ss 1 met |
| | 2. Flower beds and ground cover areas are free of grass invasions; | 1 | 0 | ss 2 met |
| | 3. Turf around sprinklers, valve boxes, meter boxes trimmed; and | 1 | 0 | ss 3 met |
| | 4. Grass growth limited to 18 Inches from trunks of trees and shrubs. | 1 | 0 | ss 4 met |
| | Total | 5 | 2 | |

| A. | B. | C. | D. | E. |
|---|---|---|---|---|
| REQUIRED SERVICE | SERVICE STANDARD (SS) | MAX. PTS | POINTS EARNED | PT. CRITERIA |
| **Litter Control** | 1. Litter free landscaped areas. | 5 | 4 | ss 1 met |
| | Total | 5 | 4 | |
| **Weed Control** | 1. Walkways and driveways free from weeds; | 2 | 2 | ss 1 met |
| | 2. Parking lots free from weeds; and | 1 | 0 | ss 2 met |
| | 3. Planters/flower beds free from weeds. | 2 | 0 | ss 3 met |
| | Total | 5 | 2 | |
| **Raking** | 1. Turf raked of accumulated leaves; | 3 | 3 | ss 1 met |
| | 2. Planters/flower beds raked of accumulated leaves; and | 1 | 0 | ss 2 met |
| | 3. Raked leaves removed. | 1 | 1 | ss 3 met |
| | Total | 5 | 4 | |
| **Pruning/ Trimming** | 1. Seven foot vertical clearance of all branches overhanging walks; | 1 | 1 | ss 1 met |
| | 2. 14 foot vertical clearance for branches overhanging beyond roadway curbs; | 1 | 1 | ss 2 met |
| | 3. Trimming wounds inch and over painted after trimming; | 1 | 1 | ss 3 met |
| | 4. Clippings from pruned/trimmed trees/ shrubs are removed when work is completed; | 1 | 1 | ss 4 met |
| | 5. Dead, diseased, and unsightly branches, vines, plants or other growth removed. | 1 | 0 | ss 5 met |
| | Total | 5 | 4 | |
| **Irrigation/ Operation and Maintenance** | 1. All landscaped areas properly watered - no dry areas; | 2 | 2 | ss 1 met |
| | 2. Irrigation system operational; and | 2 | 1 | ss 2 met |
| | 3. No excessive water runoff. | 1 | 1 | ss 3 met |
| | Total | 5 | 4 | |

MONITORING CHECKLIST (SAMPLE)

LANDSCAPE MAINTENANCE SERVICES AGREEMENT #_____

Facility: HUBERT H. HUMPHREY COMPREHENSIVE HEALTH CENTER

**Inspection Date: January 9, 20xx**

**Instructions:** Complete lines 1, 3, and 5 by following the formula outlined in the table below to determine if Contractor's performance is below the AQL and subject to Unsatisfactory performance Deductions.

| | | |
|---|---|---|
| 1 | Total Points Earned | 26 |
| 2 | Less: AQL Points | (28) |
| 3 | Points Subject To Unsatisfactory Performance Deduction (Line 1 minus Line 2) | 2 |
| 4 | Unsatisfactory Performance Deduction For Each Point Below The AQL | $50.00 |
| 5 | Total Dollar Unsatisfactory Performance Deduction Fees (Line 3 Times Line 4) | $100.00 |

**Note:** If calculation of Line 1 minus Line 2 results in a positive number, enter "zero" in Line 3, otherwise enter the negative number.

**Prepared By:**_____ **Date Prepared:**_____

PERFORMANCE REQUIREMENTS SUMMARY
ROUTINE LANDSCAPE MAINTENANCE SERVICES

| REQUIRED SERVICE | SERVICE INDICATOR | SERVICE STANDARDS | ACCEPTABLE QUALITY LEVEL (AQL) | COUNTY METHOD OF MONITORING | UNSATISFACTORY PERFORMANCE DEDUCTION FROM BASIC MONTHLY CHARGE FOR NOT REACHING THE AQL |
|---|---|---|---|---|---|
| 1. Mowing | Evenly mowed | See Exhibit A (Performance Work Statement) and Exhibit F (Specifications) | * | Periodic 100 percent inspection by use of a Monitoring Checklist; Consumer Complaints | ** |
| 2. Edging | Landscaped areas edged | Same as above | * | Same as above | ** |
| 3. Litter Control | Litter free landscaped areas | Same as above | * | Same as above | ** |
| 4. Weed Control | Weeds eliminated from cultivated and non-cultivated areas | Same as above | * | Same as above | ** |
| 5. Raking | Absence of leaves and debris from landscaped areas. | Same as above | * | Same as above | ** |
| 6. Pruning/ Trimming | Hedges trimmed, trees pruned to appropriate shape and height | Same as above | * | Same as above | ** |
| 7. Irrigation/ Operation and Maintenance | Properly working irrigation system, no excessive runoff; no dry areas | Same as above | * | Same as above | ** |

a. The Acceptable Quality Level of service for each calendar month shall be 80% of the maximum points available per calendar month according to the Monitoring Checklist.

** Contractor may be assessed Fifty Dollars ($50) for unsatisfactory performance for each point per calendar month below the Acceptable Quality Level.

# SPECIFICATIONS STATEMENT OF WORK

## HUBERT H. HUMPHREY COMPREHENSIVE HEALTH CENTER

1.0 ROUTINE LANDSCAPE MAINTENANCE SERVICES

1.1 MOWING:

1.1 Contractor shall perform mowing operations in a professional manner that ensures a smooth surface appearance without scalping.

1.1.2 Contractor shall set mowing heights to be not less than three-fourths (3/4) inch for all turf areas. Mowing height may be set as high as one and one-half (1 1/2) inches with one (1) inch being considered normal. Mowing heights may vary for special events and conditions as determined by the Contract Coordinator. Mower adjustments shall be made and measured on a flat paved surface. Mowing heights may vary for special events and conditions.

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

1.1.4 Walkways shall be cleaned immediately following each mowing.

1.2 EDGING:

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

1.2.2 When designed edges exist in flower beds, these edges shall be kept clean, sharp, well defined and free of weeds and grass invasion.

1.2.3 All turf edges including, but not limited to, sidewalks, flush paved areas such as patios, drives, curbs, etc., shrub beds, flower beds, groundcover beds and around the base of trees shall be edged to a neat and uniform line at all times.

1.2.4 The edge of turf shall be maintained in a trimmed or limited condition around all sprinklers (to provide maximum water coverage), valve boxes, meter boxes, backflow devices and other obstacles.

1.2.5 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.

1.2.6 Mechanical Edging: 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. All walkways shall be cleaned immediately following each mechanical edging.

1.2.7 Chemical Edging:

1.2.7.1 Chemical application may be used in and around areas such as planters, areas adjacent to buildings, trees, fence lines, sprinkler heads, etc. Prior to application of chemicals,

all areas shall be trimmed to proper mowing height. Chemicals shall be applied in a manner to limit drift to six (6) inches. Precautionary measures shall be employed since all areas will be open for public access during application.

1.2.7.2 Linear chemical edging of turf boundaries may be performed in a manner that ensures a defined turf edge and limits its encroachment into beds or across boundaries where it is impractical to edge mechanically. A twelve (12) inch barrier width shall be considered normal.

1.2.7.3 Chemical detailing of sprinkler heads, valve boxes, meter boxes, and similar small obstacles in turf areas may be performed in a manner that ensures operability, ease of location or a clean appearance. A clearance of no less than six (6)inches or more than seven (7) inches shall be maintained.

1.3 LITTER CONTROL:

1.3.1 Litter control includes the removal of all paper, glass, trash, undesirable materials, siltation and other accumulated debris within the landscaped areas to be maintained including, but not limited to, walkways, between and around planted areas, parking lots, steps, planters, drains and catch basins. Litter control shall be performed daily as follows:

| FACILITY:<br>**H. H. Humphrey CHC** | 1st Time | 2nd Time |
|---|---|---|
| Monday - Saturday | 9:00 a.m. | 2:00 p.m. |

1.3.2 Contractor shall be required to remove all trash, clippings, and any other debris which results from its maintenance services and such material shall be hauled to a disposal site approved by the Facility Designee.

1.4 WEED CONTROL:

1.4.1 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.

1.4.2 Methods for removal of weeds can incorporate one (1) or all three (3) of the following:

- Hand Removal
- Cultivation
- Chemical Eradication

1.4.3 All grasslike weeds, morning glory or vineweed types, ragweed or other underground spreading weeds shall be kept under strict control.

1.4.4 All weeds and grass shall be eliminated from walkways, curbs and gutter expansion joints, driveways, parking lots, patios and drainage areas.

1.4.4.1 Flower Beds - 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.

1.4.5 Contractor shall apply herbicide per manufacturer's recommendation.

1.4.6 Weeds treated with a contact weed chemical shall be left in place for a minimum of seven (7) days. If kill is not complete, a second application shall be applied.

1.4.7 Weeds treated using a systemic chemical shall be left in place per manufacturer's recommendation. If kill is not complete by the time specified in the manufacturer's recommendation, a second application shall be applied.

1.4.8 After complete kill all dead weeds shall be removed from area.

1.5 RAKING :

Contractor shall remove accumulation of leaves from all landscaped areas including but not limited to beds, parking lots, walkways, planters, and turf areas under trees and removed from the area.

1.6 PRUNING/TRIMMING:

1.6.1 Clearance: All trees shall be pruned 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.

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

1.6.3 Trim designated hedges to maintain formal hedges and topiary work.

1.6.4 Remove all clippings the same day that plant materials are pruned or trimmed.

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

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

1.6.6.1 Groundcover: Contractor shall remove all dead, diseased and unsightly branches, vines or other growth. All groundcover areas shall be pruned to maintain a neat edge along planter box walls. Any runners that start to climb buildings, shrubs or trees shall be pruned out of these areas.

1.6.6.2 Flower Beds: Contractor shall promptly remove and dispose of any and all diseased plants from all beds. Broken, damaged or unsightly flowers or plant parts are to be removed promptly. With such display type blooms as floribunda roses, dahlias, etc., spent blooms are to be removed regularly when they become unsightly.

1.7 IRRIGATION/OPERATION AND MAINTENANCE:

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

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

1.7.2.1 Adjusting and setting of the automatic controller to establish frequency and length of watering period.

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

1.7.2.3 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.

1.7.2.4 Watering shall be regulated to avoid interference with any use of the facility's, roadways, paving or walks.

1.7.2.5 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.

1.7.2.6 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.

1.7.2.7 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.

1.7.2.8 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.

1.7.2.9 Contractor shall be responsible for operation of automatic controllers, valves, and sprinkler heads in

managing the overall irrigation water delivery system of the area. All irrigation systems shall be regularly inspected and tested in accordance with the specifications specified herein.

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

1.7.2.11 Contractor is responsible, each year for performing the following tasks:

a. Setting, scheduling and monitoring all irrigation controllers.
b. Inspecting and reporting of irrigation system status.
c. Adjusting and cleaning of sprinkler heads.
d. Repairing or replacing of sprinkler heads having a one-half (1/2) inch inlet.
e. Locating and documenting malfunctioning and/or inoperable sprinkler heads having a tree-

fourth (3/4) inch or larger inlet. Removing such heads, and replacing same with heads as provided by, and as instructed by, the Facility Designee.

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

g. Providing replacements of all risers and swing joints ue to normal wear, vandalism and third party negligence.

h. Providing 1" x 1" x 1/4" inch angle iron, thirty (30) inches in length for supporting risers on slopes and in beds.

i. Providing 1/2" worm drive bands for securing risers to stakes.

j. Flushing irrigation pipelines.

k. Replacement of valve box covers due to normal wear, vandalism and third party negligence.

l. Contractor shall confer with the Facility Designee regarding the need for replacement or relocation of inoperable sprinkler heads. County may require Contractor, at no additional cost, to relocate the inoperable sprinkler head(s) to those areas within the facility identified by the Facility Designee.

1.7.2.12 County is responsible for the repair and/or replacement of the following items of the irrigation system: quick couplers, automatic valves, gates valves, valves, pumps, automatic controllers and backflow devices. Contractor shall notify Facility Designee, of any damaged or inoperable components identified above, indicating the problem, size and type of problem irrigation equipment.

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

1.7.2.14 Contractor may be required to replace or repair leaking irrigation mains, lateral irrigation lines, gate valves, valves, pumps, automatic controller and backflow devices. Such work shall be considered Other Work and shall be compensated as provided in Exhibit A (Performance Work Statement For Landscape Maintenance Services), Paragraph 3.0 (Billing and Payment), Subparagraph 3.3, (Other Work).

1.8 IRRIGATION SYSTEM OPERABILITY AND TESTING (Irrigation/ Operation and Maintenance):

1.8.1 In order to insure 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 and report any damage or incorrect operation to the Facility Designee.

1.8.2 During the testing Contractor shall:

1.8.2.1 Adjust all sprinkler heads for correct coverage, to prevent excessive runoff and/or erosion and to prevent watering of roadways, sidewalks, hard surface areas and private property.

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

1.8.2.3 Replace or repair inoperable irrigation equipment.

1.8.2.4 All system malfunctions, damage and obstructions shall be recorded, reported to the Facility Designee and corrective action taken.

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

1.8.2.6 Repair or replace malfunctioning sprinkler heads within (1) one watering cycle.

1.8.2.7 Correct malfunctioning irrigation systems and equipment within two (2) hours of identification or following verbal notification.

1.8.2.8 Control the irrigation system during inclement weather conditions and limit the use of water concurrent with the

weather situation to the satisfaction of the Facility Designee.

1.8.2.9 Flushing of the irrigation lines of grit and gravel shall be done by removing the last head on each lateral and operating the system until those materials are expelled.

1.9 USE OF CHEMICALS:

1.9.1 All work involving the use of chemicals shall be in compliance with all Federal, State and local laws and will be accomplished by or under the direction of a State of California Licensed Pest Control Operator.

1.9.2 Contractor shall submit listing of proposed fertilizer/micro nutrients and chemicals to include commercial name, application rates and type of usage to the Facility Designee for approval at the commencement of the contract. No work shall begin until written approval of use is obtained from the Facility Designee.

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

1.9.4 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.

1.9.5 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 Designee five (5) days prior to intended chemical usage.

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

1.9.7 Contractor shall give Facility Designee twenty-four (24) hour notification of use of chemicals for landscape areas.

1.10 INTERIOR PLANTS:

Contractor shall provide and maintain interior plants specified by Facility Designee. This includes, but is not limited to, watering, maintaining aesthetic quality, and replacement of plants, as needed or requested by Facility Designee. Contractor shall provide all materials approved by Facility Designee required to accommodate interior plants, including but not limited to, pots an protective screens.

2.0 SPECIFICATIONS FOR SEASONAL/PERIODIC LANDSCAPE MAINTENANCE SERVICES

2.1 VERTICAL MOWING:

2.1.1 Contractor shall vertical mow to remove thatch in turf areas, to encourage healthy growth and to maintain acceptable appearance.

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

2.1.3 Sweep or rake dislodged thatch from turf areas and remove from the facility.

2.2 FERTILIZATION (Per Application):

2.2.1 Application of the fertilizer shall be done in sections, determined by the areas covered by each irrigation system. All areas fertilized shall be thoroughly soaked immediately after fertilization.

2.2.2 Trees - Contractor shall apply fertilizer within the dripline to provide healthy color. Fertilizer should be inorganic and granular in form with trace elements.

2.2.3 Shrubs/Groundcover - Contractor shall apply fertilizer to provide a healthy color in all shrubs. Foliar feeding may be used if applicable. Fertilizer should be inorganic and granular in form with trace elements.

2.2.4 Turf - All turf area shall receive not less than one (1) pound of actual available nitrogen in a balanced fertilizer form for each one thousand (1,000) square feet of turf area. All fertilizer shall be inorganic and granular.

2.3 SHRUB/TREE CARE/PRUNING:

Contractor shall be responsible for the care and pruning of all trees that currently exist or will exist at the facility. If Contractor recommends that a particular tree does not require pruning during a contract year, then

Facility Designee may take that recommendation into consideration. However, if Facility Designee does not agree with Contractor's recommendation, then Contractor shall prune the tree.

Contractor shall prune trees with the intent of developing structurally sound trees, symmetrical in appearance with the proper vertical and horizontal clearance as follows:

2.3.1 All trees shall be trimmed, shaped and thinned. Under no circumstances shall hedge shears be used as a means of pruning trees.

2.3.2 All dead and damaged branches and limbs shall be removed at the point of breaking.

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

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

2.3.5. All trees shall be pruned and maintained at clearance levels described in Section 1.0 (Routine Landscape Maintenance Services), Paragraph 1.6 (Pruning/Trimming), Subparagraph 1.6.1 (Clearance) of this Exhibit.

2.3.6 Pruning Procedures:

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

2.3.6.2 All limbs 1 1/2" or greater in diameter shall be undercut to prevent splitting.

2.3.6.3 All limbs shall be lowered to the ground using a method which prevents damage to the remaining limbs.

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

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

2.3.6.6 Climbing spurs shall not be used.

2.3.7 Pruning Criteria:

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

2.3.7.2 All trees shall be pruned for vertical and horizontal clearance.

2.3.7.3 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 to twenty (24) four inch spacing.

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

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

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

2.3.7.7 No stubs will be permitted.

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

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

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

2.3.7.11 All trees which are downed by either natural or unnatural causes, shall be removed and hole backfilled to grade.

2.3.8 Scheduled Pruning:

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

2.3.8.2 All recommended pruning shall be scheduled and performed to all trees on the Facility.

2.3.8.3 Pruning schedules shall not exceed two (2) weeks. Extended periods may be allowed at the discretion of the Facility Designee.

2.3.8.4 Rescheduling is at the discretion of the Facility Designee. Facility Designee shall notify Contractor at least five (5) working days prior to reschedule pruning.

2.3.8.5 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.

2.3.8.6 Parking lots and stalls shall not be blocked without prior arrangements with the Facility Designee.

2.3.9 Staking and Tying:

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

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

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

2.3.9.4 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.

2.3.10 Criteria For Staking and Tying:

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

2.3.10.2 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).

2.3.10.3 Stakes will be placed eight (8) inches from the trunk of the tree.

2.3.10.4 Stakes and ties will be placed so no chafing of bark occurs.

2.3.10.5 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.

2.4 CULTIVATION:

Contractor shall cultivate beds and planter areas once every two (2) weeks or as needed 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.

2.5 RODENT CONTROL:

Contractor shall maintain all areas free of rodents including but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, groundcover, trees and irrigation systems.

2.6 TURF RESEEDING:

2.6.1 Contractor shall provide labor and materials for over seeding once a year. Over seeding must commence no later than October 1 and be completed within three (3) weeks of commencement. Seeds used for over seeding shall be perennial rye or perennial fescue. The topping shall be nitrogen added to redwood sawdust. Personnel used for over seeding shall not be part of the Routine Landscape Maintenance Services crew.

2.6.2 Contractor shall over seed all damaged, vandalized or bare areas to re-establish turf to an acceptable quality compatible to that of existing turf.

2.6.3 Areas to be over seeded will be seeded at the rate of application recommended to maintain a good appearance.

2.7 RENOVATION-TURF:

2.7.1 Contractor shall renovate turf to the soil line and remove all excessive thatch.

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

2.7.3 Areas to be over seeded will be seeded utilizing blends or mixtures at the rate application as required to maintain a good appearance.

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

2.8 DISEASE/INSECT CONTROL:

2.8.1 Contractor shall 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.

2.8.2 The Facility Designee shall be notified immediately of any disease, insects or unusual conditions that may develop.

2.8.3 A disease control program to prevent all common disease from causing serious damage shall be provided on an as needed basis. Disease control shall be achieved utilizing materials and rates recommended by a licensed California Pest Control Advisor.

2.8.4 An insect control program to prevent all common insects from causing serious damage shall be provided on an as needed basis. Insect control shall be achieved utilizing materials and

rates recommended by a licensed California Pest Control Advisor.

2.9 AERIFICATION:

Contractor shall aerate all turf by using a device that removes cores to a depth of two (2) inches at not more than six (6) inches on center.

2.10 GENERAL

2.10.1 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. Plans 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 Designee.

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

2.10.3 Quality: Plants shall be sound, healthy, vigorous, free from plant disease, insect pests 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.

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

2.10.5 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. They must be sturdy enough to stand safely without staking.

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

2.10.7 All trees permanently damaged by any means will be replaced with the identical species of tree existing previously, unless otherwise notified in writing by the Facility Designee. Size of the replacement shall be of like size not to exceed twenty-four (24) inch box specimen container size. The need for and the size of replacement will be determined by the Facility Designee.

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

EXHIBIT G

CONTRACTOR LINE ITEM BUDGET

ROUTINE/SEASONAL AND PERIODIC LANDSCAPE MAINTENANCE SERVICES

FACILITY: Hubert H. Humphrey Comprehensive Health Center

| I. ROUTINE LANDSCAPE MAINTENANCE COST | |
|---|---|
| DIRECT COSTS | BUDGET COSTS |
| - Labor (Management/Staffing) | |
| Salaries and Wages | $7,700 |
| Employee Benefits (1) | $200 |
| Health Insurance (1) | $200 |
| **Subtotal Labor** | $8,100 |
| - Services and Supplies (S&S) | |
| Supplies | $600 |
| Materials (Consumables) | $200 |
| Other S&S (specify) | $0 |
| **Subtotal Services and Supplies** | $800 |
| - Equipment (2) | $0 |
| New | $300 |
| Lease | $0 |
| Installation (if any) | $0 |
| Other (specify) | $0 |
| **Subtotal Equipment** | $300 |
| - Other Direct Costs (3) | |
| Utilities | $300 |
| Maintenance | $300 |
| Alterations and Repairs (if any) | $0 |
| Other (specify) | $0 |
| **Subtotal Other Direct Costs** | $600 |

# CONTRACTOR LINE ITEM BUDGET

## ROUTINE/SEASONAL AND PERIODIC LANDSCAPE MAINTENANCE SERVICES

FACILITY: Hubert H. Humphrey Comprehensive Health Center

| | |
|---|---|
| - Start Up Costs (3) | $0 |
| **Total Direct Costs** | $9,800 |
| **I. ROUTINE LANDSCAPE MAINTENANCE COST (CONTINUED)** | |
| **INDIRECT COSTS (2)** | |
| - General and Administrative (Overhead) | $2,700 |
| - Management Support Costs, if applicable | $0 |
| - Gross Profit/Fee | $1,468 |
| - Other (specify) | $0 |
| **Total Indirect Costs** | $4,168 |
| **GRAND TOTAL DIRECT AND INDIRECT COST** | $13,968 |
| Annual Fixed Reimbursement Amount (AFRA) | $13,968 |
| Basic Monthly Charge (AFRA divided by 12) | $1,164 |
| **II. TOTAL MAXIMUM SEASONAL/PERIODIC LANDSCAPE MAINTENANCE SERVICES COST** | $7,110 |
| **III. TOTAL MAXIMUM CONTRACT COST PER YEAR** | $21,078 |

(1) Attach a separate sheet listing the employee benefits paid by contractor the percentage contributed (or rate) and the employees eligible to receive offered benefits.

(2) The costs of any equipment to be acquired by Contractor by purchase or lease shall be depreciated fully on a straight line basis over the period from the date of acquisition by Contractor to and including the expiration date any resultant contract. Only the first contract year costs, i.e., 12 months of depreciation (equipment) should be shown on the Line Item Budget.

(3) List each cost item on a separate line. If there is not enough space on this sheet, attach a separate page for the remaining line items.

(4) County reserves the option to provide Seasonal/Periodic Landscape Maintenance services under this contract from another vendor.

SEASONAL/PERIODIC LANDSCAPE MAINTENANCE SERVICES
AND OTHER WORK
**Contract Period: July 1, 2003 - June 30, 2008**

**FACILITY**: Hubert H. Humphrey Comprehensive Health Center

| **I. SEASONAL/PERIODIC LANDSCAPE MAINTENANCE SERVICES** | | | | |
|---|---|---|---|---|
| | **FIRST YEAR** | | | |
| TASKS | Frequency | Staff Hours Per Frequency | Cost Per Frequency | Maximum Total Cost (12 Month Period) |
| Cultivation | 12 | 4 | $80 | $960 |
| Renovation - Turf | 1 | 4 | $200 | $200 |
| Turf - Reseeding | 1 | 2 | $150 | $150 |
| Shrub/Tree Care/Pruning | 1 | 100 | $3000 | $3,000 |
| Aerification | 3 | 2 | $150 | $450 |
| Vertical Mowing | 1 | 2 | $150 | $150 |
| Fertilization | 4 | 2 | $150 | $600 |
| Disease/Insect Control | 4 | 2 | $100 | $400 |
| Rodent Control | 12 | 2 | $100 | $1,200 |
| | | | | $7,110 |

| **II. OTHER WORK** | |
|---|---|
| **CLASSIFICATION** | **HOURLY RATE (INCLUDES PROFIT AND OVERHEAD)** |
| Pest Control Operator | $55 |
| Irrigation Specialist | $45 |
| Landscape Maintenance Laborer | $25 |

EXHIBIT I

# LIVING WAGE PROGRAM ORDINANCE

## Title 2 ADMINISTRATION

Chapter 2.201 LIVING WAGE PROGRAM

2.201.010 Findings

2.201.020 Definitions

2.201.030 Prospective effect

2.201.040 Payment of living wage

2.201.050 Other provisions

2.201.060 Employer retaliation prohibited

2.201.070 Employee retention rights

2.201.080 Enforcement and remedies

2.201.090 Exceptions

2.201.100 Severability

### 2.201.010 Findings.

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

    a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of 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 contract and/or one or more cafeteria services contract; 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 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. (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 County of no less than the hourly rates set under this chapter. The rates shall be $8.32 per hour with health benefits, or $9.46 per hour without health benefits.

B. To qualify for the living wage rate with health benefits, an employer shall pay at least $1.14 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 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 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 subsection A and B of this section, above for future contracts. (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 County the necessity to use non-full time employees based on staffing efficiency or 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 provision 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 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 County Chief Administrative Officer, or to County Auditor Controller, or to 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 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 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 employers 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. 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, not to exceed three years. (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 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 revenue 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 revenue 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 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

# COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM

## APPLICATION FOR EXEMPTION AND CERTIFICATION FORM

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exemption from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is exempt from the Program.

| | | |
|---|---|---|
| Company Name: | | |
| Company Address: | | |
| City: | State: | Zip Code: |
| Telephone Number: | ( ) | |
| Solicitation For ( Type of Goods or Services): | | |

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

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

☐ My Business does not meet the definition of "contractor", as defined in the Program as it has not received an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exemption is not available if the contract/purchase order itself will exceed $50,000). I understand that the exemption will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of $50,000 in any 12-month period.

☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are $500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

**"Dominant in its field of operation"** means having mor than ten employees, including full-time and part-time employees, and annual gross revenues int eh preceding twelve months, which, if added to the annual amount of the contract awarded, exceed $500,000.

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

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

**OR**

**Part II: Certification of Compliance**

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

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

| | |
|---|---|
| Print Name: FRED DODGE | Title: SALES MANAGER |
| Signature: | Date: 5/14/03 |

EXHIBIT K

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 administrative 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 administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

**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,

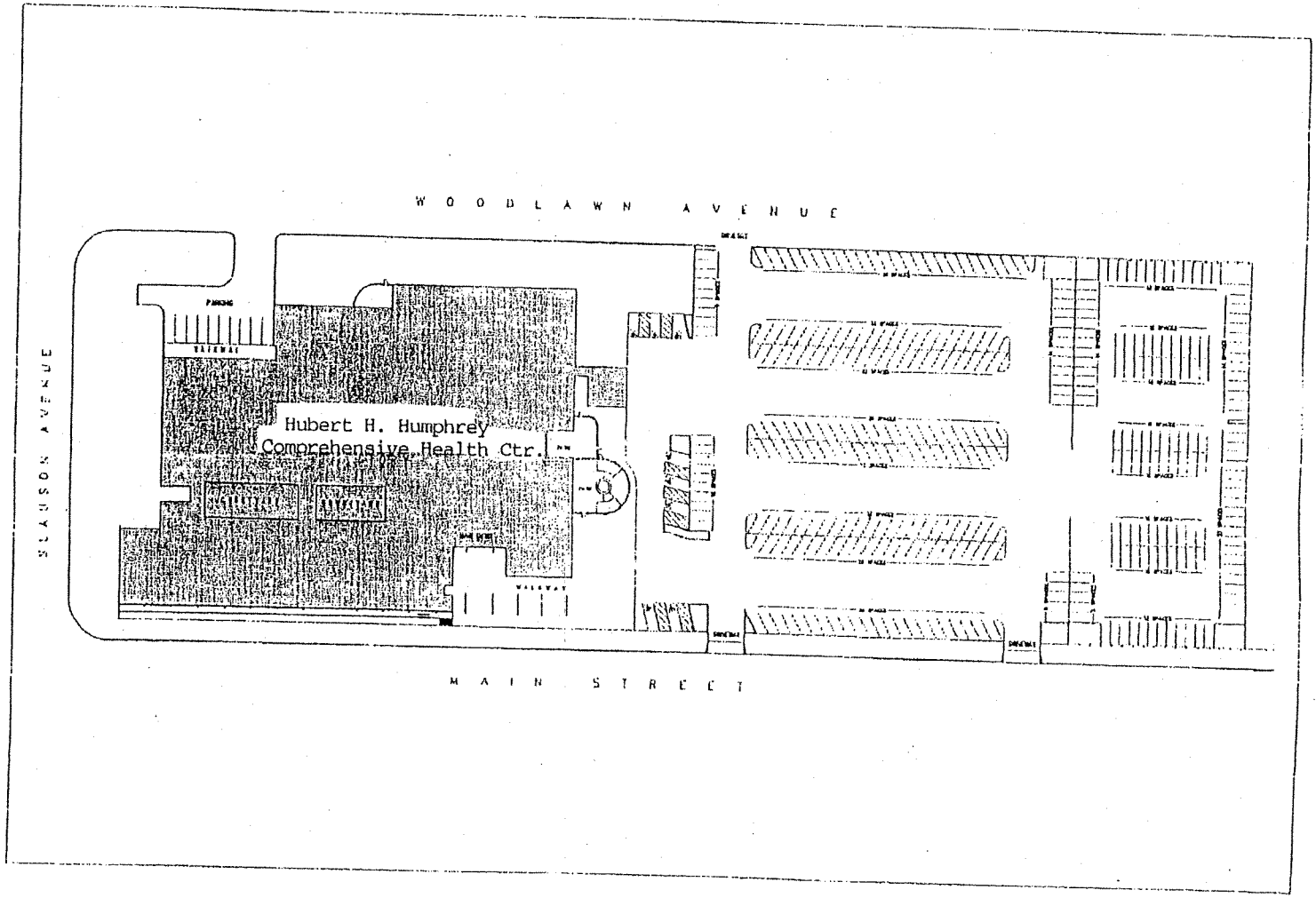
3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"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.




HUBERT H. HUMPHREY HEALTH CENTER - SITE PLAN

5850 S. MAIN STREET LOS ANGELES

2000 MEDICAL PLANNING SERVICES STUDY

EXHIBIT L

*Certainly we would prefer that women seek help while they are pregnant, not after giving birth, to receive proper medical care and counseling. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in a hospital emergency room.*

**The California Safely Surrendered Baby Law:**

Allows a distressed birth parent(s) to legally, confidentially, and safely surrender their baby

Provides a safe place for babies

Protects the parent(s) from arrest or prosecution for abandonment as long as the baby has not been abused or neglected

Does not require that names be given when the baby is surrendered

Permits parents to bring a baby within 3 days of birth to any hospital emergency room in California

**In California, no one ever has to abandon a child again.**

**State of California**
Gray Davis, Governor
**Health and Human Services Agency**
Grantland Johnson, Secretary
**Department of Social Services**
Rita Saenz, Director

PUB 438 (8/02)

# no shame.
# no blame.
# no names.

## now there's a way to safely surrender your baby

### What is the Safely Surrendered Baby Law?

It's a new law. Under this law, a person may surrender their baby confidentially. As long as the baby has not been abused or neglected, the person may do so without fear of arrest or prosecution.

### How does it work?

A distressed parent who is unable or unwilling to care for an infant can legally, confidentially and safely surrender their baby within 3 days of birth. All that is required is that the baby be brought to a hospital emergency room in California. If there are additional places, they will be listed on the back of this brochure. As long as the child shows no signs of abuse or neglect, no name or other information is required. A bracelet will be placed on the baby for identification. A matching bracelet will be given to the parent. The bracelet will help connect the parent to the baby if the parent wants the baby back.

### Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows another person to bring in the baby if they have legal custody.

### Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week.

### Does a parent have to tell anything to the people taking the baby?

No. Nothing is required. However, hospital personnel will give the parent a medical information questionnaire that is designed to gather family medical history. This could be very useful in caring for the child but it is up to the parent to complete it.

### What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a foster or pre-adoptive home.

### What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

### What if a parent wants the baby back?

The parent(s) may take the bracelet back to the hospital. Hospital personnel will provide information about the baby.

### Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being hurt or killed because they were abandoned.

You may have heard tragic stories of babies left in dumpsters or public toilets. The persons who committed these acts 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 nowhere to turn for help, they abandoned their infants.

Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

### The Eighteenth Safely Surrendered Baby in California

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law.

This baby was the eighteenth child protected under California's Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed in a foster home for short-term care while the adoption process was started.

---

**Every baby deserves a chance for a healthy life. If you or someone you know is considering giving up a child, learn about your options.**

---

# Los Angeles County Safely Surrendered Baby Hotline

# (877)BABY SAFE

## Toll Free (877) 222-9723

- Call for Information on How to Safely Surrender a Newborn Infant Under the Safely Surrendered Baby Law
- Referrals Provided to Designated Safe Haven Sites
- Referrals Provided to Other Support Services

- Guaranteed Confidentiality
- 7 Days a Week
- 24 Hours a Day
- English and Spanish and 140 Other Languages Spoken

INFO LINE OF LOS ANGELES

INFO LINE of Los Angeles has been in business since 1981.
INFO LINE of Los Angeles is an AIRS accredited agency.

Calls from the media should be directed to Thelma Bell or Michele Yoder at (626) 350-1841.

EXHIBIT III

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

**ENVIRONMENTAL MAINTENANCE CO., INC.**

FOR

LANDSCAPE MAINTENANCE SERVICES

AT

**LONG BEACH COMPREHENSIVE HEALTH CENTER**
**WILMINGTON HEALTH CENTER**

AGRECD1779.pem
5/28/03

TABLE OF CONTENTS


| | | Page |
|---|---|---|
| | RECITALS | 1 |
| 1.0 | Term | 2 |
| 2.0 | Description of Services | 4 |
| 3.0 | Billing and Payment | 4 |
| 4.0 | Administration | 5 |
| 5.0 | Contractor's Willingness to Consider County's Employees for Employment | 5 |
| 6.0 | Prevailing Wages For Covered Crafts | 6 |
| 7.0 | Gratuities | 8 |
| 8.0 | Waiver | 8 |
| 9.0 | Notice of Delays | 9 |
| 10.0 | Rules and Regulations | 9 |
| 11.0 | Nondiscrimination and Affirmative Action in Employment | 9 |
| 12.0 | Records and Audits | 11 |
| 13.0 | Reports | 13 |
| 14.0 | Prohibition Against Assignments & Delegation | 13 |
| 15.0 | Licenses, Permits, Registrations and Certificates | 14 |
| 16.0 | County Lobbyists | 15 |
| 17.0 | Conflict of Interest | 15 |
| 18.0 | Entire Agreement | 16 |
| 19.0 | Alteration of Terms | 17 |
| 20.0 | Form of Business Organization | 17 |

Table of Contents (Cont')


21.0 Independent Contractor Status . . . . . 18

22.0 Indemnification and Insurance . . . . . 19

23.0 Covenant Against Contingent Fees . . . . . 25

24.0 Authorization Warranty . . . . . 26

25.0 Damage to County Facilities, Buildings, or Grounds . . . . . 26

26.0 County's Obligation For Future Fiscal Years . . . . . 27

27.0 Compliance With Applicable Law . . . . . 27

28.0 Interpretation of Agreement, Specifications and Disputes . . . . . 27

29.0 Termination For Insolvency . . . . . 28

30.0 Termination For Default . . . . . 29

31.0 Termination For Convenience . . . . . 34

32.0 County Audit Settlements . . . . . 34

33.0 Federal Access To Records . . . . . 35

34.0 Subcontracting . . . . . 35

35.0 Fair Labor Standards Act . . . . . 37

36.0 Employment Eligibility Verification . . . . . 38

37.0 Severability . . . . . 38

38.0 Authorization Warranty . . . . . 38

39.0 Restrictions on Lobbying . . . . . 39

40.0 Contractor Performance During Civil Unrest and Disaster . . . . . 39

41.0 Staff Performance While Under the Influence . . . . . 39

42.0 Contingent Fees . . . . . 40

43.0 Resolution of Bids or Proposals . . . . . 40

44.0 Service Delivery Site - Maintenance Standards . . . . . 41

45.0 Consideration of GAIN Program Participants for Employment . . . . . 41

46.0 County's Quality Assurance Plan . . . . . 41

47.0 Contractor's Warranty of Adherence to County's Child Support Compliance Program . . . . . 42

48.0 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program . . . . . 44

49.0 Contractor's Acknowledgment of County's Commitment to Child Support Enforcement . . . . . 44

50.0 Termination for Improper Consideration . . . . . 44

51.0 Purchasing Recycled-Content Bond Paper . . . . . 45

52.0 Contractor's Exclusion from Participation in a Federally Funded Program . . . . . 46

53.0 Notices to Employees Regarding the Federal Earned Income Credit . . . . . 47

54.0 Compliance with Living Wage Program . . . . . 47

55.0 Compliance with Health Insurance Portability and Accountability Act of 1996 . . . . . 60

56.0 Compliance with Jury Service Program . . . . . 61

57.0 No Payment for Services Following Expiration/Termination of Agreement . . . 64

58.0 Equipment Replacement . . . . . 65

59.0 Safely Surrendered Baby Law . . . . . 65

60.0 Notices . . . . . 66

| | |
|---|---|
| Exhibit A | Performance Work Statement for Landscape Maintenance Services |
| Exhibit B | Public Works Payroll Reporting Form |
| Exhibit C | Employees Acknowledgment of Employer |
| Exhibit D-1 | Routine Landscape Maintenance Services Frequency Chart |
| Exhibit D-2 | Routine Landscape Maintenance Services Staffing Pattern for Contract term (Hours per Calendar Month) |
| Exhibit E | Performance Requirements Summary |
| Exhibit F | Specifications Statement of Work |
| Exhibit G | Contractor Line Item Budget Routine/ Seasonal and Periodic Landscape Maintenance Services |
| Exhibit H | Seasonal/Periodic Landscape Maintenance Services and Other Work |
| Exhibit I | Living Wage Ordinance |
| Exhibit J | Employee Jury Service Program Application for Exemption and Certification Form |
| Exhibit K | Contractor Employee Jury Service Ordinance |
| EXHIBIT L | Facility Map |
| EXHIBIT M | Safely Surrendered Baby Law |

Contract #_____

# LANDSCAPE MAINTENANCE SERVICES AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2003,

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

and Environmental Maintenance Co., Inc. (hereafter "Contractor").

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"), the Long Beach Comprehensive Health Center located at 1333 Chestnut Avenue, Long Beach, California; including Wilmington Health Center located at 1325 Broad Avenue, Wilmington (hereafter "CHC" "HC" or "Facility"); and

WHEREAS, pursuant to Section 44.7 of the Los Angeles County Charter as implemented by Los Angeles County Code Section 2.121.250 et seq., County is authorized to contract with private businesses to perform personal services when it is more economical to do so; 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, Contractor possesses the competence, expertise, and personnel required to provide such services; and

WHEREAS, in response to County's Request for Proposals for such services, Contractor has submitted its proposal to County and desires to provide such services; and

WHEREAS, this Agreement is authorized by California Government Code Sections 23004 and 26227 and California Health and Safety Code Section 1441.

NOW, THEREFORE, the parties hereto agree as follows:

1.0 TERM:

1.1 The term of this Agreement shall commence July 1, 2003 and shall continue in full force and effect through, June 30, 2004, and shall thereafter be automatically renewed for one-year periods to a maximum of four additional years without further action by the parties through June 30, 2008.

1.2 Notwithstanding any other provision of this Paragraph, the failure of Contractor or its officers, agents, or employees to comply with the terms of this Agreement or any written directions by or on behalf of County issued pursuant hereto shall constitute a material breach hereof and this Agreement may be terminated immediately by written notice to Contractor. County's failure to exercise this right of termination shall not constitute waiver of such right, which may be exercised at any subsequent time. Termination provisions for County are found in this Paragraph and in Paragraphs 7.0 (Gratuities), 11.0 (Nondiscrimination, Affirmative Action and Assurance of Compliance with Civil Rights), 12.0 (Records and

Audits), 16.0 (County Lobbyists), 22.0 (Indemnification and Insurance), 23.0 (Covenant Against Contingent Fees), 26.0 (County's Obligation for Future Fiscal Years), 29.0 (Termination for Insolvency), 30.0 (Termination for Default), 31.0 (Termination for Convenience), and, 40.0 (Contractor's Performance During Civil Unrest or Disaster), 46.0 (County's Quality Assurance Plan), 47.0 (Contractor's Warranty of Adherence to County's Child Compliance Program), 48.0 (Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program) and 50.0 (Termination for Improper Consideration) below. Unless otherwise specified, in the event that this Agreement is terminated as provided hereunder, the procedures to be followed by the parties with respect to the submittal of the termination claim and invoice, the negotiation of a final termination settlement, and the retention of records shall be the same as if the notice of termination had been issued by County terminating all services hereunder pursuant to Paragraph 31.0 (Termination for Convenience) below.

1.3 The term of this Agreement may be extended by Director beyond the stated expiration date on a month-to-month basis, for a period of time not to exceed six months, upon the mutual agreement of the parties. All provisions of this Agreement are effect on the date the term commences and shall remain in effect for the duration of

the extension. Compensation 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.

If Director and Contractor mutually fail to agree to extend this Agreement on a month-to-month basis as of the expiration date set fourth in Paragraph 1.1 above, then this Agreement shall expire on said date.

1.4 In the event of the expiration or prior termination of the term of this Agreement, Contractor shall fully cooperate with County to provide for the transition to whatever service replacement method County determines to be in its best interest.

2.0 DESCRIPTION OF SERVICES: Contractor shall provide landscape maintenance services to County at Long Beach Comprehensive Health Center; including Wilmington Health Center in the manner and form as described in the body of this Agreement and in Exhibit A, attached hereto and incorporated herein by reference.

3.0 BILLING AND PAYMENT: For all services hereunder, Contractor shall bill County monthly, in arrears, in accordance with the fees set forth in Exhibit G, attached hereto, on billing forms approved by County. All billings shall include required certification and shall clearly reflect and provide reasonable detail of the services for which claim is made. County shall

pay Contractor within thirty (30) days following receipt of a complete and correct billing, as determined by County.

4.0 ADMINISTRATION: Director of DHS, or his duly authorized designee (hereafter collectively referred to as "Director"), shall have the authority to administer this Agreement on behalf of County. Director retains professional and administrative responsibility for the services rendered under this Agreement. This general responsibility, however, does not relieve Contractor from its specific duties stated elsewhere under this Agreement, including, but not limited to, the obligations (1) to perform its professional services according to customary quality of care standards in the community and under this Agreement, and (2) to defend County and other named agencies and individuals for claims, and to indemnify them for any resultant damages, based upon Contractor's failure or alleged failure to satisfy such quality of care standards. Contractor shall designate in writing a person who shall have the authority to administer this Agreement on behalf of Contractor. The term "Facility Designee", as used in this Agreement, means Health Facility Designee or his duly authorized designee.

5.0 CONTRACTOR'S WILLINGNESS TO CONSIDER COUNTY'S EMPLOYEES FOR EMPLOYMENT: Contractor agrees to receive referrals of permanent or temporary employees from County's Human Resources staff for consideration for employment as Contractor vacancies

occur after contract implementation and throughout the term of this contract.

6.0 PREVAILING WAGES FOR COVERED CRAFTS

6.1 Contractor, its subcontractor(s), agents and employees shall be bound by and shall comply with all applicable provisions of the California Labor Code, including, but not limited to, Section 1775, as well as all other applicable Federal, State, and local laws related to labor.

6.2 Contractor, its subcontractor(s), agents and employees shall pay no less than the prevailing wage rate established by the State Department of Industrial Relations to those workers who perform work which is subject to the prevailing wage requirement of the California Labor Code.

6.3 A copy of the determination of the prevailing rate of per diem wages for any worker needed to perform the landscape maintenance services required under this Agreement is on file at DHS, Contracts and Grants Division, 313 North Figueroa Street, Los Angeles, California 90012 and is available for perusal by any interested person.

6..4 Contractor shall post at each job site, a copy of the determination of the prevailing rate of per diem wages for the craft or type of worker covered by the prevailing wage requirement needed to executive such services and shall certify to County in writing that

the posting of the copy of the determination required by California Labor Code Section 1773.2 has been completed.

6.5 Contractor shall collect, maintain and submit on a monthly basis to DHS on the form shown as Exhibit B, attached hereto and incorporated herein by reference, the State Department of Industrial Relations Public Works Payroll Reporting Form for each covered worker who performs such services.

6.6 Contractor, its subcontractors, agents, and employees shall comply with California Labor Code Section 1777.5 with respect to employment of apprentices.

6.7 Contractor, its subcontractors, agents, and employees are directed to the requirements of the California Labor Code with respect to hours of employment. Eight (8) hours of labor constitute a legal day's work for the covered workers and neither Contractor nor any subcontractors hereunder shall require or permit any covered worker to perform any of such services for more than eight (8) hours during any one (1) calendar day or more than forty (40) hours during any one (1) calendar week except as authorized by California Labor Code Section 1815. For each violation of the provisions of California Labor Code Sections 1811 through 1815, Contractor shall forfeit to County the penalty set forth therein.

6.8 Contractor shall execute and deliver to DHS the following certification: "I am aware of the provisions of Section 3700 of the

California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self insurance in accordance with the provisions of that Code before commencing the performance of the work of this contract."

7.0 GRATUITIES: County may, by written notice to Contractor, terminate the right of Contractor to proceed under this Agreement upon one (1) calendar day's notice, if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of such contract, provided that the existence of the facts upon which County makes such finding shall be in issue and may be reviewed in any competent court. 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.

8.0 WAIVER: No waiver of a breach of any provision of this Agreement by County shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

9.0 NOTICE OF DELAYS: Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within five (5) working days, give notice thereof, including all relevant information with respect thereto, to the other party.

10.0 RULES AND REGULATIONS: During the time that Contractor's employees are at any County facility, such employees shall be subject to the rules and regulations of that facility. It is the responsibility of Contractor to acquaint its employees who are to provide services hereunder with such rules and regulations. Contractor agrees to permanently withdraw any of its employees from the provision of services under this Agreement upon receipt of written notice from Director or his authorized designee: (1) that such employee has violated such rules or regulations, or (2) that such employee's actions, while on County premises, indicated that he may do harm to County property, County patients, County employees or the public.

11.0 NONDISCRIMINATION, AFFIRMATIVE ACTION AND ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS

11.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to, or because of race, color, religion, national origin, ancestry, sex, age, condition of physical handicap, marital status, or political affiliation, in compliance with all anti-discrimination laws and regulations of the United States of

America and the State of California as they now exist or may hereafter be amended.

11.2 Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship

11.3 Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e (17), to the end that no person shall, on grounds of race, religion, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

11.4 Contractor shall deal with its subcontractors, Proposers or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical handicap as required by all applicable anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended.

11.5 Contractor shall allow authorized County representatives access to its employment records during regular business hours to verify compliance with these provisions when so requested by Director.

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

11.7 The parties agree that in the event Contractor violates the anti-discrimination provisions of this Agreement, County shall, at its option, be entitled to a sum of Five Hundred Dollars ($500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

12.0 RECORDS AND AUDITS

12.1 Contractor shall maintain accurate and complete financial records of its activities and operations as they relate to its services under

this Agreement in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records of all services provided hereunder. All such records shall be retained by Contractor for a minimum period of seven (7) years following the expiration or prior termination of this Agreement. During such seven (7) years, as well as during the term of this Agreement, all records pertaining to this Agreement, including, but not limited to, those described above or true and correct copies thereof, shall be retained by Contractor, or made available by Contractor, at a location in County of Los Angeles and shall be made available within twenty (20) working days of County's request during County's normal business hours to representatives of County for purposes of inspection or audit. In the event that such records are located outside County of Los Angeles, then, at Contractor's option, such inspection or audit shall take place at an agreed place at such location and Contractor shall pay County for travel, per diem, and other costs related to such inspection or audit.

12.2 In the event that an audit is conducted of Contractor specifically regarding this Agreement by any Federal or State auditor, or any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report with County's

Auditor-Controller within thirty (30) days of Contractor's receipt thereof, unless otherwise provided under this Agreement or applicable Federal or State law. County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

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

13.0 REPORTS: Contractor shall make reports as required by Facility Designee or his designee concerning Contractor's activities and operations hereunder. In no event may County require such reports unless it has provided Contractor with at least thirty (30) days prior written notification thereof. County shall provide Contractor with a written explanation of the procedures for reporting the required information.

14.0 PROHIBITION AGAINST AND ASSIGNMENT AND DELEGATION: Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County. Any assignment or delegation which does not have such prior County consent shall be null and void. For purposes of this Paragraph 14.0, such County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any billings to County by any delegatee or assignee on any claim under this Agreement, absent such County consent, shall not be paid by County. Any payments by County to any delegatee or assignee on any claim

under this Agreement, in consequence of any such County consent, shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to set-off, recoupment, or other reduction for any claims which County may have against Contractor, whether under this Agreement or otherwise.

Shareholders or partners, or both, of Contractor may sell, exchange, assign, divest, or otherwise transfer any interest they may have therein. However, in the event any such sale, exchange, assignment, divestment, or other transfer is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, then prior written consent thereof by County's Board of Supervisors shall be required. Any payments by County to Contractor on any claim under this Agreement shall not waive or constitute such County consent. Consent to any such sale, exchange, assignment, divestment, or other transfer shall be refused only if County, in its sole judgement, determines that the transferee(s) is (are) lacking in experience, capability, or financial ability to perform all services and other work as described in this Agreement. This in no way limits any County right found elsewhere in this Agreement, including, but not limited to, any right to terminate this Agreement.

15.0 LICENSES, PERMITS, REGISTRATIONS, AND CERTIFICATES: Contractor shall obtain and maintain in effect during the term of this Agreement as set forth in Paragraph 1.0 above, all licenses, permits,

registrations, and certificates required by law which are applicable to its performance of this Agreement, and shall ensure that all its officers, employees, and agents, who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, and certificates required by law which are applicable to their performance of services hereunder.

16.0 COUNTY LOBBYISTS: Contractor certifies that each County lobbyists as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of any County lobbyist retained by Contractor to fully comply with County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

17.0 CONFLICT OF INTEREST: No County employee whose position in County enables such employee to influence the award or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Agreement. No officer or employee of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

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 Agreement. Contractor warrants that it is not now aware of any facts which create conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, without limitation, identification of all persons implicated and complete description of all relevant circumstances.

18.0 ENTIRE AGREEMENT: The body of this Agreement; Exhibits A, B, C, D, E, F, G, H, I, J, K, L and M attached hereto; shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, service, or schedule, between the body of this Agreement and the other above referenced documents, or between such other documents, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Agreement and then to such other documents according to the following priority:

1. Exhibit A.
2. Exhibit B.
3. Exhibit C.

4. Exhibit D.

5. Exhibit E.

6. Exhibit F.

7. Exhibit G.

8. Exhibit H.

9. Exhibit I.

10. Exhibit J.

11. Exhibit K.

12. Exhibit L.

13. Exhibit M.

19.0 ALTERATION OF TERMS: No addition to, or alteration of, the terms of the body of this Agreement or the Exhibits attached hereto, whether by written or verbal understanding of the parties, their officers, employees, or agents shall be valid and effective unless made in the form of a written amendment which is formally adopted and executed by the parties in the same manner as this Agreement.

20.0 FORM OF BUSINESS ORGANIZATION: Contractor shall prepare and submit to DHS, Contracts and Grants Division, within ten days following execution of this Agreement an affidavit, sworn to and executed by Contractor's duly constituted officers, containing the following information:

20.1 The form of Contractor's business organization, i.e., proprietorship, partnership, or corporation.

20.2 A detailed statement indicating whether Contractor is totally or substantially owned by another business organization.

20.3 A detailed statement indicating whether Contractor totally or partially owns any other business organization that will be providing services, supplies, materials or equipment to Contractor or in any manner does business with Contractor under this Agreement. If during the term of this Agreement, the form of Contractor's business organization changes, or the ownership of Contractor changes, or Contractor's ownership of other businesses dealing with Contractor under this Agreement changes, Contractor shall promptly notify Director in writing detailing such changes.

21.0 INDEPENDENT CONTRACTOR STATUS:

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

21.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. County shall have no liability or responsibility for the payment of

any salaries, wages or other compensation or benefits to any personnel provided by Contractor.

21.3 Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall bear the sole liability and responsibility for any and all workers' compensation benefits to any person as a result of injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

21.4 Acknowledgment that each of Contractor's employees understands that such person is an employee of Contractor and not an employee of County shall be signed by each employee of Contractor employed at any of the County Facilities mentioned herein and shall be filed with County's Workers' Compensation Division, Claims Section, 2615 South Grand Avenue, Los Angeles, California 90007. The form and content of such acknowledgment shall be substantially similar to Attachment E, attached hereto and incorporated herein by reference.

22.0 INDEMNIFICATION AND INSURANCE

22.1 Indemnification: Contractor shall indemnify, defend, and hold harmless County and 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 Contractor's acts and/or omissions arising from and/or relating to this Agreement.

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

22.2.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Department of Health Services, Contracts and Grants Division, 313 N. Figueroa St., 6 East, Los Angeles CA 90012 Attn: Paula Morales, Contract Administrator prior to commencing services under this Agreement. Such certificates or other evidence shall:

(a) Specifically identify this Agreement.

(b) Clearly evidence all coverages required in this Agreement.

(c) Contain the express condition that County is

to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.

(d) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insured for all activities arising from this Agreement.

(e) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require 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.

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

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

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

(a) Any accident or incident relating to services performed under this Agreement which involves

injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.

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

(c) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to County contract manager.

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

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

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

(a) Contractor providing evidence of insurance covering the activities of subcontractors, or

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

22.3 Insurance Coverage Requirements:

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

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

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

22.3.3 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 Contractor is responsible. If 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 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 |

23.0 COVENANT AGAINST CONTINGENT FEES:

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

23.2 For breach or violation of this warranty, County shall have the right to terminate this Agreement and, in its sole discretion, to deduct

from this Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

24.0 AUTHORIZATION WARRANTY: Contractor hereby represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

25.0 DAMAGE TO COUNTY FACILITY, BUILDINGS, OR GROUNDS:

25.1 Contractor shall repair, or cause to be repaired, or make due diligent efforts to begin such repair, at its own cost, any and all damage to County facilities, buildings or grounds caused by Contractor, as determined by County, employees of Contractor, or persons or companies making pick-ups from or deliveries to Contractor. Such repairs or due diligent efforts to begin such repairs shall be made immediately after Contractor has become aware of such damage, but in no case later than thirty (30) days after the occurrence.

25.2 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 upon demand or County may deduct such costs from any amounts due to Contractor from County.

26.0 COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS:

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

27.0 COMPLIANCE WITH APPLICABLE LAW:

27.1 Contractor shall comply with all Federal, State and local laws, ordinances, regulations, rules, and directives applicable to its performance hereunder. Further, all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

27.2 Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such Federal, State or local laws, ordinances, regulations, rules, or directives.

28.0 INTERPRETATION OF AGREEMENT, SPECIFICATIONS AND DISPUTES: Should any misunderstanding arise, Director will interpret this Agreement. If Contractor disagrees with the interpretation of Director,

he shall continue with the work in accordance with Director's interpretation. Within thirty (30) days after receipt of the interpretation, Contractor may file a written request with the Director for a hearing before a Dispute Review Panel as provided hereinbelow. The written request shall outline in detail the area of dispute. The Dispute Review Panel will be appointed by Director and will be composed of not less than three (3) County personnel having experience in the administration of landscape maintenance services contracts. The Panel will convene within one week of appointment in order to hear all matters related to the dispute. The hearing will be informal and formal rules of evidence will not apply. The Panel will submit its recommendation to the Director, for his consideration, within one week following the conclusion of the hearing. Director shall render a final interpretation upon his review of the Panel's recommendation.

29.0 TERMINATION FOR INSOLVENCY:

29.1 County may terminate forthwith this Agreement for default in the event of the occurrence of any of the following:

a. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Code or not.

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

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

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

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

30.0 TERMINATION FOR DEFAULT:

30.1 County may, subject to the provisions of Subparagraph 30.3 below, by written notice of default to Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances:

a. If Contractor fails to perform the services within the time specified herein or any agreed extension thereof; or

b. If Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms and, in either of these two circumstances, does not cure such failure within a period of ten (10) days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

c. Contractor's abandonment, vacation or discontinuance of operations on the premises for more than twenty-four (24) consecutive hours.

d. The failure of Contractor to maintain the premises in the state of repair required hereunder, and in a clean, sanitary, safe and satisfactory condition, where such failure continued for more than ten (10) days after written notice from Facility Designee to correct the condition.

e. The failure of Contractor to keep, perform and observe all other promises, covenants, conditions and agreements for more than ten (10) days after written notice from Facility Designee for correction thereof, provided that where fulfillment of such obligation requires activity over a period of time and Contractor shall have commenced to perform whatever may be required to cure the particular default within ten (10) days after such notice and continues such performance diligently, such time limit may be waived in the manner and to the extent allowed by Facility Designee.

f. If, in the sole judgement of Facility Designee, Contractor fails to supply an adequate work force, adequate equipment, or fails in any respect to execute the work with the diligence, force and quality specified in this Agreement, written notice thereof shall be served upon

Contractor and should Contractor fail to provide means for satisfactory compliance as directed within the time specified, County may terminate Contractor's control and negotiate with Contractor's sureties for satisfactory performance of all services under this Agreement.

g. Transfer of the majority controlling interest of Contractor to persons other than those who are in control at the time of the execution of this Agreement without written approval thereof by Director.

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

30.2 In the event County terminates this Agreement in whole or in part as provided in Paragraph 30.1 above, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated and Contractor shall be liable to County for any excess costs incurred by County, as determined by County, for such similar services, provided that Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph.

30.3 Except with respect to defaults of subcontractors, Contractor shall not be liable for any such excess costs if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of Contractor, as determined by County. Such

causes may include, but are not limited to, acts of God or of the public enemy, acts of County in either it 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 Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the supplies 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.

30.4 If, after the notice of termination of this Agreement under the provisions of this Paragraph, it is determined for any reason that Contractor was not in default under the provisions of this Paragraph, or the default was excusable under the provisions of this Paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 31.0 (Termination for Convenience) below.

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

30.6 As used in Subparagraph C above, the terms "subcontractor" and "subcontractors" means subcontractor(s) at any tier.

30.7 In the event this Agreement is suspended or terminated in whole or in part, due to Default, Insolvency, Breach or Improper Consideration, by County's Board of Supervisors, the Board of Supervisors may instruct Director to assume the responsibility of this Agreement, employ the necessary workers, purchase materials and supplies at Contractor's expense, as may be necessary for the proper performance of the work contracted for, and for the purpose of satisfying and/or mitigating damages arising from a breach of this Agreement. Upon receiving notice of such suspension or termination, Contractor shall discontinue said work, or such other parts of it as the Board of Supervisors may direct. Any excess costs, as determined by County, arising therefrom over and above the monthly compensation set forth under this Agreement, shall be charged against Contractor and its sureties.

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

30.9 If in the sole judgement of Director, Contractor and/or its employees are not properly performing the services required under this Agreement, Contractor and/or its employees may be

temporarily replaced by County personnel and payment to be made by County may be suspended while the matter is being investigated. County may require Contractor to pay all excess costs incurred by County, as determined by County, in the course of replacing Contractor employees.

31.0 TERMINATION FOR CONVENIENCE: The performance of services under this Agreement may be terminated in whole or in part from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a thirty (30) day advance Notice of Termination specifying the date upon which such termination becomes effective.

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

a. Stop services under this Agreement on the date specified in such Notice of Termination; and

b. Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

32.0 COUNTY AUDIT SETTLEMENTS: If, at any time during the term of this Agreement or at any time after the expiration or prior termination of this Agreement, representatives of County conduct an audit of Contractor regarding the services provided to County hereunder and if such audit finds that County's dollar liability for such services is less than the payments made by County to Contractor, then the difference shall at Director's option, be either repaid by Contractor to County by cash

payment upon demand or, deducted from any amounts due to Contractor from County. If such audit finds that County's dollar liability for services provided hereunder is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment.

33.0 FEDERAL ACCESS TO RECORDS: If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act (42 U.S.C. Section 1395(v)(1)(I)) is applicable, Contractor agrees that for a period of four years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their authorized representative, the contracts, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars ($10,000) or more over a twelve (12) month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor.

34.0 SUBCONTRACTING: Although it is the intent of the parties that all services hereunder are to be provided by Contractor's employees, both parties agree that Contractor may encounter occasional need for highly specialized or unusual skills or special emergency services for which

Contractor may find it necessary to subcontract. The requirements for such limited use of subcontracting are as follows:

a. No performance of this Agreement or any portion thereof shall be subcontracted by Contractor without the prior written consent of Director. Any attempt by Contractor to subcontract any performance of services under this Agreement without the prior written consent of Director, shall be null and void and shall constitute a material breach of this Agreement.

b. In the event Director may consent to subcontracting, each and all of the provisions of this Agreement and any amendment thereto shall extend to, be binding upon, and inure to the benefit of, the successors or Facility Designees of the respective parties.

c. In the event that Director should consent to subcontracting, Contractor shall include in all subcontracts the following provision: "This contract is a subcontract under the terms of a prime contract with County of Los Angeles and shall be subject to all the provisions of such prime contract. All representations and warranties shall inure to the benefit of County of Los Angeles."

d. Contractor's request to Director for approval to enter into a subcontract shall include:

    1. A description of the services to be provided by the subcontract.

2. Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected.

3. Any other information and/or certifications requested by Director.

e. All subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate all the work of Contractor and any subcontractor. Approval of the provisions of any subcontract by Director shall not be construed to constitute a determination of the allocability of any cost under this Agreement.

f. Contractor shall be solely liable and responsible for any and all payments and other compensation for all subcontractors. County shall have no liability or responsibility for any payment or other compensation for any subcontractor.

35.0 FAIR LABOR STANDARDS ACT: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, 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 services performed by Contractor's employees for which County may be found jointly or solely liable.

36.0 EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County, its officers and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this agreement.

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

38.0 AUTHORIZATION WARRANTY: Contractor hereby represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and

every term, condition, and obligation set forth in this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

39.0 RESTRICTIONS ON LOBBYING: If any Federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements.

40.0 CONTRACTOR PERFORMANCE DURING CIVIL UNREST AND DISASTER: Contractor recognizes that health care facilities maintained by County provide care essential to the residence of the communities they serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other provision of this contract, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach of Contractor for which County may immediately terminate this Agreement.

41.0 STAFF PERFORMANCE WHILE UNDER THE INFLUENCE: Contractor shall use reasonable efforts to ensure that no employee will perform services hereunder while under the influence of any alcoholic beverage,

medication, narcotic, or other substance which might impair his/her physical or mental performance.

42.0 CONTINGENT FEES:

42.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor or with whom Contractor has contacted for the purpose of securing business.

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

43.0 RESOLUTION OF BIDS OR PROPOSALS: Contractor acknowledges that County, prior to expiration or earlier termination of this Agreement, may exercise its right to invite bids or request proposals for the continued provision of the services delivered or contemplated under this Agreement. County and its Department of Health Services shall make the determination to re-solicit bids or request proposals in accordance with applicable County and Department of Health Services policies. Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received,

with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids or request for proposals by virtue of its present status as Contractor.

44.0 SERVICE DELIVERY SITE - MAINTENANCE STANDARDS: Contractor shall assure that the locations where services are provided under provisions of this Agreement are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and full compliance with the provisions of this Paragraph.

45.0 CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program who meet Contractor's minimum qualifications for the open position. County will refer GAIN participants by job category to Contractor.

46.0 COUNTY'S QUALITY ASSURANCE PLAN: County or its agent will evaluate Contractor' s performance under this Agreement on not less than an annual basis. Such evaluation will include assessing standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the agreement in jeopardy if not

corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

47.0 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

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 compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to

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

Within thirty (30) calendar days of renewal or term extension amendment to this Agreement of at least one (1) year, Contractor shall submit to County's Child Support Services Department (CSSD) a completed Principal Owner Information Form (POI Form), incorporated herein by reference, along with certifications in accordance with the provisions of Section 2.200.060 of County Code, that: (1) the POI Form has been appropriately completed and provided to the CSSD with respect to Contractor' s Principal Owners; (2) Contractor has fully complied with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and (3) Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to maintain compliance. Such certification shall be submitted on the Child Support Compliance Program Certification (CSCP Certification), also incorporated herein by reference. Failure of Contractor to submit the CSCP Certification (which includes certification that the POI Form has been submitted to the CSSD) to County's CSSD shall represent a material breach of contract upon which County may immediately suspend or terminate this Agreement.

48.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 47.0 "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) calendar days of written notice by County's CSSD shall be grounds upon which County's Board of Supervisors may terminate this Agreement pursuant to Paragraph 30.0 "Termination for Default".

49.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT: Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County's CSSD will supply Contractor with the poster to be used.

50.0 TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an

intermediary, to any County officer, employee or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment or extension of this Agreement or the making of any determinations with respect to Contractor's performance pursuant to this Agreement. 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.

Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 pr (800) 544-6861.

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

51.0 PURCHASING RECYCLED-CONTENT BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.

52.0 CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Contractor or one or more staff members barring it or the staff members from participation in a Federally funded health program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff from such participation in a Federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

53.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

54.0 COMPLIANCE WITH LIVING WAGE PROGRAM:

54.1 Living Wage Program.

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

54.2 Payment of Living Wage Rates.

54.2.1 Unless Contractor has demonstrated to County's satisfaction either that Contractor is not an "employer" as defined under the Program (Section 2.201.020 of County Code) or that Contractor qualifies for an exception to the Program (Section 2.201.090 of County Code), Contractor shall pay its employees no less than the applicable living wage rate, as set forth immediately below, for the employees' services provided to County under the Contract:

a. Not less than $9.46 per hour if, in addition to the per-hour wage, Contractor contributes less

than $1.14 per hour towards the provision of bona fide health care benefits for its employees and any dependents; or

b. Not less than $8.32 per hour if, in addition to the per-hour wage, Contractor contributes at least $1.14 per hour towards the provision of bona fide health care benefits for its employees and any dependents. Contractor will be deemed to have contributed $1.14 per hour towards the provision of bona fide health care benefits if the benefits are provided through County Department of Health Services Community Health Plan. If at any time during the Contract, Contractor contributes less than $1.14 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its employees the higher hourly living wage rate.

54.2.2 For purposes of this Section, "Contractor" includes any subcontractor(s) engaged by Contractor to perform services for County under the Contract. If Contractor uses any subcontractor to perform services for County under the Contract, the subcontractor shall be subject to the provisions of this Section. The provisions of this

Section shall be inserted into any such subcontract agreement and a copy of the Program shall be attached to the agreement. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which are provided to 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 County; however, fewer than 35 hours worked per week will not, in any event, be considered full time.

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

54.2.4 If Contractor is not required to pay a living wage when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement, and Contractor shall immediately notify County if Contractor at any time either comes within the Program's definition of "employer" or if Contractor no longer qualifies for an

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

54.3 Contractor's Submittal of Certified Monitoring Reports. Contractor shall submit to County certified monitoring reports at a frequency instructed by County. The certified monitoring reports shall list all of Contractor's employees providing services for County under the Contract during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by Contractor for health benefits, if any, for each of its Employees. The certified monitoring

reports shall also state the name and identification number of Contractor's current health care plan, and Contractor's portion of the premiums paid as well as the portion paid by each employee. All certified monitoring reports shall be submitted on forms provided by County, or any other form approved by County which contains the above information. County reserves the right to request any additional information it may deem necessary. If County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

54.4 Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims. During the term of the contract, if 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 condition such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), Contractor shall immediately inform County of any pertinent facts known by Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of Contractor's contract with County, but

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

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

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

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

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

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

b. Liquidated Damages. It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely and properly certified monitoring

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

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

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

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

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

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

underpayment to an Employee. County may deduct any assessed liquidated damages from any payments otherwise due Contractor.

c. Termination. Contractor's 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, County may, in its sole discretion, terminate the Contract.

54.7.3 Debarment. In the event Contractor breaches a requirement of this Section, County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, not to exceed three years.

54.8 Use of Full-Time Employees: Contractor shall assign and use full-time employees of Contractor to provide services under the Contract unless Contractor can demonstrate to the satisfaction of County that it is necessary to use non full-time employees based on staffing efficiency or County requirements for the work to be performed under the Contract. It is understood and agreed that Contractor shall not, under any circumstance, use non-full-time

employees for services provided under the Contract unless and until County has provided written authorization for the use of same. Contractor submitted with its proposal a full time employee staffing plan. If Contractor changes its full time employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to County.

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

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

54.11 Employee Retention Rights:

54.11.1 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 County for at least six months prior to the date of this new Contract, which predecessor contract was terminated by County prior to its expiration; and,

c. Who is or will be terminated from his or her employment as a result of County entering into this new Contract.

54.11.2 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.

54.11.3 Contractor shall not terminate a retention employee for the first 90 days of employment under the Contract, except for cause. Thereafter, Contractor may retain a retention employee on the same terms and conditions as Contractor's other employees.

54.12 Neutrality in Labor Relations: 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 Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

55.0 Compliance with Health Insurance Portability and Accountability Act of 1996 (HIPPA): 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.

56.0 COMPLIANCE WITH 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.

56.1 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.

56.2 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 (Exhibit K ).

56.3 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. Attached hereto, as Exhibit J, is the required form, "County of Los Angeles Contractor Employee Jury Service Program Application for Exemption and Certification Form", to be completed by the Contractor.

56.4 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.

57.0 NO PAYMENT FOR SERVICES FOLLOWING EXPIRATION/ TERMINATION OF AGREEMENT: 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 Agreement. 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 Agreement 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 Agreement.

58.0 EQUIPMENT REPLACEMENT: County shall replace, at its expense, any County equipment which existed prior to the commencement of services hereunder and which is damaged or worn out, when it has been determined by County that the repair or further maintenance of such equipment is not economically feasible and it has been determined by County that there has not been any fault or negligence on the part of Contractor. If Contractor is found by County to have been at fault or negligent in the use, care, control and/or maintenance of any such equipment, then Contractor shall pay County for all costs incurred by County, as determined by County, to replace and install such equipment, less normal depreciation on the equipment replaced as determined by County, or County may deduct such costs, less such depreciation, from any amounts due to Contractor from County hereunder.

59.0 SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. Such information and notice is set forth in Exhibit M of this Contract.

60.0 NOTICES: Notices hereunder shall be in writing and shall be hand delivered with signed receipt or mailed by first class, registered or certified mail, postage prepaid to the parties at the following addresses and to the attention of the persons named. Director shall have the authority to execute all notices which are required or permitted by County under this Agreement. Addresses and persons to be notified may be changed by either party by giving ten days prior written notice thereof to the other party.

To Contractor: _____

_____

Attention: _____

To County: Department of Health Services

_____

_____

Attention: Chief Executive Officer

To County: Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street, 6th Floor-East
Los Angeles, CA 90012

Attention: Division Chief

IN WITNESS WHEREOF, the Board of Supervisors of County of Los Angeles has caused this Agreement to be subscribed

/

by its Chairman and the seal of said Board to be hereto affixed, and attested by the Executive Officer thereof, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officers, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By_____
Chairman, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS, Executive
Officer of the Board of
Supervisors of County of
Los Angeles

By _____
Deputy

Environmental Maintenance Co., Inc.

By_____
Signature

Title_____

APPROVED AS TO FORM
BY THE OFFICE OF County COUNSEL
LLOYD W. PELLMAN
County Counsel

By_____
Deputy

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By_____
Chief, Contracts and Grants Division

APPROVED AS TO PROGRAM:

Department of Health Services

By_____
Director of Health Services

AGREECD1779
5/14/03:pm

# PERFORMANCE WORK STATEMENT

# FOR LANDSCAPE MAINTENANCE SERVICES

1.0 DEFINITION:

Landscape maintenance services hereunder shall be the maintenance of turf, groundcover, shrubs and trees; renovation of turf and groundcover areas; the pruning of trees and shrubs; providing weed, disease, pest and rodent control; and operating and maintaining irrigation systems; and the performance of other services; pursuant to this Exhibit A (Performance Work Statement For Landscape Maintenance Services), Exhibit D-1 (Routine Landscape Maintenance Services Frequency Chart), Exhibit D-2 (Routine Landscape Maintenance Services Staffing Pattern for Contract Term (Hours Per Calendar Month)), Exhibit H (Seasonal/Periodic Landscape Maintenance Services and Other Work), Exhibit E (Performance Requirements Summary), Exhibit F (Specifications), Exhibit G (Contractor Line Item Budget Routine/Seasonal and Periodic Landscape Maintenance Services),and Exhibit I (Living Wage Program Ordinance).

2.0 FACILITIES TO BE MAINTAINED:

The area(s) to be maintained under the provisions of this Agreement are located at the following address(es):

1333 Chestnut Avenue
Long Beach, California 90813

1325 Broad Avenue
Wilmington, California 90744

The areas in and around the Facility are landscaped with turf, groundcover and shrubs, and are irrigated by manual and/or automatic control systems. These areas are further defined on the plans of record on file with County of Los Angeles.

Contractor acknowledges personal inspection of the facility and the surrounding areas and has evaluated the extent to which the physical condition thereof will affect the services to be provided. Contractor accepts the premises in their present physical condition, and agrees to make no demand upon County for any improvements or alteration thereof.

3.0 BILLING AND PAYMENT:

3.1 Routine Landscape Maintenance Services: For Routine Landscape Maintenance Services provided under this Agreement, Contractor shall bill County the applicable Basic Monthly Charge of $1,936 per calendar month in accordance with the fees set forth in Exhibit G, (Contractor Line Item Budget Routine/Seasonal and Periodic Landscape Maintenance Services) attached hereto, on billing forms approved by County.

Contractor shall submit to County on a monthly basis an itemized billing, indicating all Routine Landscape Maintenance Services performed by function during the calendar month immediately preceding the month in which the billing is submitted.

3.2 Seasonal/Periodic Landscape Maintenance Services: Facility Designee shall review on an ongoing basis all Seasonal/Periodic Landscape Maintenance Services (e.g., Disease/Insect Control, Rodent Control, Vertical Mowing, etc.) to be performed as specified in Exhibit H, (Seasonal/Periodic Landscape Maintenance Services and Other Work). If Facility Designee determines, in his sole judgement, that any frequency of service for Seasonal/Periodic Landscape Maintenance Services and Other Work as set forth on Exhibit H is not necessary, the Facility Designee 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. 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 Designee, be used for "Other Work" in accordance with Exhibit A, Performance Work Statement for Landscape Maintenance Services, Subparagraph 3.3. For Seasonal/Periodic Landscape Maintenance Services performed under this Agreement, 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 fee schedule for Seasonal/Periodic Landscape Maintenance Services as set forth in Exhibit H.

The total annual cost shall not exceed $4,664 a defined in Exhibit G, (Contractor Line Item Budget Routine/Seasonal and Periodic Landscape Maintenance Services).

3.3 Other Work: Facility Designee may, in his sole discretion, authorize Contractor to perform landscape-related Other Work assuming surplus funds from Seasonal/Periodic Landscaping Maintenance Services Sub-paragraph 3.2 above exist, when the need for such work arises out of extraordinary incidents, such as vandalism, acts of God, and third party negligence; or when such work is necessary for requested improvements in order to add new, modify existing, or refurbish existing, landscaping and/or irrigation systems.

Any such work not provided for elsewhere in this Agreement and authorized in writing by the Facility Designee and performed by Contractor shall be considered Other Work for which Contractor shall receive additional compensation.

**PRIOR TO PERFORMING ANY OTHER WORK**, Contractor shall prepare and submit a written description of the Other Work with an estimate of the cost to complete the work. No work shall commence without the written authorization from the Facility Designee.

The written estimate to perform Other Work shall include: (1) the number of hours to complete the work, (2) the cost for labor based upon the hourly rate listed in Exhibit H (these rates shall include all overhead and profit), and (3) the wholesale cost of materials, if any. In the event Contractor's written estimate is not approved, then County reserves the right to perform such work with County personnel or contract with a third party to perform such work.

3.4 Annual Fixed Reimbursement Amount and Basic Monthly Charge: The Annual Fixed Reimbursement Amount is the fixed and guaranteed contract price which shall be based on the total costs for providing all routine landscape maintenance services described in this Agreement. The monthly charge per calendar month to County for all routine landscape maintenance services shall be calculated by dividing Contractor's Annual Fixed Reimbursement Amount by (12) twelve. This monthly charge shall be referred to as the Basic Monthly Charge and may not include adjustments for inflation other than those described in Paragraph 3.5 hereinbelow. The Annual Fixed Reimbursement Amount (less depreciation, any equipment installation costs, alterations and repair costs, if any, and start-up costs) may be adjusted by County at the end of each Contract Year, as indicated in Subsection 3.5 below.

3.5 Inflation Adjustments and Contractor's Future Contract Year Budgets: Contractor's Contract Year Budget (Annual Fixed Reimbursement Amount) and cost per frequency for seasonal/periodic landscape

maintenance services may be adjusted at County's sole discretion, for inflation at the end of each Contract Year for the following Contract Year, by using the general salary percentage movement granted to County employees or the Consumer Price Index for All Urban Consumers (CPI-U) as originally released by the United States Department of Labor Statistics, Western Region, Los Angeles, Orange County, Anaheim-Riverside area, for the preceding twelve (12) month period or the general salary movement granted to County employees, as of July 1 for the proceeding twelve (12) month period whichever, is less. In no event shall the Contract Year Budget adjustment exceed three (3) percent. Percentage changes in the specified index shall not be applied to start-up costs, equipment installation costs, and alterations and repair costs, if any, and depreciation expense, if any. The adjusted Contractor's Line Item Budget as described above shall result in a new Contract Year Budget which shall include a new Annual Fixed Reimbursement Amount for the new Contract Year. The adjusted Annual Fixed Reimbursement Amount shall be used to determine the new Basic Monthly Charge for such new Contract Year for routine landscape maintenance services provided. The new Annual Fixed Reimbursement Amount/Basic Monthly Charge shall be fixed and guaranteed for such new Contract Year.

In the event fiscal circumstances ultimately prevent the Los Angeles County Board of Supervisors from approving any increase in employee salaries, the Contractor would receive no Cost-of-Living Adjustment.

If Contractor's labor budget increases by a percentage greater than the percentage change in the CPI-U due to an increase in the applicable Minimum Wage Law, the actual amount of the increased labor budget due to the change in the Minimum Wage Law shall be used instead of the change in the CPI-U to determine that portion of the labor cost in Contractor's Contract Year Budget. The actual increase will be added to only that portion of the base salaries affected by the Minimum Wage Law change. The remaining portion of the labor costs will be calculated by using the CPI-U. All other calculations shall be performed as described above.

Inflation Adjustment and Contractor's future contract year budgets must be requested in writing 30 days prior to the end of each contract year for the following contract year.

3.6 Reimbursement for Seasonal/Periodic Landscape Maintenance Services: Contractor shall notify the Contract Coordinator a minimum of five (5) business days prior to commencement of any Seasonal/Periodic Landscape Maintenance Services. Reimbursement for Seasonal/Periodic Landscape Maintenance 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.

Reimbursement for seasonal/periodic landscape maintenance shall be in accordance with above Paragraph 3.5 (Inflation Adjustments and Contractor's Future Contract Year Budgets).

Contractor shall maintain copies of all estimates, invoices, receipts, and other records supporting all costs for, and the number of labor hours charged to, approved Other Work. Failure to maintain records to support Other Work costs may result in the disallowance of those costs, as determined by Facility Designee.

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 Designee 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 Designee for written approval.

All Other Work shall commence on the date specified by Facility Designee and Contractor shall proceed diligently to complete such work within the time allotted.

3.7 Except as otherwise expressly provided in this Agreement, the fees for Routine Landscape Maintenance Services, Seasonal/Periodic Landscape

Maintenance Services and Other Work as described in Exhibit G, shall be the sole consideration paid by County to Contractor hereunder.

3.8 Unsatisfactory Performance Deductions: If, in the sole judgement of the Facility Designee, the level of services is less than the Acceptable Quality Level (AQL) as specified in the Performance Requirements Summary Chart as set forth in Exhibit E, attached to this Agreement and incorporated herein by reference, Facility Designee, in his sole discretion, may deduct from the Basic Monthly Charge the Unsatisfactory Performance Deductions identified in Column 6 of the Performance Requirements Summary Chart for services not performed or not rendered in accordance with specifications as set forth.

3.9 Public Works Payroll Reporting Form: Contractor shall complete the State Department of Industrial Relations Public Works Payroll Reporting Form along with its certificate thereof shown as Exhibits B (Public Works Payroll Reporting Form) attached to this Agreement and incorporated herein by reference, and submit two signed copies of such form with each monthly billing.

4.0 OPERATING RESPONSIBILITIES:

4.1 Signs/Improvements: Contractor shall not post signs or advertising matter upon the premises or improvements thereon, unless prior approval therefor is obtained from Facility Designee.

4.2 Hours and Days of Maintenance Service: Contractor shall generally provide services between the hours of 6:00 a.m. to 6:00 p.m., Monday through Saturday, except for County observed holidays. Contractor may elect to provide additional coverage. Eight (8) hours constitutes a days' work.

4.3 Non-Interference: Contractor shall not interfere with the intended use of premises and shall conduct his operations as to offer the least possible obstruction and inconvenience to the peace and quiet of the area within which services hereunder are performed.

Blowers are not to be used within twenty feet (20') of all entrances, a vacuum may be used by all entrances.

4.4 Contractor's Staff: Contractor shall provide sufficient personnel to perform all work required hereunder. All of Contractor's maintenance personnel shall be supervised by an experienced and qualified, English speaking Supervisor in the employ of Contractor. Supervisor must be able to communicate effectively with personnel being supervised.

Employees shall be required to present positive personnel identification as required by authorized Facility personnel.

Contractor shall require each of his employees to adhere to basic public works standard of working attire. These are uniforms, provided at Contractor's expense, proper shoes and other gear required by Safety Regulations, and proper wearing of the clothing. Shirts shall be worn at all times.

Employees hall undergo a physical examination annually at the expense of Contractor. The physical examination is to include TB screening and a review of immunizations (if necessary). Contractor shall provide the County Contract Monitor a copy of the results of the physical examinations. Contractor shall provide Administrator with written certification from a licensed medical provider that each of its employees who performs services hereunder is free from contagious disease, has been immunized against common communicable diseases, and is physically capable to perform such services. Contractor shall have a plan for post exposure follow up of employees exposed to communicable diseases. The plan must be reviewed and approved by hospital Infection Control.

Medical records shall be made available for review upon the request of Contract Monitor.

4.5 Office of Inquiries and Complaints: Contractor shall maintain an office at some fixed place in Southern California and shall maintain a telephone there, which is listed in the telephone directory in Contractor's own name or in the firm name by which it is most commonly known, and shall, during the daily hours of maintenance operation have some responsible person(s), employed by Contractor, to take the necessary action regarding all inquiries and complaints that may be received from the Facility Designee, County personnel, patients or the public using the facilities. An answering service shall be considered an acceptable substitute to full time

coverage, provided Contractor is advised of the complaint within (1) one hour of receipt of complaint by the answering service. During normal working hours a supervisor or employee of Contractor responsible for providing maintenance services shall be available for notification through radio communication.

Whenever immediate action is required to prevent impending injury, death or property damage to the facilities being maintained, County may, after reasonable attempt to notify Contractor, cause such action to be taken by County's work force and shall charge the cost as determined by County thereof against Contractor, or may deduct such cost from any amount due to Contractor from County.

Contractor shall maintain a written log of all complaints, the date thereof and the date action was taken pursuant thereto or the reason for non-action. The log of complaints shall be open to inspection by Facility Designee at all reasonable times.

All complaints shall be abated as soon as possible after notification; but in all cases within twenty-four (24) hours, to the satisfaction of Facility Designee. If any complaint is not abated within twenty-four (24) hours, Facility Designee shall be notified immediately of the reason for not abating the complaint followed by a written report to Facility Designee within five (5) days.

4.6 Safety: Contractor agrees to perform all work required hereunder in such a manner as to meet all acceptable standards for safe practices during

the maintenance operation and to safely maintain stored equipment, machines, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all local, County, State or other legal requirements including but not limited to, full compliance with the terms of the applicable O.S.H.A. and CAL. O.S.H.A. Safety Orders at all times so as to protect all persons, including Contractor's employees, agents of County, vendors, members of the public or others from foreseeable injury, or damage to their property.

Contractor shall identify and immediately correct unsafe conditions on the premises, as well as any unsafe practices occurring thereon. During normal working hours Contractor shall immediately notify the Facility Designee of any emergency medical care for any member of the public who is in need thereof, because of illness or injury occurring on the premises. Contractor shall cooperate fully with County in the investigation of any accidental injury or death occurring on the premises, including a prompt report thereof to the CEO within five (5) days.

4.7 Interpretation of Agreement and Specifications: Should any misunderstanding arise Director will interpret this Agreement. If Contractor disagrees with the interpretation of Director, he shall continue with the work in accordance with Director's interpretation. Within thirty (30) days after receipt of the interpretation, Contractor may file a written request with the Director for a hearing before a Dispute Review Panel as

provided hereinbelow. The written request shall outline in detail the area of dispute.

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

5.0 MAINTENANCE AND INSPECTION:

5.1 Maintenance: The work to be done hereunder shall include Contractor's provision of all labor, materials, and equipment necessary for the provision of landscape maintenance at specified facility.

5.1.1 Contractor shall mow and edge turf areas, prune and trim shrubs and trees, provide weed control, irrigate, hand water, and operate manual and/or automatic irrigation systems, and other specific duties as set forth and designated in this Agreement.

5.1.2 In regard to the level of maintenance, all work shall be performed in accordance with the highest professional

maintenance standards so as to maintain the aesthetic level of the facilities in the area. Standards may be modified from time to time as deemed necessary by Facility Designee for the proper maintenance of the facilities. The foregoing work shall be done in a thorough and professional manner under the direction of and to the satisfaction of Facility Designee.

5.1.3 Contractor shall not work or perform any operations during inclement weather, as determined by County, which may destroy or damage groundcover, or turf areas.

5.1.4 Contractor shall recognize that during the course of this Agreement other activities and operations may be conducted at the facility by County work forces and other Contractors. These activities may include but not be limited to landscape refurbishment, irrigation system modification or repair, construction and storm related operations. Contractor may be required to modify or curtail certain operations and shall promptly comply with such requests by Facility Designee.

5.1.5 Contractor shall, during the hours and days of operation, respond to all emergencies within two (2) hours of notification.

5.1.6 Contractor Damage to County Property: All damage incurred to County's facilities as a result of Contractor's operation as determined by County shall be repaired or replaced at

Contractor's expense. All such repairs or replacements shall be completed within the following time limits:

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

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

Failure by Contractor to comply with the noted time frames without prior notification and written approval of the Facility Designee, may result in County making Unsatisfactory Performance Deductions.

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

1.1 Trees - Minor damage such as bark lost from impact of mowing equipment shall be remedied by a qualified employee. If damage results in loss of a tree the damaged tree shall be removed and replaced.

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

5.1.8 <u>Irrigation/Operation Maintenance</u>:

a. Contractor shall hand water and provide the necessary equipment and materials including but not limited to, manual operation and/or bleeding of valves as required to

sustain and prevent the loss of turf, trees, shrubs and groundcover.

b. Contractor shall maintain in an operational state at all times the irrigation system consisting of automatic controllers, control valves, gate valves, risers and sprinkler heads. All irrigation systems shall be inspected, tested and maintained in accordance with the specifications as set forth in Performance Work Statement.

c. Contractor shall provide personnel fully trained in all phases of landscape irrigation systems including but not limited to the operation, maintenance, adjustment and repair of such systems.

d. Complete piping replacement, replacement of the gate valves and automatic or manual controllers is not required of Contractor. Contractor may replace or repair leaking main and lateral irrigation lines automatic or manual control valves and gate valves. Such work will be considered "Other Work" and will be compensated as described in Paragraph 3.3 (Other Work).

e. Contractor shall be responsible for the control of the irrigation systems during inclement weather conditions and shall limit the use of water concurrent with the weather situation to the satisfaction of the Facility Designee.

f. Contractor, during the daily hours of operation, shall correct malfunctioning irrigation systems and equipment

within one (1) watering cycle of identification or following verbal notification from Facility Designee.

5.1.9 Scheduling: Five (5) days prior to performance of scheduled work, Contractor shall provide the Facility Designee a schedule of work to be performed for the designated facility on a weekly basis. The first schedule shall be submitted within ten (10) days after the effective date of this Agreement. Such work schedules shall identify the Routine Landscape Maintenance Services and Seasonal/Periodic Landscape Maintenance Services to be performed.

If the original schedule is altered or revised in any manner, such revisions shall be submitted to Facility Designee at least five (5) working days prior to scheduled time for the work.

5.2 Inspections: Contractor shall perform a maintenance inspection at least weekly during daylight hours of all areas where services are performed. Such inspection shall be both visual and operational. It shall include operation of all irrigation systems to check for proper condition and reliability.

EXHIBIT B

# PUBLIC WORKS PAYROLL REPORTING FORM

California Department of Industrial Relations

PAGE ____ OF ____

NAME OF CONTRACTOR OR SUBCONTRACTOR | CONTRACTOR'S LICENSE # / SPECIALTY LICENSE # | ADDRESS

PAYROLL NO | FOR WEEK ENDING | SELF-INSURED CERTIFICATE # / WORKERS' COMPENSATION POLICY # | PROJECT OR CONTRACT NO / PROJECT AND LOCATION

| (1) NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE | (2) NO. OF WITHHOLDING EXEMPTIONS | (3) WORK CLASSIFICATION | | (4) DAY M | T | W | TH | F | S | S | (5) TOTAL HOURS | (6) HOURLY RATE OF PAY | (7) GROSS AMOUNT EARNED: THIS PROJECT | ALL PROJECTS | (8) DEDUCTIONS, CONTRIBUTIONS AND PAYMENTS: FED TAX | FICA (SOC SEC) | STATE TAX | SDI | VAC/HOL | HEALTH & WELF | PENSION | TRAING | FUND ADMIN | DUES | TRV/SUBS | SAVINGS | OTHER * | TOTAL DED-UCTIONS | (9) NET WAGES PAID FOR WEEK | CHECK NO |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
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| | | | O | | | | | | | | | | | | | | | | | | | | | | | | | | | |

S = Straight time
O = Overtime
SDI = State Disability Insurance

* OTHER - Any other deductions, contributions and/or payments whether or not included or required by prevailing wage determinations must be separately listed. Use extra sheet if necessary.

CERTIFICATION must be completed (see back)

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

EXHIBIT C

# EMPLOYEE'S ACKNOWLEDGMENT OF EMPLOYER

I understand that _____, is my sole employer for purposes of this employment.

I rely exclusively upon _____, for payment of salary and any and all other benefits payable to me or my behalf during the period of this employment.

I understand and agree that I am not an employee of Los Angeles County for any purpose and that I do not have and will not acquire any rights or benefits of any kind from County of Los Angeles during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer _____ and County of Los Angeles.

ACKNOWLEDGED AND RECEIVED:

NAME: _____

DATE: _____

NAME: _____
Print

Copy must be forwarded by CONTRACTOR to County's Chief Administrative Office, Worker's Compensation Division, Claims Section, 2615 South Grand Avenue, Los Angeles, California 90007

EXHIBIT D-1

## ROUTINE LANDSCAPE MAINTENANCE SERVICES FREQUENCY CHART

| ROUTINE LANDSCAPE MAINTENANCE SERVICES | FREQUENCY FOR CONTRACT YEAR |
|---|---|
| Mowing | 52 (Weekly) |
| Edging | 52 (Weekly) |
| Litter Control | 528 (Daily) |
| Weed Control | 52 (Weekly) |
| Raking | 52 (Weekly) |
| Pruning/Trimming | 12 (Monthly) |
| Irrigation/Operation & Maintenance | 52 (Weekly) |
| Interior Plants | 26 |

EXHIBIT D-2

**LONG BEACH COMPREHENSIVE HEALTH CENTER/ WILMINGTON HEALTH CENTER**
ROUTINE LANDSCAPE MAINTENANCE SERVICES
STAFFING PATTERN FOR CONTRACT TERM
(HOURS PER CALENDAR MONTH)

| | Mowing | Edging | Litter Control | Weed Control | Interior Plants | Raking | Pruning/Trimming | Irrigation Operation & Maintenance | Total Hours Per Month |
|---|---|---|---|---|---|---|---|---|---|
| JAN. | 8 | 3 | 38 | 4 | 1 | 6 | 10 | 4 | 74 |
| FEB. | 8 | 3 | 38 | 4 | 1 | 6 | 10 | 4 | 74 |
| MAR. | 8 | 3 | 38 | 4 | 1 | 6 | 10 | 4 | 74 |
| APR. | 8 | 3 | 38 | 5 | 1 | 5 | 10 | 4 | 74 |
| MAY | 8 | 3 | 38 | 5 | 1 | 5 | 10 | 4 | 74 |
| JUN. | 8 | 3 | 38 | 5 | 1 | 5 | 10 | 4 | 74 |
| JUL. | 8 | 3 | 38 | 5 | 1 | 5 | 10 | 4 | 74 |
| AUG. | 8 | 3 | 38 | 5 | 1 | 5 | 10 | 4 | 74 |
| SEPT. | 8 | 3 | 38 | 5 | 1 | 5 | 10 | 4 | 74 |
| OCT. | 8 | 3 | 38 | 5 | 1 | 5 | 10 | 4 | 74 |
| NOV. | 8 | 3 | 38 | 4 | 1 | 6 | 10 | 4 | 74 |
| DEC. | 8 | 3 | 38 | 4 | 1 | 6 | 10 | 4 | 74 |

Total Hours Per Calendar Year 888

Total Hours of Non-Supervisory Employees Per Calendar Year 768

Total Hours of Supervisory Employees Per Calendar Year 120

EXHIBIT E

# PERFORMANCE REQUIREMENTS SUMMARY

## 1.0 Introduction

This Exhibit describes certain required services which shall be monitored by County during the term of this contract, and for which Contractor may be assessed deductions from the Basic Monthly Charge (Unsatisfactory Performance Deductions) if the service has not been satisfactorily provided. The listing at the end of this Exhibit identifies the areas to be inspected for determining Unsatisfactory Performance Deductions.

County expects a high standard of Contractor performance under this agreement. County will make every effort to work with Contractor to resolve any areas of difficulty. However, it is Contractor's responsibility to satisfactorily provide all the services in this Performance Work Statement, some of which are summarized in this Exhibit.

### 1.1 County Quality Assurance

Contractor performance shall be inspected each calendar month using County's Quality Assurance Monitoring Plan (QAMP).

1.1.1 County may use a variety of inspection methods to evaluate Contractor's performance. Methods of monitoring that may be used are one hundred (100) percent inspection of output items for routine landscape maintenance services at randomly sampled times. County's Quality Assurance

Evaluator (QAE) shall use a County Monitoring Checklist to carry out one hundred (100) percent inspections of Contractor on a random basis. During these inspections, the QAE will complete County Monitoring Checklist on a weekly basis and determine each calendar month if Contractor has achieved at least eighty (80) percent of the total points possible for routine landscape maintenance services performed.

1.1.2 Consumer complaints may be used by County as a monitoring method to measure consumer satisfaction with Contractor's services.

1.2 Criteria For Acceptable and Unacceptable Performance

Performance of the listed services to be inspected weekly is considered acceptable when Contractor has achieved at least (80%)eighty percent of the total points possible for routine landscape maintenance services performed. When the performance is unacceptable, the QAE shall complete a Contract Discrepancy Report (CDR). The CDR requires Contractor to explain in writing why performance was unacceptable, how performance shall be returned to an acceptable level, and how recurrence of the problem shall be prevented. Unacceptable service performance may result in Unsatisfactory Performance Deduction(s) as described in Section 1.4 below. The Facility Designee shall evaluate Contractor's explanation

on the CDR, and if the Facility Designee determines, in his sole discretion, that the particular defective performance for the particular service was caused by accident, strike, or similar occurrence beyond the control and without the fault or negligence of Contractor, then the Facility Designee may decline to assess the Unsatisfactory Performance Deduction.

1.3 Remedy of Defects

Notwithstanding a finding of unsatisfactory service performance and imposition of Unsatisfactory Performance Deduction, Contractor must, as soon as possible, remedy any and all defects in the provision of services, and, as deemed possible or feasible by the Facility Designee, perform such services again at an acceptable level.

1.4 Unsatisfactory Performance Deductions

A point system shall be used to determine the amount of Unsatisfactory Performance deductions to be assessed when performance is less than the Acceptable Quality Level. The primary method shall be used for determining the monthly level of service provided will be regular inspections utilizing a County Monitoring Checklist. Unsatisfactory performance shall be based upon the overall level of service provided each calendar month. The Acceptable Quality Level for each month shall be eighty (80%) percent of the maximum number of points available according to the Monitoring Checklist, and shall be determined by taking the average of

Contractor's weekly scores (i.e., adding the weekly Monitoring Checklist scores and dividing the total by the number of Monitoring Checklists for that month). When performance is less than acceptable level described in Section 2.1, Contractor shall be assessed Fifty Dollars ($50) for unsatisfactory performance. When deficiencies occur, a follow-up inspection will be made at the end of one week. If, upon the follow-up inspection, an overall eighty percent is not achieved, an additional deduction of Fifty Dollars ($50) shall be assessed. This follow-up inspection and Fifty Dollar ($50) deduction process shall occur weekly until the deficiencies are corrected as described above. In no case, however, shall the unsatisfactory performance deduction for any individual required service listed in the PRS chart to this exhibit exceed the percentage indicated in the PRS chart.

## ROUTINE LANDSCAPE INSPECTION CHECKLIST (SAMPLE)
## LANDSCAPE MAINTENANCE SERVICES AGREEMENT #_____

**Facility: LONG BEACH COMPREHENSIVE HEALTH CENTER / WILMINGTON HEALTH CENTER**

**INSPECTION DATE:** **January 9, 200x**
**AREAS INSPECTED:** **Southwest parking lot, northeast lawn, northwest garden**

**Instructions:** Columns A and B list certain required Agreement Services and the service standards to measure performance. Column C contains the maximum number of points that can be earned for each service standard.

County's monitor shall inspect County's landscape areas to be maintained under the Agreement. Enter in Column D the number of points earned that best reflects the quality of completed work for each respective standard.

The maximum number of points that can be earned for all standards is 35; Contractor must earn at least the Acceptable Quality Level(AQL) of 28 points to be in compliance (AQL = 35 X 80% = 28).

The facility may assess Contractor an Unsatisfactory Performance Deduction, for each point below the AQL.

| A. | B. | C. | D. | E. |
|---|---|---|---|---|
| **REQUIRED SERVICE** | **SERVICE STANDARD (SS)** | **MAX. PTS** | **POINTS EARNED** | **PT. CRITERIA** |
| **Mowing** | 1. Evenly mowed without scalping; | 3 | 3 | ss 1 met |
| | 2. All grass clippings collected and removed on same day; and | 1 | 0 | ss 2 met |
| | 3. Walkway cleaned after mowing. | 1 | 1 | ss 3 met |
| | Total | 5 | 4 | |
| **Edging** | 1. Turf edges uniformly edged; | 2 | 2 | ss 1 met |
| | 2. Flower beds and ground cover areas are free of grass invasions; | 1 | 0 | ss 2 met |
| | 3. Turf around sprinklers, valve boxes, meter boxes trimmed; and | 1 | 0 | ss 3 met |
| | 4. Grass growth limited to 18 Inches from trunks of trees and shrubs. | 1 | 0 | ss 4 met |
| | Total | 5 | 2 | |

| A. | B. | C. | D. | E. |
|---|---|---|---|---|
| REQUIRED SERVICE | SERVICE STANDARD (SS) | MAX. PTS | POINTS EARNED | PT. CRITERIA |
| **Litter Control** | 1. Litter free landscaped areas. | 5 | 4 | ss 1 met |
| | Total | 5 | 4 | |
| **Weed Control** | 1. Walkways and driveways free from weeds; | 2 | 2 | ss 1 met |
| | 2. Parking lots free from weeds; and | 1 | 0 | ss 2 met |
| | 3. Planters/flower beds free from weeds. | 2 | 0 | ss 3 met |
| | Total | 5 | 2 | |
| **Raking** | 1. Turf raked of accumulated leaves; | 3 | 3 | ss 1 met |
| | 2. Planters/flower beds raked of accumulated leaves; and | 1 | 0 | ss 2 met |
| | 3. Raked leaves removed. | 1 | 1 | ss 3 met |
| | Total | 5 | 4 | |
| **Pruning/ Trimming** | 1. Seven foot vertical clearance of all branches overhanging walks; | 1 | 1 | ss 1 met |
| | 2. 14 foot vertical clearance for branches overhanging beyond roadway curbs; | 1 | 1 | ss 2 met |
| | 3. Trimming wounds inch and over painted after trimming; | 1 | 1 | ss 3 met |
| | 4. Clippings from pruned/trimmed trees/ shrubs are removed when work is completed; | 1 | 1 | ss 4 met |
| | 5. Dead, diseased, and unsightly branches, vines, plants or other growth removed. | 1 | 0 | ss 5 met |
| | Total | 5 | 4 | |
| **Irrigation/ Operation and Maintenance** | 1. All landscaped areas properly watered - no dry areas; | 2 | 2 | ss 1 met |
| | 2. Irrigation system operational; and | 2 | 1 | ss 2 met |
| | 3. No excessive water runoff. | 1 | 1 | ss 3 met |
| | Total | 5 | 4 | |

## MONITORING CHECKLIST (SAMPLE)

## LANDSCAPE MAINTENANCE SERVICES AGREEMENT #_____

## Facility: LONG BEACH COMPREHENSIVE HEALTH CENTER / WILMINGTON HEALTH CENTER

**Inspection Date: January 9, 20xx**

**Instructions:** Complete lines 1, 3, and 5 by following the formula outlined in the table below to determine if Contractor's performance is below the AQL and subject to Unsatisfactory performance Deductions.

| | | |
|---|---|---|
| 1 | Total Points Earned | 26 |
| 2 | Less: AQL Points | (28) |
| 3 | Points Subject To Unsatisfactory Performance Deduction (Line 1 minus Line 2) | 2 |
| 4 | Unsatisfactory Performance Deduction For Each Point Below The AQL | $50.00 |
| 5 | Total Dollar Unsatisfactory Performance Deduction Fees (Line 3 Times Line 4) | $100.00 |

**Note:** If calculation of Line 1 minus Line 2 results in a positive number, enter "zero" in Line 3, otherwise enter the negative number.

**Prepared By:**_____ **Date Prepared:**_____

PERFORMANCE REQUIREMENTS SUMMARY
ROUTINE LANDSCAPE MAINTENANCE SERVICES

| REQUIRED SERVICE | SERVICE INDICATOR | SERVICE STANDARDS | ACCEPTABLE QUALITY LEVEL (AQL) | COUNTY METHOD OF MONITORING | UNSATISFACTORY PERFORMANCE DEDUCTION FROM BASIC MONTHLY CHARGE FOR NOT REACHING THE AQL |
|---|---|---|---|---|---|
| 1. Mowing | Evenly mowed | See Exhibit A (Performance Work Statement) and Exhibit F (Specifications) | * | Periodic 100 percent inspection by use of a Monitoring Checklist; Consumer Complaints | ** |
| 2. Edging | Landscaped areas edged | Same as above | * | Same as above | ** |
| 3. Litter Control | Litter free landscaped areas | Same as above | * | Same as above | ** |
| 4. Weed Control | Weeds eliminated from cultivated and non-cultivated areas | Same as above | * | Same as above | ** |
| 5. Raking | Absence of leaves and debris from landscaped areas. | Same as above | * | Same as above | ** |
| 6. Pruning/ Trimming | Hedges trimmed, trees pruned to appropriate shape and height | Same as above | * | Same as above | ** |
| 7. Irrigation/ Operation and Maintenance | Properly working irrigation system, no excessive runoff; no dry areas | Same as above | * | Same as above | ** |

a. The Acceptable Quality Level of service for each calendar month shall be 80% of the maximum points available per calendar month according to the Monitoring Checklist.

** Contractor may be assessed Fifty Dollars ($50) for unsatisfactory performance for each point per calendar month below the Acceptable Quality Level.

# SPECIFICATIONS STATEMENT OF WORK

# LONG BEACH COMPREHENSIVE HEALTH CENTER / WILMINGTON HEALTH CENTER

## 1.0 ROUTINE LANDSCAPE MAINTENANCE SERVICES

### 1.1 MOWING:

1.1 Contractor shall perform mowing operations in a professional manner that ensures a smooth surface appearance without scalping.

1.1.2 Contractor shall set mowing heights to be not less than three-fourths (3/4) inch for all turf areas. Mowing height may be set as high as one and one-half (1 1/2) inches with one (1) inch being considered normal. Mowing heights may vary for special events and conditions as determined by the Contract Coordinator. Mower adjustments shall be made and measured on a flat paved surface. Mowing heights may vary for special events and conditions.

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

1.1.4 Walkways shall be cleaned immediately following each mowing.

### 1.2 EDGING:

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

1.2.2 When designed edges exist in flower beds, these edges shall be kept clean, sharp, well defined and free of weeds and grass invasion.

1.2.3 All turf edges including, but not limited to, sidewalks, flush paved areas such as patios, drives, curbs, etc., shrub beds, flower beds, groundcover beds and around the base of trees shall be edged to a neat and uniform line at all times.

1.2.4 The edge of turf shall be maintained in a trimmed or limited condition around all sprinklers (to provide maximum water coverage), valve boxes, meter boxes, backflow devices and other obstacles.

1.2.5 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.

1.2.6 Mechanical Edging: 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. All walkways shall be cleaned immediately following each mechanical edging.

1.2.7 Chemical Edging:

1.2.7.1 Chemical application may be used in and around areas such as planters, areas adjacent to buildings, trees, fence lines, sprinkler heads, etc. Prior to application of chemicals,

all areas shall be trimmed to proper mowing height. Chemicals shall be applied in a manner to limit drift to six (6) inches. Precautionary measures shall be employed since all areas will be open for public access during application.

1.2.7.2 Linear chemical edging of turf boundaries may be performed in a manner that ensures a defined turf edge and limits its encroachment into beds or across boundaries where it is impractical to edge mechanically. A twelve (12) inch barrier width shall be considered normal.

1.2.7.3 Chemical detailing of sprinkler heads, valve boxes, meter boxes, and similar small obstacles in turf areas may be performed in a manner that ensures operability, ease of location or a clean appearance. A clearance of no less than six (6)inches or more than seven (7) inches shall be maintained.

1.3 LITTER CONTROL:

1.3.1 Litter control includes the removal of all paper, glass, trash, undesirable materials, siltation and other accumulated debris within the landscaped areas to be maintained including, but not limited to, walkways, between and around planted areas, parking lots, steps, planters, drains and catch basins. Litter control shall be performed daily as follows:

| FACILITY: | Monday - Saturday | 1st Time | 2nd Time |
|---|---|---|---|
| Long Beach CHC | x | 8:00 a.m. | 2:00 p.m. |
| Wilmington HC | x | 10:00 a.m. | |

1.3.2 Contractor shall be required to remove all trash, clippings, and any other debris which results from its maintenance services and such material shall be hauled to a disposal site approved by the Facility Designee.

1.4 WEED CONTROL:

1.4.1 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.

1.4.2 Methods for removal of weeds can incorporate one (1) or all three (3) of the following:

- Hand Removal
- Cultivation
- Chemical Eradication

1.4.3 All grasslike weeds, morning glory or vineweed types, ragweed or other underground spreading weeds shall be kept under strict control.

1.4.4 All weeds and grass shall be eliminated from walkways, curbs and gutter expansion joints, driveways, parking lots, patios and drainage areas.

1.4.4.1 Flower Beds - 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.

1.4.5 Contractor shall apply herbicide per manufacturer's recommendation.

1.4.6 Weeds treated with a contact weed chemical shall be left in place for a minimum of seven (7) days. If kill is not complete, a second application shall be applied.

1.4.7 Weeds treated using a systemic chemical shall be left in place per manufacturer's recommendation. If kill is not complete by the time specified in the manufacturer's recommendation, a second application shall be applied.

1.4.8 After complete kill all dead weeds shall be removed from area.

1.5 RAKING :

Contractor shall remove accumulation of leaves from all landscaped areas including but not limited to beds, parking lots, walkways, planters, and turf areas under trees and removed from the area.

1.6 PRUNING/TRIMMING:

1.6.1 Clearance: All trees shall be pruned 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.

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

1.6.3 Trim designated hedges to maintain formal hedges and topiary work.

1.6.4 Remove all clippings the same day that plant materials are pruned or trimmed.

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

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

1.6.6.1 Groundcover: Contractor shall remove all dead, diseased and unsightly branches, vines or other growth. All groundcover areas shall be pruned to maintain a neat edge along planter box walls. Any runners that start to climb buildings, shrubs or trees shall be pruned out of these areas.

1.6.6.2 Flower Beds: Contractor shall promptly remove and dispose of any and all diseased plants from all beds. Broken, damaged or unsightly flowers or plant parts are to be removed promptly. With such display type blooms as floribunda roses, dahlias, etc., spent blooms are to be removed regularly when they become unsightly.

1.7 IRRIGATION/OPERATION AND MAINTENANCE:

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

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

1.7.2.1 Adjusting and setting of the automatic controller to establish frequency and length of watering period.

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

1.7.2.3 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.

1.7.2.4 Watering shall be regulated to avoid interference with any use of the facility's, roadways, paving or walks.

1.7.2.5 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.

1.7.2.6 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.

1.7.2.7 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.

1.7.2.8 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.

1.7.2.9 Contractor shall be responsible for operation of automatic controllers, valves, and sprinkler heads in

managing the overall irrigation water delivery system of the area. All irrigation systems shall be regularly inspected and tested in accordance with the specifications specified herein.

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

1.7.2.11 Contractor is responsible, each year for performing the following tasks:

a. Setting, scheduling and monitoring all irrigation controllers.
b. Inspecting and reporting of irrigation system status.
c. Adjusting and cleaning of sprinkler heads.
d. Repairing or replacing of sprinkler heads having a one-half (1/2) inch inlet.
e. Locating and documenting malfunctioning and/or inoperable sprinkler heads having a tree-

fourth (3/4) inch or larger inlet. Removing such heads, and replacing same with heads as provided by, and as instructed by, the Facility Designee.

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

g. Providing replacements of all risers and swing joints ue to normal wear, vandalism and third party negligence.

h. Providing 1" x 1" x 1/4" inch angle iron, thirty (30) inches in length for supporting risers on slopes and in beds.

i. Providing 1/2" worm drive bands for securing risers to stakes.

j. Flushing irrigation pipelines.

k. Replacement of valve box covers due to normal wear, vandalism and third party negligence.

l. Contractor shall confer with the Facility Designee regarding the need for replacement or relocation of inoperable sprinkler heads. County may require Contractor, at no additional cost, to relocate the inoperable sprinkler head(s) to those areas within the facility identified by the Facility Designee.

1.7.2.12 County is responsible for the repair and/or replacement of the following items of the irrigation system: quick couplers, automatic valves, gates valves, valves, pumps, automatic controllers and backflow devices. Contractor shall notify Facility Designee, of any damaged or inoperable components identified above, indicating the problem, size and type of problem irrigation equipment.

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

1.7.2.14 Contractor may be required to replace or repair leaking irrigation mains, lateral irrigation lines, gate valves, valves, pumps, automatic controller and backflow devices. Such work shall be considered Other Work and shall be compensated as provided in Exhibit A (Performance Work Statement For Landscape Maintenance Services), Paragraph 3.0 (Billing and Payment), Subparagraph 3.3, (Other Work).

1.8 IRRIGATION SYSTEM OPERABILITY AND TESTING (Irrigation/ Operation and Maintenance):

1.8.1 In order to insure 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 and report any damage or incorrect operation to the Facility Designee.

1.8.2 During the testing Contractor shall:

1.8.2.1 Adjust all sprinkler heads for correct coverage, to prevent excessive runoff and/or erosion and to prevent watering of roadways, sidewalks, hard surface areas and private property.

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

1.8.2.3 Replace or repair inoperable irrigation equipment.

1.8.2.4 All system malfunctions, damage and obstructions shall be recorded, reported to the Facility Designee and corrective action taken.

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

1.8.2.6 Repair or replace malfunctioning sprinkler heads within (1) one watering cycle.

1.8.2.7 Correct malfunctioning irrigation systems and equipment within two (2) hours of identification or following verbal notification.

1.8.2.8 Control the irrigation system during inclement weather conditions and limit the use of water concurrent with the

weather situation to the satisfaction of the Facility Designee.

1.8.2.9 Flushing of the irrigation lines of grit and gravel shall be done by removing the last head on each lateral and operating the system until those materials are expelled.

1.9 USE OF CHEMICALS:

1.9.1 All work involving the use of chemicals shall be in compliance with all Federal, State and local laws and will be accomplished by or under the direction of a State of California Licensed Pest Control Operator.

1.9.2 Contractor shall submit listing of proposed fertilizer/micro nutrients and chemicals to include commercial name, application rates and type of usage to the Facility Designee for approval at the commencement of the contract. No work shall begin until written approval of use is obtained from the Facility Designee.

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

1.9.4 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.

1.9.5 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 Designee five (5) days prior to intended chemical usage.

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

1.9.7 Contractor shall give Facility Designee twenty-four (24) hour notification of use of chemicals for landscape areas.

1.10 INTERIOR PLANTS:

Contractor shall provide and maintain interior plants specified by Facility Designee. This includes, but is not limited to, watering, maintaining aesthetic quality, and replacement of plants, as needed or requested by Facility Designee. Contractor shall provide all materials approved by Facility Designee required to accommodate interior plants, including but not limited to, pots an protective screens.

2.0 SPECIFICATIONS FOR SEASONAL/PERIODIC LANDSCAPE MAINTENANCE SERVICES

2.1 VERTICAL MOWING:

2.1.1 Contractor shall vertical mow to remove thatch in turf areas, to encourage healthy growth and to maintain acceptable appearance.

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

2.1.3 Sweep or rake dislodged thatch from turf areas and remove from the facility.

2.2 FERTILIZATION (Per Application):

2.2.1 Application of the fertilizer shall be done in sections, determined by the areas covered by each irrigation system. All areas fertilized shall be thoroughly soaked immediately after fertilization.

2.2.2 Trees - Contractor shall apply fertilizer within the dripline to provide healthy color. Fertilizer should be inorganic and granular in form with trace elements.

2.2.3 Shrubs/Groundcover - Contractor shall apply fertilizer to provide a healthy color in all shrubs. Foliar feeding may be used if applicable. Fertilizer should be inorganic and granular in form with trace elements.

2.2.4 Turf - All turf area shall receive not less than one (1) pound of actual available nitrogen in a balanced fertilizer form for each one thousand (1,000) square feet of turf area. All fertilizer shall be inorganic and granular.

2.3 SHRUB/TREE CARE/PRUNING:

Contractor shall be responsible for the care and pruning of all trees that currently exist or will exist at the facility. If Contractor recommends that a particular tree does not require pruning during a contract year, then

Facility Designee may take that recommendation into consideration. However, if Facility Designee does not agree with Contractor's recommendation, then Contractor shall prune the tree.

Contractor shall prune trees with the intent of developing structurally sound trees, symmetrical in appearance with the proper vertical and horizontal clearance as follows:

2.3.1 All trees shall be trimmed, shaped and thinned. Under no circumstances shall hedge shears be used as a means of pruning trees.

2.3.2 All dead and damaged branches and limbs shall be removed at the point of breaking.

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

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

2.3.5. All trees shall be pruned and maintained at clearance levels described in Section 1.0 (Routine Landscape Maintenance Services), Paragraph 1.6 (Pruning/Trimming), Subparagraph 1.6.1 (Clearance) of this Exhibit.

2.3.6 Pruning Procedures:

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

2.3.6.2 All limbs 1 1/2" or greater in diameter shall be undercut to prevent splitting.

2.3.6.3 All limbs shall be lowered to the ground using a method which prevents damage to the remaining limbs.

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

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

2.3.6.6 Climbing spurs shall not be used.

2.3.7 Pruning Criteria:

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

2.3.7.2 All trees shall be pruned for vertical and horizontal clearance.

2.3.7.3 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 to twenty (24) four inch spacing.

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

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

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

2.3.7.7 No stubs will be permitted.

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

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

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

2.3.7.11 All trees which are downed by either natural or unnatural causes, shall be removed and hole backfilled to grade.

2.3.8 Scheduled Pruning:

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

2.3.8.2 All recommended pruning shall be scheduled and performed to all trees on the Facility.

2.3.8.3 Pruning schedules shall not exceed two (2) weeks. Extended periods may be allowed at the discretion of the Facility Designee.

2.3.8.4 Rescheduling is at the discretion of the Facility Designee. Facility Designee shall notify Contractor at least five (5) working days prior to reschedule pruning.

2.3.8.5 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.

2.3.8.6 Parking lots and stalls shall not be blocked without prior arrangements with the Facility Designee.

2.3.9 Staking and Tying:

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

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

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

2.3.9.4 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.

2.3.10 Criteria For Staking and Tying:

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

2.3.10.2 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).

2.3.10.3 Stakes will be placed eight (8) inches from the trunk of the tree.

2.3.10.4 Stakes and ties will be placed so no chafing of bark occurs.

2.3.10.5 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.

2.4 CULTIVATION:

Contractor shall cultivate beds and planter areas once every two (2) weeks or as needed 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.

2.5 RODENT CONTROL:

Contractor shall maintain all areas free of rodents including but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, groundcover, trees and irrigation systems.

2.6 TURF RESEEDING:

2.6.1 Contractor shall provide labor and materials for over seeding once a year. Over seeding must commence no later than October 1 and be completed within three (3) weeks of commencement. Seeds used for over seeding shall be perennial rye or perennial fescue. The topping shall be nitrogen added to redwood sawdust. Personnel used for over seeding shall not be part of the Routine Landscape Maintenance Services crew.

2.6.2 Contractor shall over seed all damaged, vandalized or bare areas to re-establish turf to an acceptable quality compatible to that of existing turf.

2.6.3 Areas to be over seeded will be seeded at the rate of application recommended to maintain a good appearance.

2.7 RENOVATION-TURF:

2.7.1 Contractor shall renovate turf to the soil line and remove all excessive thatch.

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

2.7.3 Areas to be over seeded will be seeded utilizing blends or mixtures at the rate application as required to maintain a good appearance.

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

2.8 DISEASE/INSECT CONTROL:

2.8.1 Contractor shall 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.

2.8.2 The Facility Designee shall be notified immediately of any disease, insects or unusual conditions that may develop.

2.8.3 A disease control program to prevent all common disease from causing serious damage shall be provided on an as needed basis. Disease control shall be achieved utilizing materials and rates recommended by a licensed California Pest Control Advisor.

2.8.4 An insect control program to prevent all common insects from causing serious damage shall be provided on an as needed basis. Insect control shall be achieved utilizing materials and

rates recommended by a licensed California Pest Control Advisor.

2.9 AERIFICATION:

Contractor shall aerate all turf by using a device that removes cores to a depth of two (2) inches at not more than six (6) inches on center.

2.10 GENERAL

2.10.1 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. Plans 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 Designee.

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

2.10.3 Quality: Plants shall be sound, healthy, vigorous, free from plant disease, insect pests 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.

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

2.10.5 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. They must be sturdy enough to stand safely without staking.

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

2.10.7 All trees permanently damaged by any means will be replaced with the identical species of tree existing previously, unless otherwise notified in writing by the Facility Designee. Size of the replacement shall be of like size not to exceed twenty-four (24) inch box specimen container size. The need for and the size of replacement will be determined by the Facility Designee.

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

EXHIBIT G

## CONTRACTOR LINE ITEM BUDGET

**ROUTINE/SEASONAL AND PERIODIC LANDSCAPE MAINTENANCE SERVICES**

**FACILITY:**

**Long Beach Comprehensive Health Center / Wilmington Health Center**

| **I. ROUTINE LANDSCAPE MAINTENANCE COST** | |
|---|---|
| **DIRECT COSTS** | **BUDGET COSTS** |
| - Labor (Management/Staffing) | |
| Salaries and Wages | $10,702 |
| Employee Benefits (1) | $2,354 |
| Health Insurance (1) | $0 |
| **Subtotal Labor** | $13,056 |
| - Services and Supplies (S&S) | |
| Supplies | $2,400 |
| Materials (Consumables) | $1,400 |
| Other S&S (specify) | $0 |
| **Subtotal Services and Supplies** | $3,800 |
| - Equipment (2) | |
| New | $0 |
| Lease | $0 |
| Installation (if any) | $0 |
| Other (specify) | $0 |
| **Subtotal Equipment** | $0 |
| - Other Direct Costs (3) | |
| Utilities | $0 |
| Maintenance | $1,200 |
| Alterations and Repairs (if any) | $400 |

## CONTRACTOR LINE ITEM BUDGET

**ROUTINE/SEASONAL AND PERIODIC LANDSCAPE MAINTENANCE SERVICES**

**FACILITY:**

**Long Beach Comprehensive Health Center / Wilmington Health Center**

| | |
|---|---|
| Other (specify) | $0 |
| **Subtotal Other Direct Costs** | $1,600 |
| - Start Up Costs (3) | $500 |
| **Total Direct Costs** | $18,956 |
| **I. ROUTINE LANDSCAPE MAINTENANCE COST (CONTINUED)** | |
| **INDIRECT COSTS (2)** | |
| - General and Administrative (Overhead) | $949 |
| - Management Support Costs, if applicable | $300 |
| - Gross Profit/Fee | $3,030 |
| - Other (specify) | $0 |
| **Total Indirect Costs** | $4,279 |
| **GRAND TOTAL DIRECT AND INDIRECT COST** | $23,235 |
| Annual Fixed Reimbursement Amount (AFRA) | $23,235 |
| Basic Monthly Charge (AFRA divided by 12) | $1,936 |
| **II. TOTAL MAXIMUM SEASONAL/PERIODIC LANDSCAPE MAINTENANCE SERVICES COST** | $4,664 |
| **III. TOTAL MAXIMUM CONTRACT COST PER YEAR** | $27,899 |

(1) Attach a separate sheet listing the employee benefits paid by contractor the percentage contributed (or rate) and the employees eligible to receive offered benefits.

(2) The costs of any equipment to be acquired by Contractor by purchase or lease shall be depreciated fully on a straight line basis over the period from the date of acquisition by Contractor to and including the expiration date any resultant contract. Only the first contract year costs, i.e., 12 months of depreciation (equipment) should be shown on the Line Item Budget.

(3) List each cost item on a separate line. If there is not enough space on this sheet, attach a separate page for the remaining line items.

(4) County reserves the option to provide Seasonal/Periodic Landscape Maintenance services under this contract from another vendor.

EXHIBIT H

SEASONAL/PERIODIC LANDSCAPE MAINTENANCE SERVICES
AND OTHER WORK

**Contract Period: July 1, 2003 - June 30, 2008**

**FACILITY**: Long Beach Comprehensive Health Center / Wilmington Health Center

**I. SEASONAL/PERIODIC LANDSCAPE MAINTENANCE SERVICES**

| TASKS | Frequency | Staff Hours Per Frequency | Cost Per Frequency | Maximum Total Cost (12 Month Period) |
|---|---|---|---|---|
| Cultivation | 12 | 6 | $102 | $1,224 |
| Renovation - Turf | 0 | 0 | $0 | $0 |
| Turf - Reseeding | 0 | 0 | $0 | $0 |
| Shrub/Tree Care/Pruning | 1 | 60 | $1824 | $1,824 |
| Aerification | 0 | 0 | $0 | $0 |
| Vertical Mowing | 0 | 0 | $0 | $0 |
| Fertilization | 4 | 12 | $204 | $816 |
| Disease/Insect Control | 4 | 2 | $80 | $320 |
| Rodent Control | 6 | 2 | $80 | $480 |
| | | | | $4,664 |

**II. OTHER WORK**

| CLASSIFICATION | HOURLY RATE (INCLUDES PROFIT AND OVERHEAD) |
|---|---|
| Pest Control Operator | $40 |
| Irrigation Specialist | $50 |
| Landscape Maintenance Laborer | $17 |

EXHIBIT I

# LIVING WAGE PROGRAM ORDINANCE

## Title 2 ADMINISTRATION

Chapter 2.201 LIVING WAGE PROGRAM

2.201.010 Findings

2.201.020 Definitions

2.201.030 Prospective effect

2.201.040 Payment of living wage

2.201.050 Other provisions

2.201.060 Employer retaliation prohibited

2.201.070 Employee retention rights

2.201.080 Enforcement and remedies

2.201.090 Exceptions

2.201.100 Severability

### 2.201.010 Findings.

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

    a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of 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 contract and/or one or more cafeteria services contract; 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 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. (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 County of no less than the hourly rates set under this chapter. The rates shall be $8.32 per hour with health benefits, or $9.46 per hour without health benefits.

B. To qualify for the living wage rate with health benefits, an employer shall pay at least $1.14 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 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 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 subsection A and B of this section, above for future contracts. (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 County the necessity to use non-full time employees based on staffing efficiency or 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 provision 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 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 County Chief Administrative Officer, or to County Auditor Controller, or to 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 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 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 employers 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. 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, not to exceed three years. (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 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 revenue 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 revenue 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 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

# COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM

## APPLICATION FOR EXEMPTION AND CERTIFICATION FORM

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exemption from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is exempt from the Program.

| | | |
|---|---|---|
| Company Name: Environmental Maintenance Co. | | |
| Company Address: 10950 S. Central Ave. | | |
| City: Los Angeles | State: CA | Zip Code: 90059 |
| Telephone Number: 323 566 8527 | ( ) | |
| Solicitation For ( Type of Goods or Services): Landscape Maintenance Services | | |

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

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

☐ My Business does not meet the definition of "contractor", as defined in the Program as it has not received an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exemption is not available if the contract/purchase order itself will exceed $50,000). I understand that the exemption will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of $50,000 in any 12-month period.

☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are $500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

**"Dominant in its field of operation"** means having mor than ten employees, including full-time and part-time employees, and annual gross revenues int eh preceding twelve months, which, if added to the annual amount of the contract awarded, exceed $500,000.

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

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

**OR**

**Part II: Certification of Compliance**

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

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

| | |
|---|---|
| Print Name: Timothy Watkins | Title: President |
| Signature: | Date: |

EXHIBIT K

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 administrative 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 administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

**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.

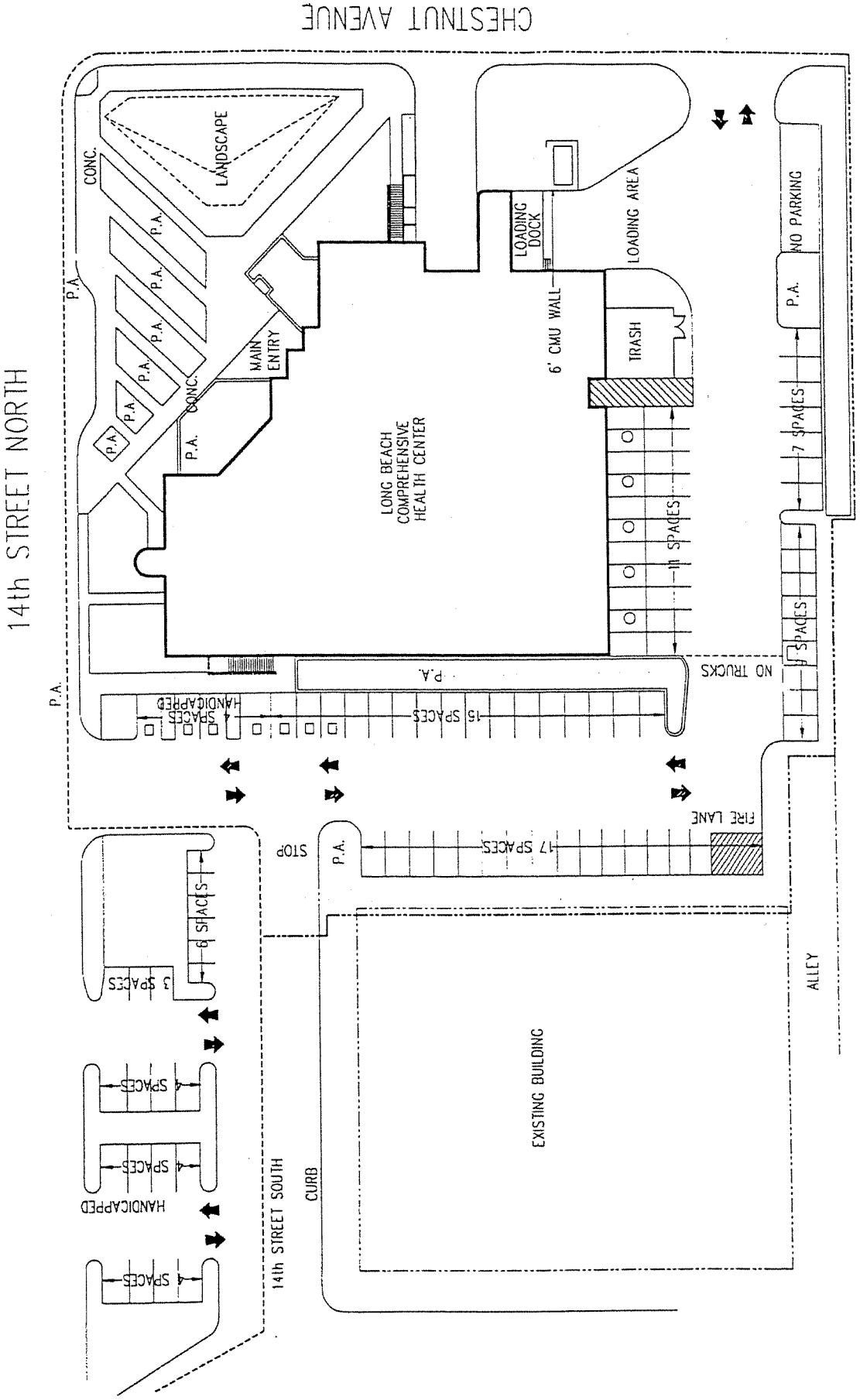
"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed $500,000.

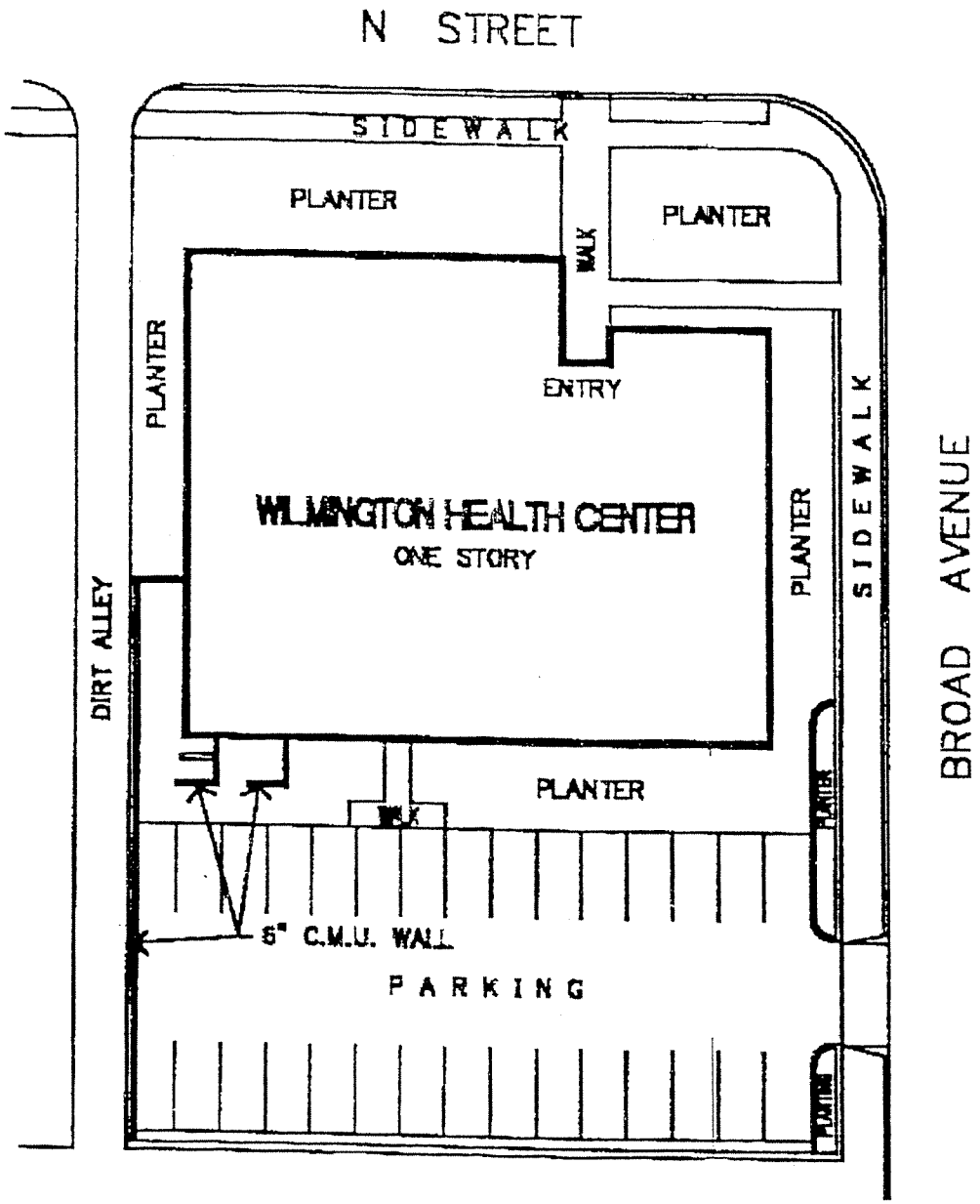
"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

**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.

EXHIBIT L


CHESTNUT AVENUE
14th STREET NORTH
LANDSCAPE
CONC.
P.A.
MAIN ENTRY
LONG BEACH COMPREHENSIVE HEALTH CENTER
LOADING DOCK
LOADING AREA
6' CMU WALL
TRASH
NO PARKING
7 SPACES
11 SPACES
5 SPACES
NO TRUCKS
FIRE LANE
17 SPACES
15 SPACES
4 SPACES
HANDICAPPED
STOP
ALLEY
EXISTING BUILDING
CURB
14th STREET SOUTH
6 SPACES
3 SPACES
4 SPACES


N STREET
SIDEWALK
PLANTER
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ENTRY
WILMINGTON HEALTH CENTER
ONE STORY
PLANTER
SIDEWALK
BROAD AVENUE
DIRT ALLEY
PLANTER
WALK
PLANTER
6" C.M.U. WALL
PARKING
PLANTING

*Certainly we would prefer that women seek help while they are pregnant, not after giving birth, to receive proper medical care and counseling. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in a hospital emergency room.*

**The California Safely Surrendered Baby Law:**

Allows a distressed birth parent(s) to legally, confidentially, and safely surrender their baby

Provides a safe place for babies

Protects the parent(s) from arrest or prosecution for abandonment as long as the baby has not been abused or neglected

Does not require that names be given when the baby is surrendered

Permits parents to bring a baby within 3 days of birth to any hospital emergency room in California

**In California, no one ever has to abandon a child again.**

**State of California**
Gray Davis, Governor
**Health and Human Services Agency**
Grantland Johnson, Secretary
**Department of Social Services**
Rita Saenz, Director

YHB 401 (8/02)

# no shame.
# no blame.
# no names.

## now there's a way to safely surrender your baby

### What is the Safely Surrendered Baby Law?

It's a new law. Under this law, a person may surrender their baby confidentially. As long as the baby has not been abused or neglected, the person may do so without fear of arrest or prosecution.

### How does it work?

A distressed parent who is unable or unwilling to care for an infant can legally, confidentially and safely surrender their baby within 3 days of birth. All that is required is that the baby be brought to a hospital emergency room in California. If there are additional places, they will be listed on the back of this brochure. As long as the child shows no signs of abuse or neglect, no name or other information is required. A bracelet will be placed on the baby for identification. A matching bracelet will be given to the parent. The bracelet will help connect the parent to the baby if the parent wants the baby back.

### Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows another person to bring in the baby if they have legal custody.

### Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week.

### Does a parent have to tell anything to the people taking the baby?

No. Nothing is required. However, hospital personnel will give the parent a medical information questionnaire that is designed to gather family medical history. This could be very useful in caring for the child but it is up to the parent to complete it.

### What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a foster or pre-adoptive home.

### What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

### What if a parent wants the baby back?

The parent(s) may take the bracelet back to the hospital. Hospital personnel will provide information about the baby.

### Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being hurt or killed because they were abandoned.

You may have heard tragic stories of babies left in dumpsters or public toilets. The persons who committed these acts 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 nowhere to turn for help, they abandoned their infants.

Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

### The Eighteenth Safely Surrendered Baby in California

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law.

This baby was the eighteenth child protected under California's Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed in a foster home for short-term care while the adoption process was started.

---

Every baby deserves a chance for a healthy life. If you or someone you know is considering giving up a child, learn about your options.

---

# Los Angeles County Safely Surrendered Baby Hotline

# (877)BABY SAFE

## Toll Free (877) 222-9723

- Call for Information on How to Safely Surrender a Newborn Infant Under the Safely Surrendered Baby Law
- Referrals Provided to Designated Safe Haven Sites
- Referrals Provided to Other Support Services

- Guaranteed Confidentiality
- 7 Days a Week
- 24 Hours a Day
- English and Spanish and 140 Other Languages Spoken

INFO LINE OF LOS ANGELES

INFO LINE of Los Angeles has been in business since 1981.
INFO LINE of Los Angeles is an AIRS accredited agency.

Calls from the media should be directed to Thelma Bell or Michele Yoder at (626) 350-1841.

EXHIBIT IV

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

**ENVIRONMENTAL MAINTENANCE COMPANY, INC.**

FOR

LANDSCAPE MAINTENANCE SERVICES

AT

**EL MONTE COMPREHENSIVE HEALTH CENTER**

AGRECD1778.pem
5/28/03

TABLE OF CONTENTS


| | | Page |
|---|---|---|
| | RECITALS | 1 |
| 1.0 | Term | 2 |
| 2.0 | Description of Services | 4 |
| 3.0 | Billing and Payment | 4 |
| 4.0 | Administration | 5 |
| 5.0 | Contractor's Willingness to Consider County's Employees for Employment | 5 |
| 6.0 | Prevailing Wages For Covered Crafts | 6 |
| 7.0 | Gratuities | 8 |
| 8.0 | Waiver | 9 |
| 9.0 | Notice of Delays | 9 |
| 10.0 | Rules and Regulations | 9 |
| 11.0 | Nondiscrimination and Affirmative Action in Employment | 9 |
| 12.0 | Records and Audits | 11 |
| 13.0 | Reports | 13 |
| 14.0 | Prohibition Against Assignments & Delegation | 13 |
| 15.0 | Licenses, Permits, Registrations and Certificates | 14 |
| 16.0 | County Lobbyists | 15 |
| 17.0 | Conflict of Interest | 15 |
| 18.0 | Entire Agreement | 16 |
| 19.0 | Alteration of Terms | 17 |
| 20.0 | Form of Business Organization | 17 |

Table of Contents (Cont')


21.0 Independent Contractor Status . . . . . 18

22.0 Indemnification and Insurance . . . . . 19

23.0 Covenant Against Contingent Fees . . . . . 25

24.0 Authorization Warranty . . . . . 26

25.0 Damage to County Facilities, Buildings, or Grounds . . . . . 26

26.0 County's Obligation For Future Fiscal Years . . . . . 26

27.0 Compliance With Applicable Law . . . . . 27

28.0 Interpretation of Agreement, Specifications and Disputes . . . . . 27

29.0 Termination For Insolvency . . . . . 28

30.0 Termination For Default . . . . . 29

31.0 Termination For Convenience . . . . . 34

32.0 County Audit Settlements . . . . . 34

33.0 Federal Access To Records . . . . . 35

34.0 Subcontracting . . . . . 35

35.0 Fair Labor Standards Act . . . . . 37

36.0 Employment Eligibility Verification . . . . . 38

37.0 Severability . . . . . 38

38.0 Authorization Warranty . . . . . 38

39.0 Restrictions on Lobbying . . . . . 39

40.0 Contractor Performance During Civil Unrest and Disaster . . . . . 39

41.0 Staff Performance While Under the Influence . . . . . 39

42.0 Contingent Fees . . . . . 40

43.0 Resolution of Bids or Proposals . . . . . 40

44.0 Service Delivery Site - Maintenance Standards . . . . . 41

45.0 Consideration of GAIN Program Participants for Employment . . . . . 41

46.0 County's Quality Assurance Plan . . . . . 41

47.0 Contractor's Warranty of Adherence to County's Child Support Compliance Program . . . . . 42

48.0 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program . . . . . 43

49.0 Contractor's Acknowledgment of County's Commitment to Child Support Enforcement . . . . . 44

50.0 Termination for Improper Consideration . . . . . 44

51.0 Purchasing Recycled-Content Bond Paper . . . . . 45

52.0 Contractor's Exclusion from Participation in a Federally Funded Program . . . . . 45

53.0 Notices to Employees Regarding the Federal Earned Income Credit . . . . . 46

54.0 Compliance with Living Wage Program . . . . . 46

55.0 Compliance with Health Insurance Portability and Accountability Act of 1996 . . . . . 60

56.0 Compliance with Jury Service Program . . . . . 61

57.0 No Payment for Services Following Expiration/Termination of Agreement . . . 63

58.0 Equipment Replacement . . . . . 64

59.0 Safely Surrendered Baby Law . . . . . 64

60.0 Notices . . . . . 65

| | |
|---|---|
| Exhibit A | Performance Work Statement for Landscape Maintenance Services |
| Exhibit B | Public Works Payroll Reporting Form |
| Exhibit C | Employees Acknowledgment of Employer |
| Exhibit D-1 | Routine Landscape Maintenance Services Frequency Chart |
| Exhibit D-2 | Routine Landscape Maintenance Services Staffing Pattern for Contract term (Hours per Calendar Month) |
| Exhibit E | Performance Requirements Summary |
| Exhibit F | Specifications Statement of Work |
| Exhibit G | Contractor Line Item Budget Routine/ Seasonal and Periodic Landscape Maintenance Services |
| Exhibit H | Seasonal/Periodic Landscape Maintenance Services and Other Work |
| Exhibit I | Living Wage Ordinance |
| Exhibit J | Employee Jury Service Program Application for Exemption and Certification Form |
| Exhibit K | Contractor Employee Jury Service Ordinance |
| EXHIBIT L | Facility Map |
| EXHIBIT M | Safely Surrendered Baby Law |

Contract #_____

# LANDSCAPE MAINTENANCE SERVICES AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2003,

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

and Environmental Maintenance Co., Inc. (hereafter "Contractor").

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"), the El Monte Comprehensive Health Center located at 10953 Ramona Boulevard, El Monte, California (hereafter "CHC" and "Medical Center"); and

WHEREAS, pursuant to Section 44.7 of the Los Angeles County Charter as implemented by Los Angeles County Code Section 2.121.250 et seq., County is authorized to contract with private businesses to perform personal services when it is more economical to do so; 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, Contractor possesses the competence, expertise, and personnel required to provide such services; and

WHEREAS, in response to County's Request for Proposals for such services, Contractor has submitted its proposal to County and desires to provide such services; and

WHEREAS, this Agreement is authorized by California Government Code Sections 23004 and 26227 and California Health and Safety Code Section 1441.

NOW, THEREFORE, the parties hereto agree as follows:

1.0 TERM:

1.1 The term of this Agreement shall commence on July 1, 2003 and shall continue in full force and effect through, June 30, 2004, and shall thereafter be automatically renewed for one-year periods to a maximum of four additional years without further action by the parties through June 30, 2008.

1.2 Notwithstanding any other provision of this Paragraph, the failure of Contractor or its officers, agents, or employees to comply with the terms of this Agreement or any written directions by or on behalf of County issued pursuant hereto shall constitute a material breach hereof and this Agreement may be terminated immediately by written notice to Contractor. County's failure to exercise this right of termination shall not constitute waiver of such right, which may be exercised at any subsequent time. Termination provisions for County are found in this Paragraph and in Paragraphs 7.0 (Gratuities), 11.0 (Nondiscrimination, Affirmative Action and Assurance of Compliance with Civil Rights), 12.0 (Records and

Audits), 16.0 (County Lobbyists), 22.0 (Indemnification and Insurance), 23.0 (Covenant Against Contingent Fees), 26.0 (County's Obligation for Future Fiscal Years), 29.0 (Termination for Insolvency), 30.0 (Termination for Default), 31.0 (Termination for Convenience), and, 40.0 (Contractor's Performance During Civil Unrest or Disaster), 46.0 (County's Quality Assurance Plan), 47.0 (Contractor's Warranty of Adherence to County's Child Compliance Program), 48.0 (Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program) and 50.0 (Termination for Improper Consideration) below. Unless otherwise specified, in the event that this Agreement is terminated as provided hereunder, the procedures to be followed by the parties with respect to the submittal of the termination claim and invoice, the negotiation of a final termination settlement, and the retention of records shall be the same as if the notice of termination had been issued by County terminating all services hereunder pursuant to Paragraph 31.0 (Termination for Convenience) below.

1.3 The term of this Agreement may be extended by Director beyond the stated expiration date on a month-to-month basis, for a period of time not to exceed six months, upon the mutual agreement of the parties. All provisions of this Agreement are effect on the date the term commences and shall remain in effect for the duration of

the extension. Compensation 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.

If Director and Contractor mutually fail to agree to extend this Agreement on a month-to-month basis as of the expiration date set fourth in Paragraph 1.1 above, then this Agreement shall expire on said date.

1.4 In the event of the expiration or prior termination of the term of this Agreement, Contractor shall fully cooperate with County to provide for the transition to whatever service replacement method County determines to be in its best interest.

2.0 DESCRIPTION OF SERVICES: Contractor shall provide landscape maintenance services to County at El Monte Comprehensive Health Center in the manner and form as described in the body of this Agreement and in Exhibit A, attached hereto and incorporated herein by reference.

3.0 BILLING AND PAYMENT: For all services hereunder, Contractor shall bill County monthly, in arrears, in accordance with the fees set forth in Exhibit G, attached hereto, on billing forms approved by County. All billings shall include required certification and shall clearly reflect and provide reasonable detail of the services for which claim is made. County shall

pay Contractor within thirty (30) days following receipt of a complete and correct billing, as determined by County.

4.0 ADMINISTRATION: Director of DHS, or his duly authorized designee (hereafter collectively referred to as "Director"), shall have the authority to administer this Agreement on behalf of County. Director retains professional and administrative responsibility for the services rendered under this Agreement. This general responsibility, however, does not relieve Contractor from its specific duties stated elsewhere under this Agreement, including, but not limited to, the obligations (1) to perform its professional services according to customary quality of care standards in the community and under this Agreement, and (2) to defend County and other named agencies and individuals for claims, and to indemnify them for any resultant damages, based upon Contractor's failure or alleged failure to satisfy such quality of care standards. Contractor shall designate in writing a person who shall have the authority to administer this Agreement on behalf of Contractor. The term "Facility Designee", as used in this Agreement, means Health Facility Designee or his duly authorized designee.

5.0 CONTRACTOR'S WILLINGNESS TO CONSIDER COUNTY'S EMPLOYEES FOR EMPLOYMENT: Contractor agrees to receive referrals of permanent or temporary employees from County's Human Resources staff for consideration for employment as Contractor vacancies

occur after contract implementation and throughout the term of this contract.

6.0 PREVAILING WAGES FOR COVERED CRAFTS

6.1 Contractor, its subcontractor(s), agents and employees shall be bound by and shall comply with all applicable provisions of the California Labor Code, including, but not limited to, Section 1775, as well as all other applicable Federal, State, and local laws related to labor.

6.2 Contractor, its subcontractor(s), agents and employees shall pay no less than the prevailing wage rate established by the State Department of Industrial Relations to those workers who perform work which is subject to the prevailing wage requirement of the California Labor Code.

6.3 A copy of the determination of the prevailing rate of per diem wages for any worker needed to perform the landscape maintenance services required under this Agreement is on file at DHS, Contracts and Grants Division, 313 North Figueroa Street, Los Angeles, California 90012 and is available for perusal by any interested person.

6.4 Contractor shall post at each job site, a copy of the determination of the prevailing rate of per diem wages for the craft or type of worker covered by the prevailing wage requirement needed to executive such services and shall certify to County in writing that

the posting of the copy of the determination required by California Labor Code Section 1773.2 has been completed.

6.5 Contractor shall collect, maintain and submit on a monthly basis to DHS on the form shown as Exhibit B, attached hereto and incorporated herein by reference, the State Department of Industrial Relations Public Works Payroll Reporting Form for each covered worker who performs such services.

6.6 Contractor, its subcontractors, agents, and employees shall comply with California Labor Code Section 1777.5 with respect to employment of apprentices.

6.7 Contractor, its subcontractors, agents, and employees are directed to the requirements of the California Labor Code with respect to hours of employment. Eight (8) hours of labor constitute a legal day's work for the covered workers and neither Contractor nor any subcontractors hereunder shall require or permit any covered worker to perform any of such services for more than eight (8) hours during any one (1) calendar day or more than forty (40) hours during any one (1) calendar week except as authorized by California Labor Code Section 1815. For each violation of the provisions of California Labor Code Sections 1811 through 1815, Contractor shall forfeit to County the penalty set forth therein.

6.8 Contractor shall execute and deliver to DHS the following certification: "I am aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured

against liability for workers' compensation or to undertake self insurance in accordance with the provisions of that Code before commencing the performance of the work of this contract."

7.0 GRATUITIES: County may, by written notice to Contractor, terminate the right of Contractor to proceed under this Agreement upon one (1) calendar day's notice, if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of such contract, provided that the existence of the facts upon which County makes such finding shall be in issue and may be reviewed in any competent court. 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.

8.0 WAIVER: No waiver of a breach of any provision of this Agreement by County shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

9.0 NOTICE OF DELAYS: Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within five (5) working days, give notice thereof, including all relevant information with respect thereto, to the other party.

10.0 RULES AND REGULATIONS: During the time that Contractor's employees are at any County facility, such employees shall be subject to the rules and regulations of that facility. It is the responsibility of Contractor to acquaint its employees who are to provide services hereunder with such rules and regulations. Contractor agrees to permanently withdraw any of its employees from the provision of services under this Agreement upon receipt of written notice from Director or his authorized designee: (1) that such employee has violated such rules or regulations, or (2) that such employee's actions, while on County premises, indicated that he may do harm to County property, County patients, County employees or the public.

11.0 NONDISCRIMINATION, AFFIRMATIVE ACTION AND ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS

11.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to, or because of race, color, religion, national origin, ancestry, sex, age, condition of physical handicap, marital status, or political affiliation, in compliance with all anti-discrimination laws and regulations of the United States of

America and the State of California as they now exist or may hereafter be amended.

11.2 Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship

11.3 Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e (17), to the end that no person shall, on grounds of race, religion, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

11.4 Contractor shall deal with its subcontractors, Proposers or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical handicap as required by all applicable anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended.

11.5 Contractor shall allow authorized County representatives access to its employment records during regular business hours to verify compliance with these provisions when so requested by Director.

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

11.7 The parties agree that in the event Contractor violates the anti-discrimination provisions of this Agreement, County shall, at its option, be entitled to a sum of Five Hundred Dollars ($500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

12.0 RECORDS AND AUDITS

12.1 Contractor shall maintain accurate and complete financial records of its activities and operations as they relate to its services under

this Agreement in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records of all services provided hereunder. All such records shall be retained by Contractor for a minimum period of seven (7) years following the expiration or prior termination of this Agreement. During such seven (7) years, as well as during the term of this Agreement, all records pertaining to this Agreement, including, but not limited to, those described above or true and correct copies thereof, shall be retained by Contractor, or made available by Contractor, at a location in County of Los Angeles and shall be made available within twenty (20) working days of County's request during County's normal business hours to representatives of County for purposes of inspection or audit. In the event that such records are located outside County of Los Angeles, then, at Contractor's option, such inspection or audit shall take place at an agreed place at such location and Contractor shall pay County for travel, per diem, and other costs related to such inspection or audit.

12.2 In the event that an audit is conducted of Contractor specifically regarding this Agreement by any Federal or State auditor, or any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report with County's

Auditor-Controller within thirty (30) days of Contractor's receipt thereof, unless otherwise provided under this Agreement or applicable Federal or State law. County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

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

13.0 REPORTS: Contractor shall make reports as required by Facility Designee or his designee concerning Contractor's activities and operations hereunder. In no event may County require such reports unless it has provided Contractor with at least thirty (30) days prior written notification thereof. County shall provide Contractor with a written explanation of the procedures for reporting the required information.

14.0 PROHIBITION AGAINST AND ASSIGNMENT AND DELEGATION: Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County. Any assignment or delegation which does not have such prior County consent shall be null and void. For purposes of this Paragraph 14.0, such County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any billings to County by any delegatee or assignee on any claim under this Agreement, absent such County consent, shall not be paid by County. Any payments by County to any delegatee or assignee on any claim

under this Agreement, in consequence of any such County consent, shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to set-off, recoupment, or other reduction for any claims which County may have against Contractor, whether under this Agreement or otherwise.

Shareholders or partners, or both, of Contractor may sell, exchange, assign, divest, or otherwise transfer any interest they may have therein. However, in the event any such sale, exchange, assignment, divestment, or other transfer is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, then prior written consent thereof by County's Board of Supervisors shall be required. Any payments by County to Contractor on any claim under this Agreement shall not waive or constitute such County consent. Consent to any such sale, exchange, assignment, divestment, or other transfer shall be refused only if County, in its sole judgement, determines that the transferee(s) is (are) lacking in experience, capability, or financial ability to perform all services and other work as described in this Agreement. This in no way limits any County right found elsewhere in this Agreement, including, but not limited to, any right to terminate this Agreement.

15.0 LICENSES, PERMITS, REGISTRATIONS, AND CERTIFICATES: Contractor shall obtain and maintain in effect during the term of this Agreement as set forth in Paragraph 1.0 above, all licenses, permits,

registrations, and certificates required by law which are applicable to its performance of this Agreement, and shall ensure that all its officers, employees, and agents, who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, and certificates required by law which are applicable to their performance of services hereunder.

16.0 COUNTY LOBBYISTS: Contractor certifies that each County lobbyists as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of any County lobbyist retained by Contractor to fully comply with County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

17.0 CONFLICT OF INTEREST: No County employee whose position in County enables such employee to influence the award or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Agreement. No officer or employee of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

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 Agreement. Contractor warrants that it is not now aware of any facts which create conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, without limitation, identification of all persons implicated and complete description of all relevant circumstances.

18.0 ENTIRE AGREEMENT: The body of this Agreement; Exhibits A, B, C, D, E, F, G, H, I, J, K, L, and M attached hereto; shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, service, or schedule, between the body of this Agreement and the other above referenced documents, or between such other documents, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Agreement and then to such other documents according to the following priority:

1. Exhibit A.
2. Exhibit B.
3. Exhibit C.

4. Exhibit D.

5. Exhibit E.

6. Exhibit F.

7. Exhibit G.

8. Exhibit H.

9. Exhibit I.

10. Exhibit J.

11. Exhibit K.

12. Exhibit L.

13. Exhibit M.

19.0 ALTERATION OF TERMS: No addition to, or alteration of, the terms of the body of this Agreement or the Exhibits attached hereto, whether by written or verbal understanding of the parties, their officers, employees, or agents shall be valid and effective unless made in the form of a written amendment which is formally adopted and executed by the parties in the same manner as this Agreement.

20.0 FORM OF BUSINESS ORGANIZATION: Contractor shall prepare and submit to DHS, Contracts and Grants Division, within ten days following execution of this Agreement an affidavit, sworn to and executed by Contractor's duly constituted officers, containing the following information:

20.1 The form of Contractor's business organization, i.e., proprietorship, partnership, or corporation.

20.2 A detailed statement indicating whether Contractor is totally or substantially owned by another business organization.

20.3 A detailed statement indicating whether Contractor totally or partially owns any other business organization that will be providing services, supplies, materials or equipment to Contractor or in any manner does business with Contractor under this Agreement. If during the term of this Agreement, the form of Contractor's business organization changes, or the ownership of Contractor changes, or Contractor's ownership of other businesses dealing with Contractor under this Agreement changes, Contractor shall promptly notify Director in writing detailing such changes.

21.0 INDEPENDENT CONTRACTOR STATUS:

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

21.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. County shall have no liability or responsibility for the payment of

any salaries, wages or other compensation or benefits to any personnel provided by Contractor.

21.3 Contractor understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall bear the sole liability and responsibility for any and all workers' compensation benefits to any person as a result of injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

21.4 Acknowledgment that each of Contractor's employees understands that such person is an employee of Contractor and not an employee of County shall be signed by each employee of Contractor employed at any of the County Facilities mentioned herein and shall be filed with County's Workers' Compensation Division, Claims Section, 2615 South Grand Avenue, Los Angeles, California 90007. The form and content of such acknowledgment shall be substantially similar to Attachment E, attached hereto and incorporated herein by reference.

22.0 INDEMNIFICATION AND INSURANCE

22.1 Indemnification: Contractor shall indemnify, defend, and hold harmless County and 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 Contractor's acts and/or omissions arising from and/or relating to this Agreement.

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

22.2.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Department of Health Services, Contracts and Grants Division, 313 N. Figueroa St., 6 East, Los Angeles CA 90012 Attn: Paula Morales, Contract Administrator prior to commencing services under this Agreement. Such certificates or other evidence shall:

(a) Specifically identify this Agreement.

(b) Clearly evidence all coverages required in this Agreement.

(c) Contain the express condition that County is to be given written notice by mail at least thirty

(30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.

(d) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insured for all activities arising from this Agreement.

(e) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require 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.

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

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

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

(a) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or

County. Such report shall be made in writing within 24 hours of occurrence.

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

(c) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to County contract manager.

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

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

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

(a) Contractor providing evidence of insurance covering the activities of subcontractors, or

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

22.3 Insurance Coverage Requirements:

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

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

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

22.3.3 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 Contractor is

responsible. If 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 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 |

23.0 COVENANT AGAINST CONTINGENT FEES:

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

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

24.0 AUTHORIZATION WARRANTY: Contractor hereby represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

25.0 DAMAGE TO COUNTY FACILITY, BUILDINGS, OR GROUNDS:

25.1 Contractor shall repair, or cause to be repaired, or make due diligent efforts to begin such repair, at its own cost, any and all damage to County facilities, buildings or grounds caused by Contractor, as determined by County, employees of Contractor, or persons or companies making pick-ups from or deliveries to Contractor. Such repairs or due diligent efforts to begin such repairs shall be made immediately after Contractor has become aware of such damage, but in no case later than thirty (30) days after the occurrence.

25.2 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 upon demand or County may deduct such costs from any amounts due to Contractor from County.

26.0 COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS: Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision

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

27.0 COMPLIANCE WITH APPLICABLE LAW:

27.1 Contractor shall comply with all Federal, State and local laws, ordinances, regulations, rules, and directives applicable to its performance hereunder. Further, all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

27.2 Contractor shall indemnify and hold harmless County from and against any and all loss, damage, liability or expense resulting from any violation on the part of Contractor, its officers, employees, or agents, of such Federal, State or local laws, ordinances, regulations, rules, or directives.

28.0 INTERPRETATION OF AGREEMENT, SPECIFICATIONS AND DISPUTES: Should any misunderstanding arise, Director will interpret this Agreement. If Contractor disagrees with the interpretation of Director, he shall continue with the work in accordance with Director's interpretation. Within thirty (30) days after receipt of the interpretation, Contractor may file a written request with the Director for a hearing before

a Dispute Review Panel as provided hereinbelow. The written request shall outline in detail the area of dispute. The Dispute Review Panel will be appointed by Director and will be composed of not less than three (3) County personnel having experience in the administration of landscape maintenance services contracts. The Panel will convene within one week of appointment in order to hear all matters related to the dispute. The hearing will be informal and formal rules of evidence will not apply. The Panel will submit its recommendation to the Director, for his consideration, within one week following the conclusion of the hearing. Director shall render a final interpretation upon his review of the Panel's recommendation.

29.0 TERMINATION FOR INSOLVENCY:

29.1 County may terminate forthwith this Agreement for default in the event of the occurrence of any of the following:

a. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Code or not.

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

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

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

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

30.0 TERMINATION FOR DEFAULT:

30.1 County may, subject to the provisions of Subparagraph 30.3 below, by written notice of default to Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances:

a. If Contractor fails to perform the services within the time specified herein or any agreed extension thereof; or

b. If Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms and, in either of these two circumstances, does not cure such failure within a period of ten (10) days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

c. Contractor's abandonment, vacation or discontinuance of operations on the premises for more than twenty-four (24) consecutive hours.

d. The failure of Contractor to maintain the premises in the state of repair required hereunder, and in a clean, sanitary, safe and satisfactory condition, where such failure continued for more than ten (10) days after written notice from Facility Designee to correct the condition.

e. The failure of Contractor to keep, perform and observe all other promises, covenants, conditions and agreements for more than ten (10) days after written notice from Facility Designee for correction thereof, provided that where fulfillment of such obligation requires activity over a period of time and Contractor shall have commenced to perform whatever may be required to cure the particular default within ten (10) days after such notice and continues such performance diligently, such time limit may be waived in the manner and to the extent allowed by Facility Designee.

f. If, in the sole judgement of Facility Designee, Contractor fails to supply an adequate work force, adequate equipment, or fails in any respect to execute the work with the diligence, force and quality specified in this Agreement, written notice thereof shall be served upon Contractor and should Contractor fail to provide means for satisfactory compliance as directed within the time specified, County may terminate Contractor's control and

negotiate with Contractor's sureties for satisfactory performance of all services under this Agreement.

g. Transfer of the majority controlling interest of Contractor to persons other than those who are in control at the time of the execution of this Agreement without written approval thereof by Director.

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

30.2 In the event County terminates this Agreement in whole or in part as provided in Paragraph 30.1 above, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated and Contractor shall be liable to County for any excess costs incurred by County, as determined by County, for such similar services, provided that Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this Paragraph.

30.3 Except with respect to defaults of subcontractors, Contractor shall not be liable for any such excess costs if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of Contractor, as determined by County. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of County in either it 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 Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the supplies 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.

30.4 If, after the notice of termination of this Agreement under the provisions of this Paragraph, it is determined for any reason that Contractor was not in default under the provisions of this Paragraph, or the default was excusable under the provisions of this Paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 31.0 (Termination for Convenience) below.

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

30.6 As used in Subparagraph C above, the terms "subcontractor" and "subcontractors" means subcontractor(s) at any tier.

30.7 In the event this Agreement is suspended or terminated in whole or in part, due to Default, Insolvency, Breach or Improper

Consideration, by County's Board of Supervisors, the Board of Supervisors may instruct Director to assume the responsibility of this Agreement, employ the necessary workers, purchase materials and supplies at Contractor's expense, as may be necessary for the proper performance of the work contracted for, and for the purpose of satisfying and/or mitigating damages arising from a breach of this Agreement. Upon receiving notice of such suspension or termination, Contractor shall discontinue said work, or such other parts of it as the Board of Supervisors may direct. Any excess costs, as determined by County, arising therefrom over and above the monthly compensation set forth under this Agreement, shall be charged against Contractor and its sureties.

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

30.9 If in the sole judgement of Director, Contractor and/or its employees are not properly performing the services required under this Agreement, Contractor and/or its employees may be temporarily replaced by County personnel and payment to be made by County may be suspended while the matter is being investigated. County may require Contractor to pay all excess costs incurred by County, as determined by County, in the course of replacing Contractor employees.

31.0 TERMINATION FOR CONVENIENCE: The performance of services under this Agreement may be terminated in whole or in part from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a thirty (30) day advance Notice of Termination specifying the date upon which such termination becomes effective.

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

a. Stop services under this Agreement on the date specified in such Notice of Termination; and

b. Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

32.0 COUNTY AUDIT SETTLEMENTS: If, at any time during the term of this Agreement or at any time after the expiration or prior termination of this Agreement, representatives of County conduct an audit of Contractor regarding the services provided to County hereunder and if such audit finds that County's dollar liability for such services is less than the payments made by County to Contractor, then the difference shall at Director's option, be either repaid by Contractor to County by cash payment upon demand or, deducted from any amounts due to Contractor from County. If such audit finds that County's dollar liability for services provided hereunder is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment.

33.0 FEDERAL ACCESS TO RECORDS: If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act (42 U.S.C. Section 1395(v)(1)(I)) is applicable, Contractor agrees that for a period of four years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their authorized representative, the contracts, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars ($10,000) or more over a twelve (12) month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor.

34.0 SUBCONTRACTING: Although it is the intent of the parties that all services hereunder are to be provided by Contractor's employees, both parties agree that Contractor may encounter occasional need for highly specialized or unusual skills or special emergency services for which Contractor may find it necessary to subcontract. The requirements for such limited use of subcontracting are as follows:

a. No performance of this Agreement or any portion thereof shall be subcontracted by Contractor without the prior written consent

of Director. Any attempt by Contractor to subcontract any performance of services under this Agreement without the prior written consent of Director, shall be null and void and shall constitute a material breach of this Agreement.

b. In the event Director may consent to subcontracting, each and all of the provisions of this Agreement and any amendment thereto shall extend to, be binding upon, and inure to the benefit of, the successors or Facility Designees of the respective parties.

c. In the event that Director should consent to subcontracting, Contractor shall include in all subcontracts the following provision: "This contract is a subcontract under the terms of a prime contract with County of Los Angeles and shall be subject to all the provisions of such prime contract. All representations and warranties shall inure to the benefit of County of Los Angeles."

d. Contractor's request to Director for approval to enter into a subcontract shall include:

    1. A description of the services to be provided by the subcontract.

    2. Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected.

3. Any other information and/or certifications requested by Director.

e. All subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate all the work of Contractor and any subcontractor. Approval of the provisions of any subcontract by Director shall not be construed to constitute a determination of the allocability of any cost under this Agreement.

f. Contractor shall be solely liable and responsible for any and all payments and other compensation for all subcontractors. County shall have no liability or responsibility for any payment or other compensation for any subcontractor.

35.0 FAIR LABOR STANDARDS ACT: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, 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 services performed by Contractor's employees for which County may be found jointly or solely liable.

36.0 EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County, its officers and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this agreement.

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

38.0 AUTHORIZATION WARRANTY: Contractor hereby represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement and that

all requirements of Contractor have been fulfilled to provide such actual authority.

39.0 RESTRICTIONS ON LOBBYING: If any Federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certification and disclosure requirements.

40.0 CONTRACTOR PERFORMANCE DURING CIVIL UNREST AND DISASTER: Contractor recognizes that health care facilities maintained by County provide care essential to the residence of the communities they serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other provision of this contract, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach of Contractor for which County may immediately terminate this Agreement.

41.0 STAFF PERFORMANCE WHILE UNDER THE INFLUENCE: Contractor shall use reasonable efforts to ensure that no employee will perform services hereunder while under the influence of any alcoholic beverage,

medication, narcotic, or other substance which might impair his/her physical or mental performance.

42.0 CONTINGENT FEES:

42.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor or with whom Contractor has contacted for the purpose of securing business.

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

43.0 RESOLUTION OF BIDS OR PROPOSALS: Contractor acknowledges that County, prior to expiration or earlier termination of this Agreement, may exercise its right to invite bids or request proposals for the continued provision of the services delivered or contemplated under this Agreement. County and its Department of Health Services shall make the determination to re-solicit bids or request proposals in accordance with applicable County and Department of Health Services policies. Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor

acknowledges that it obtains no greater right to be selected through any future invitation for bids or request for proposals by virtue of its present status as Contractor.

44.0 SERVICE DELIVERY SITE - MAINTENANCE STANDARDS: Contractor shall assure that the locations where services are provided under provisions of this Agreement are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and full compliance with the provisions of this Paragraph.

45.0 CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program who meet Contractor's minimum qualifications for the open position. County will refer GAIN participants by job category to Contractor.

46.0 COUNTY'S QUALITY ASSURANCE PLAN: County or its agent will evaluate Contractor' s performance under this Agreement on not less than an annual basis. Such evaluation will include assessing standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and

Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

47.0 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

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 compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

Within thirty (30) calendar days of renewal or term extension amendment to this Agreement of at least one (1) year, Contractor shall submit to County's Child Support Services Department (CSSD) a completed Principal Owner Information Form (POI Form), incorporated herein by reference, along with certifications in accordance with the provisions of Section 2.200.060 of County Code, that: (1) the POI Form has been appropriately completed and provided to the CSSD with respect to Contractor' s Principal Owners; (2) Contractor has fully complied with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and (3) Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to maintain compliance. Such certification shall be submitted on the Child Support Compliance Program Certification (CSCP Certification), also incorporated herein by reference. Failure of Contractor to submit the CSCP Certification (which includes certification that the POI Form has been submitted to the CSSD) to County's CSSD shall represent a material breach of contract upon which County may immediately suspend or terminate this Agreement.

48.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 47.0 "Contractor's Warranty of

Adherence to County's Child Support Compliance Program" shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) calendar days of written notice by County's CSSD shall be grounds upon which County's Board of Supervisors may terminate this Agreement pursuant to Paragraph 30.0 "Termination for Default".

49.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT: Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County's CSSD will supply Contractor with the poster to be used.

50.0 TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment or extension of this Agreement or the making of any determinations with respect to Contractor's performance pursuant to

this Agreement. 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.

Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 pr (800) 544-6861.

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

51.0 PURCHASING RECYCLED-CONTENT BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.

52.0 CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any

event that would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Contractor or one or more staff members barring it or the staff members from participation in a Federally funded health program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff from such participation in a Federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

53.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

54.0 COMPLIANCE WITH LIVING WAGE PROGRAM:

54.1 Living Wage Program.

This Contract is subject to the provisions of County's ordinance entitled Living Wage Program ("Program") as codified in Sections

2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit O and incorporated by reference into and made a part of the Contract.

54.2 Payment of Living Wage Rates.

54.2.1 Unless Contractor has demonstrated to County's satisfaction either that Contractor is not an "employer" as defined under the Program (Section 2.201.020 of County Code) or that Contractor qualifies for an exception to the Program (Section 2.201.090 of County Code), Contractor shall pay its employees no less than the applicable living wage rate, as set forth immediately below, for the employees' services provided to County under the Contract:

a. Not less than $9.46 per hour if, in addition to the per-hour wage, Contractor contributes less than $1.14 per hour towards the provision of bona fide health care benefits for its employees and any dependents; or

b. Not less than $8.32 per hour if, in addition to the per-hour wage, Contractor contributes at least $1.14 per hour towards the provision of bona fide health care benefits for its employees and any dependents. Contractor will be deemed to have contributed $1.14 per hour towards the

provision of bona fide health care benefits if the benefits are provided through County Department of Health Services Community Health Plan. If at any time during the Contract, Contractor contributes less than $1.14 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its employees the higher hourly living wage rate.

54.2.2 For purposes of this Section, "Contractor" includes any subcontractor(s) engaged by Contractor to perform services for County under the Contract. If Contractor uses any subcontractor to perform services for County under the Contract, the subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Program shall be attached to the agreement. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which are provided to 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 County; however, fewer than 35 hours worked per week will not, in any event, be considered full time.

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

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

continues to qualify for an exception to the Program. Unless Contractor satisfies this requirement within the time frame permitted by County, Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

54.3 Contractor's Submittal of Certified Monitoring Reports. Contractor shall submit to County certified monitoring reports at a frequency instructed by County. The certified monitoring reports shall list all of Contractor's employees providing services for County under the Contract during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of Contractor's current health care plan, and Contractor's portion of the premiums paid as well as the portion paid by each employee. All certified monitoring reports shall be submitted on forms provided by County, or any other form approved by County which contains the above information. County reserves the right to request any additional information it may deem necessary. If County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify

under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

54.4 Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims. During the term of the contract, if 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 condition such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), Contractor shall immediately inform County of any pertinent facts known by Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of Contractor's contract with County, but instead applies to any labor law/payroll violation or claim arising out of any of Contractor's operations in California.

54.5 County Auditing of Contractor Records. Upon a minimum of twenty-four (24) hours written notice, County may audit, at Contractor's place of business, any of Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. Contractor is required to maintain all such records in California until the expiration of four years from the date of final payment under the Contract.

Authorized agents of County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

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

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

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

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

b. Liquidated Damages. It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for

Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that County may , in its sole discretion, assess against Contractor liquidated damages in the amount $100 per monitoring report for each day until County has been provided with a properly prepared, complete and certified monitoring report. County may deduct any assessed liquidated damages from any payments otherwise due Contractor.

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

54.7.2 Remedies for Payment of Less Than the Required Living Wage. If Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract.

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

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

b. Liquidated Damages. It is mutually understood and agreed that Contractor's failure to pay any of its Employees at least the applicable hourly wage rate will result in damages being sustained by County. It is also understood and agreed that the nature

and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages of $50 per Employee per day for each and every instance of an underpayment to an Employee. County may deduct any assessed liquidated damages from any payments otherwise due Contractor.

c. Termination. Contractor's 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, County may, in its sole discretion, terminate the Contract.

54.7.3 Debarment. In the event Contractor breaches a requirement of this Section, County may, in its sole

discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, not to exceed three years.

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

54.9 Contractor Retaliation Prohibited: Contractor and/or its employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any employee, person or entity who has reported a violation of the Program to County or to any other public or private agency, entity or person. A violation of the provisions of this

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

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

54.11 Employee Retention Rights:

54.11.1 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 County for at least six months prior to the date of this new Contract, which predecessor contract was terminated by County prior to its expiration; and,

c. Who is or will be terminated from his or her employment as a result of County entering into this new Contract.

54.11.2 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.

54.11.3 Contractor shall not terminate a retention employee for the first 90 days of employment under the Contract, except for cause. Thereafter, Contractor may retain a retention employee on the same terms and conditions as Contractor's other employees.

54.12 Neutrality in Labor Relations: 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 Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

55.0 Compliance with Health Insurance Portability and Accountability Act of 1996 (HIPPA): 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.

56.0 COMPLIANCE WITH 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.

56.1 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.

56.2 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 (Exhibit K).

56.3 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. Attached hereto, as Exhibit J, is the required form, "County of Los Angeles Contractor Employee Jury Service Program Application for Exemption and Certification Form", to be completed by the Contractor.

56.4 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.

57.0 NO PAYMENT FOR SERVICES FOLLOWING EXPIRATION/ TERMINATION OF AGREEMENT: 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 Agreement. 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 Agreement 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 Agreement.

58.0 EQUIPMENT REPLACEMENT: County shall replace, at its expense, any County equipment which existed prior to the commencement of services hereunder and which is damaged or worn out, when it has been determined by County that the repair or further maintenance of such equipment is not economically feasible and it has been determined by County that there has not been any fault or negligence on the part of Contractor. If Contractor is found by County to have been at fault or negligent in the use, care, control and/or maintenance of any such equipment, then Contractor shall pay County for all costs incurred by County, as determined by County, to replace and install such equipment, less normal depreciation on the equipment replaced as determined by County, or County may deduct such costs, less such depreciation, from any amounts due to Contractor from County hereunder.

59.0 SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. Such information and notice is set forth in Exhibit M of this Contract.

60.0 NOTICES: Notices hereunder shall be in writing and shall be hand delivered with signed receipt or mailed by first class, registered or certified mail, postage prepaid to the parties at the following addresses and to the attention of the persons named. Director shall have the authority to execute all notices which are required or permitted by County under this Agreement. Addresses and persons to be notified may be changed by either party by giving ten days prior written notice thereof to the other party.

To Contractor: _____

_____

Attention: _____

To County: Department of Health Services

_____

_____

Attention: Chief Executive Officer

To County: Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street, 6th Floor-East
Los Angeles, CA 90012

Attention: Division Chief

IN WITNESS WHEREOF, the Board of Supervisors of County of Los Angeles has caused this Agreement to be subscribed

by its Chairman and the seal of said Board to be hereto affixed, and attested by the Executive Officer thereof, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officers, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By_____
Chairman, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS, Executive
Officer of the Board of
Supervisors of County of
Los Angeles

By _____
Deputy

Environmental Maintenance Co., Inc.

By_____
Signature

Title_____

APPROVED AS TO FORM
BY THE OFFICE OF County COUNSEL
LLOYD W. PELLMAN
County Counsel

By_____
Deputy

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By_____
Chief, Contracts and Grants Division

APPROVED AS TO PROGRAM:

Department of Health Services

By_____
Director of Health Services

# PERFORMANCE WORK STATEMENT

# FOR LANDSCAPE MAINTENANCE SERVICES

1.0 DEFINITION:

Landscape maintenance services hereunder shall be the maintenance of turf, groundcover, shrubs and trees; renovation of turf and groundcover areas; the pruning of trees and shrubs; providing weed, disease, pest and rodent control; and operating and maintaining irrigation systems; and the performance of other services; pursuant to this Exhibit A (Performance Work Statement For Landscape Maintenance Services), Exhibit D-1 (Routine Landscape Maintenance Services Frequency Chart), Exhibit D-2 (Routine Landscape Maintenance Services Staffing Pattern for Contract Term (Hours Per Calendar Month)), Exhibit H (Seasonal/Periodic Landscape Maintenance Services and Other Work), Exhibit E (Performance Requirements Summary), Exhibit F (Specifications), Exhibit G (Contractor Line Item Budget Routine/Seasonal and Periodic Landscape Maintenance Services),and Exhibit I (Living Wage Program Ordinance).

2.0 FACILITY TO BE MAINTAINED:

The area(s) to be maintained under the provisions of this Agreement are located at the following address(es):

10953 Ramona Boulevard
El Monte, CA 91731

The areas in and around the Facility are landscaped with turf, groundcover and shrubs, and are irrigated by manual and/or automatic control systems. These areas are further defined on the plans of record on file with County of Los Angeles.

Contractor acknowledges personal inspection of the facility and the surrounding areas and has evaluated the extent to which the physical condition thereof will affect the services to be provided. Contractor accepts the premises in their present physical condition, and agrees to make no demand upon County for any improvements or alteration thereof.

3.0 BILLING AND PAYMENT:

3.1 Routine Landscape Maintenance Services: For Routine Landscape Maintenance Services provided under this Agreement, Contractor shall bill County the applicable Basic Monthly Charge of $1,390 per calendar month in accordance with the fees set forth in Exhibit G, attached hereto, on billing forms approved by County.

Contractor shall submit to County on a monthly basis an itemized billing, indicating all Routine Landscape Maintenance Services performed by function during the calendar month immediately preceding the month in which the billing is submitted.

3.2 Seasonal/Periodic Landscape Maintenance Services: Facility Designee shall review on an ongoing basis all Seasonal/Periodic Landscape Maintenance Services (e.g., Disease/Insect Control, Rodent Control, Vertical Mowing, etc.) to be performed as specified in Exhibit H (Seasonal/Periodic Landscape Maintenance Services and Other Work). If Facility Designee determines, in his sole judgement, that any frequency of service for Seasonal/Periodic Landscape Maintenance Services as set forth on Exhibit H is not necessary, the Facility Designee 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. 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 Designee, be used for "Other Work" in accordance with Exhibit A, Performance Work Statement for Landscape Maintenance Services, Subparagraph 3.3. For Seasonal/Periodic Landscape Maintenance Services performed under this Agreement, 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 fee schedule for Seasonal/Periodic Landscape Maintenance Services as set forth in Exhibit H.

The total annual cost shall not exceed $6,256 as defined in Exhibit G, (Contractor Line Item Budget Routine/Seasonal and Periodic Landscape Maintenance Services).

3.3 Other Work: Facility Designee may, in his sole discretion, authorize Contractor to perform landscape-related Other Work, assuming surplus funds from Seasonal/Periodic Landscaping Maintenance Services Sub-paragraph 3.2 above exist when the need for such work arises out of extraordinary incidents, such as vandalism, acts of God, and third party negligence; or when such work is necessary for requested improvements in order to add new, modify existing, or refurbish existing, landscaping and/or irrigation systems.

Any such work not provided for elsewhere in this Agreement and authorized in writing by the Facility Designee and performed by Contractor shall be considered Other Work for which Contractor shall receive additional compensation.

**PRIOR TO PERFORMING ANY OTHER WORK**, Contractor shall prepare and submit a written description of the Other Work with an estimate of the cost to complete the work. No work shall commence without the written authorization from the Facility Designee.

The written estimate to perform Other Work shall include: (1) the number of hours to complete the work, (2) the cost for labor based upon the hourly rate listed in Exhibit H (these rates shall include all overhead and profit), and (3) the wholesale cost of materials, if any. In the event Contractor's written estimate is not approved, then County reserves the

right to perform such work with County personnel or contract with a third party to perform such work.

3.4 Annual Fixed Reimbursement Amount and Basic Monthly Charge: The Annual Fixed Reimbursement Amount is the fixed and guaranteed contract price which shall be based on the total costs for providing all routine landscape maintenance services described in this Agreement. The monthly charge per calendar month to County for all routine landscape maintenance services shall be calculated by dividing Contractor's Annual Fixed Reimbursement Amount by (12) twelve. This monthly charge shall be referred to as the Basic Monthly Charge and may not include adjustments for inflation other than those described in Paragraph 3.5 hereinbelow. The Annual Fixed Reimbursement Amount (less depreciation, any equipment installation costs, alterations and repair costs, if any, and start-up costs) may be adjusted by County at the end of each Contract Year, as indicated in Subsection 3.5 below.

3.5 Inflation Adjustments and Contractor's Future Contract Year Budgets: Contractor's Contract Year Budget (Annual Fixed Reimbursement Amount) and cost per frequency for seasonal/periodic landscape maintenance services may be adjusted at County's sole discretion, for inflation at the end of each Contract Year for the following Contract Year, by using the general salary percentage movement granted to County employees or the Consumer Price Index for All Urban Consumers (CPI-U) as originally released by the United States Department of Labor Statistics,

Western Region, Los Angeles, Orange County, Anaheim-Riverside area, for the preceding twelve (12) month period or the general salary movement granted to County employees, as of July 1 for the proceeding twelve (12) month period whichever, is less. In no event shall the Contract Year Budget adjustment exceed three (3) percent. Percentage changes in the specified index shall not be applied to start-up costs, equipment installation costs, and alterations and repair costs, if any, and depreciation expense, if any. The adjusted Contractor's Line Item Budget as described above shall result in a new Contract Year Budget which shall include a new Annual Fixed Reimbursement Amount for the new Contract Year. The adjusted Annual Fixed Reimbursement Amount shall be used to determine the new Basic Monthly Charge for such new Contract Year for routine landscape maintenance services provided. The new Annual Fixed Reimbursement Amount/Basic Monthly Charge shall be fixed and guaranteed for such new Contract Year.

In the event fiscal circumstances ultimately prevent the Los Angeles County Board of Supervisors from approving any increase in employee salaries, the Contractor would receive no Cost-of-Living Adjustment.

If Contractor's labor budget increases by a percentage greater than the percentage change in the CPI-U due to an increase in the applicable Minimum Wage Law, the actual amount of the increased labor budget due to the change in the Minimum Wage Law shall be used instead of the

change in the CPI-U to determine that portion of the labor cost in Contractor's Contract Year Budget. The actual increase will be added to only that portion of the base salaries affected by the Minimum Wage Law change. The remaining portion of the labor costs will be calculated by using the CPI-U. All other calculations shall be performed as described above.

Inflation Adjustment and Contractor's future contract year budgets must be requested in writing 30 days prior to the end of each contract year for the following contract year.

3.6 Reimbursement for Seasonal/Periodic Landscape Maintenance Services: Contractor shall notify the Contract Coordinator a minimum of five (5) business days prior to commencement of any Seasonal/Periodic Landscape Maintenance Services. Reimbursement for Seasonal/Periodic Landscape Maintenance 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.

Reimbursement for seasonal/periodic landscape maintenance shall be in accordance with above Paragraph 3.5 (Inflation Adjustments and Contractor's Future Contract Year Budgets).

Contractor shall maintain copies of all estimates, invoices, receipts, and other records supporting all costs for, and the number of labor hours charged to, approved Other Work. Failure to maintain records to support

Other Work costs may result in the disallowance of those costs, as determined by Facility Designee.

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 Designee 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 Designee for written approval.

All Other Work shall commence on the date specified by Facility Designee and Contractor shall proceed diligently to complete such work within the time allotted.

3.7 Except as otherwise expressly provided in this Agreement, the fees for Routine Landscape Maintenance Services, Seasonal/Periodic Landscape Maintenance Services and Other Work as described in Exhibit H, shall be the sole consideration paid by County to Contractor hereunder.

3.8 Unsatisfactory Performance Deductions: If, in the sole judgement of the Facility Designee, the level of services is less than the Acceptable Quality Level (AQL) as specified in the Performance Requirements Summary Chart as set forth in Exhibit E, attached to this Agreement and incorporated herein by reference, Facility Designee, in his sole discretion, may deduct from the Basic Monthly Charge the Unsatisfactory Performance Deductions identified in Column 6 of the Performance

Requirements Summary Chart for services not performed or not rendered in accordance with specifications as set forth.

3.9 Public Works Payroll Reporting Form: Contractor shall complete the State Department of Industrial Relations Public Works Payroll Reporting Form along with its certificate thereof shown as Exhibits B (Public Works Payroll Reporting Form) attached to this Agreement and incorporated herein by reference, and submit two signed copies of such form with each monthly billing.

4.0 OPERATING RESPONSIBILITIES:

4.1 Signs/Improvements: Contractor shall not post signs or advertising matter upon the premises or improvements thereon, unless prior approval therefor is obtained from Facility Designee.

4.2 Hours and Days of Maintenance Service: Contractor shall generally provide services between the hours of 6:00 a.m. to 6:00 p.m., Monday through Saturday, except for County observed holidays. Contractor may elect to provide additional coverage. Eight (8) hours constitutes a days' work.

4.3 Non-Interference: Contractor shall not interfere with the intended use of premises and shall conduct his operations as to offer the least possible obstruction and inconvenience to the peace and quiet of the area within which services hereunder are performed.

Blowers are not to be used within twenty feet (20') of all entrances, a vacuum may be used by all entrances.

4.4 Contractor's Staff: Contractor shall provide sufficient personnel to perform all work required hereunder. All of Contractor's maintenance personnel shall be supervised by an experienced and qualified, English speaking Supervisor in the employ of Contractor. Supervisor must be able to communicate effectively with personnel being supervised.

Employees shall be required to present positive personnel identification as required by authorized Facility personnel.

Contractor shall require each of his employees to adhere to basic public works standard of working attire. These are uniforms, provided at Contractor's expense, proper shoes and other gear required by Safety Regulations, and proper wearing of the clothing. Shirts shall be worn at all times.

Employees hall undergo a physical examination annually at the expense of Contractor. The physical examination is to include TB screening and a review of immunizations (if necessary). Contractor shall provide the County Contract Monitor a copy of the results of the physical examinations. Contractor shall provide Administrator with written certification from a licensed medical provider that each of its employees who performs services hereunder is free from contagious disease, has been immunized against common communicable diseases, and is physically capable to perform such services. Contractor shall have a plan for post exposure follow up of employees exposed to communicable diseases. The plan must be reviewed and approved by hospital Infection Control.

Medical records shall be made available for review upon the request of Contract Monitor.

4.5 Office of Inquiries and Complaints: Contractor shall maintain an office at some fixed place in Southern California and shall maintain a telephone there, which is listed in the telephone directory in Contractor's own name or in the firm name by which it is most commonly known, and shall, during the daily hours of maintenance operation have some responsible person(s), employed by Contractor, to take the necessary action regarding all inquiries and complaints that may be received from the Facility Designee, County personnel, patients or the public using the facilities. An answering service shall be considered an acceptable substitute to full time coverage, provided Contractor is advised of the complaint within (1) one hour of receipt of complaint by the answering service. During normal working hours a supervisor or employee of Contractor responsible for providing maintenance services shall be available for notification through radio communication.

Whenever immediate action is required to prevent impending injury, death or property damage to the facilities being maintained, County may, after reasonable attempt to notify Contractor, cause such action to be taken by County's work force and shall charge the cost as determined by County thereof against Contractor, or may deduct such cost from any amount due to Contractor from County.

Contractor shall maintain a written log of all complaints, the date thereof and the date action was taken pursuant thereto or the reason for non-action. The log of complaints shall be open to inspection by Facility Designee at all reasonable times.

All complaints shall be abated as soon as possible after notification; but in all cases within twenty-four (24) hours, to the satisfaction of Facility Designee. If any complaint is not abated within twenty-four (24) hours, Facility Designee shall be notified immediately of the reason for not abating the complaint followed by a written report to Facility Designee within five (5) days.

4.6 Safety: Contractor agrees to perform all work required hereunder in such a manner as to meet all acceptable standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all local, County, State or other legal requirements including but not limited to, full compliance with the terms of the applicable O.S.H.A. and CAL. O.S.H.A. Safety Orders at all times so as to protect all persons, including Contractor's employees, agents of County, vendors, members of the public or others from foreseeable injury, or damage to their property.

Contractor shall identify and immediately correct unsafe conditions on the premises, as well as any unsafe practices occurring thereon. During

normal working hours Contractor shall immediately notify the Facility Designee of any emergency medical care for any member of the public who is in need thereof, because of illness or injury occurring on the premises. Contractor shall cooperate fully with County in the investigation of any accidental injury or death occurring on the premises, including a prompt report thereof to the CEO within five (5) days.

4.7 Interpretation of Agreement and Specifications: Should any misunderstanding arise Director will interpret this Agreement. If Contractor disagrees with the interpretation of Director, he shall continue with the work in accordance with Director's interpretation. Within thirty (30) days after receipt of the interpretation, Contractor may file a written request with the Director for a hearing before a Dispute Review Panel as provided hereinbelow. The written request shall outline in detail the area of dispute.

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

5.0 MAINTENANCE AND INSPECTION:

5.1 Maintenance: The work to be done hereunder shall include Contractor's provision of all labor, materials, and equipment necessary for the provision of landscape maintenance at specified facility.

5.1.1 Contractor shall mow and edge turf areas, prune and trim shrubs and trees, provide weed control, irrigate, hand water, and operate manual and/or automatic irrigation systems, and other specific duties as set forth and designated in this Agreement.

5.1.2 In regard to the level of maintenance, all work shall be performed in accordance with the highest professional maintenance standards so as to maintain the aesthetic level of the facilities in the area. Standards may be modified from time to time as deemed necessary by Facility Designee for the proper maintenance of the facilities. The foregoing work shall be done in a thorough and professional manner under the direction of and to the satisfaction of Facility Designee.

5.1.3 Contractor shall not work or perform any operations during inclement weather, as determined by County, which may destroy or damage groundcover, or turf areas.

5.1.4 Contractor shall recognize that during the course of this Agreement other activities and operations may be conducted

at the facility by County work forces and other Contractors. These activities may include but not be limited to landscape refurbishment, irrigation system modification or repair, construction and storm related operations. Contractor may be required to modify or curtail certain operations and shall promptly comply with such requests by Facility Designee.

5.1.5 Contractor shall, during the hours and days of operation, respond to all emergencies within two (2) hours of notification.

5.1.6 Contractor Damage to County Property: All damage incurred to County's facilities as a result of Contractor's operation as determined by County shall be repaired or replaced at Contractor's expense. All such repairs or replacements shall be completed within the following time limits:

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

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

Failure by Contractor to comply with the noted time frames without prior notification and written approval of the Facility Designee, may result in County making Unsatisfactory Performance Deductions.

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

1.1 Trees - Minor damage such as bark lost from impact of mowing equipment shall be remedied by a qualified employee. If damage results in loss of a tree the damaged tree shall be removed and replaced.

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

5.1.8 Irrigation/Operation Maintenance:

a. Contractor shall hand water and provide the necessary equipment and materials including but not limited to, manual operation and/or bleeding of valves as required to sustain and prevent the loss of turf, trees, shrubs and groundcover.

b. Contractor shall maintain in an operational state at all times the irrigation system consisting of automatic controllers, control valves, gate valves, risers and sprinkler heads. All irrigation systems shall be inspected, tested and maintained in accordance with the specifications as set forth in Performance Work Statement.

c. Contractor shall provide personnel fully trained in all phases of landscape irrigation systems including but not limited to the operation, maintenance, adjustment and repair of such systems.

d. Complete piping replacement, replacement of the gate valves and automatic or manual controllers is not required of Contractor. Contractor may replace or repair leaking main and lateral irrigation lines automatic or manual control valves and gate valves. Such work will be considered "Other Work" and will be compensated as provided in Exhibit A, Performance Work Statement, Sub-Paragraph 3.3 (Other Work).

e. Contractor shall be responsible for the control of the irrigation systems during inclement weather conditions and shall limit the use of water concurrent with the weather situation to the satisfaction of the Facility Designee.

f. Contractor, during the daily hours of operation, shall correct malfunctioning irrigation systems and equipment within one (1) watering cycle of identification or following verbal notification from Facility Designee.

5.1.9 Scheduling: Five (5) days prior to performance of scheduled work, Contractor shall provide the Facility Designee a schedule of work to be performed for the designated facility on a weekly basis. The first schedule shall be submitted within ten (10) days after the effective date of this Agreement. Such work schedules shall identify the Routine Landscape Maintenance Services and Seasonal/Periodic Landscape Maintenance Services to be performed.

If the original schedule is altered or revised in any manner, such revisions shall be submitted to Facility Designee at least five (5) working days prior to scheduled time for the work.

5.2 Inspections: Contractor shall perform a maintenance inspection at least weekly during daylight hours of all areas where services are performed. Such inspection shall be both visual and operational. It shall include operation of all irrigation systems to check for proper condition and reliability.

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EXHIBIT B

California Department of Industrial Relations

# PUBLIC WORKS PAYROLL REPORTING FORM

PAGE ____ OF ____

NAME OF CONTRACTOR OR SUBCONTRACTOR | CONTRACTOR'S LICENSE # / SPECIALTY LICENSE # | ADDRESS

PAYROLL NO | FOR WEEK ENDING | SELF-INSURED CERTIFICATE # / WORKERS' COMPENSATION POLICY # | PROJECT OR CONTRACT NO / PROJECT AND LOCATION

| (1) NAME, ADDRESS AND SOCIAL SECURITY NUMBER OF EMPLOYEE | (2) NO. OF WITHHOLDING EXEMPTIONS | (3) WORK CLASSIFICATION | | (4) DAY M | T | W | TH | F | S | S | (5) TOTAL HOURS | (6) HOURLY RATE OF PAY | (7) GROSS AMOUNT EARNED: THIS PROJECT | ALL PROJECTS | (8) DEDUCTIONS, CONTRIBUTIONS AND PAYMENTS: FED TAX | FICA (SOC SEC) | STATE TAX | SDI | VAC/ HOL | HEALTH & WELF | PENSION | TRAING | FUND ADMIN | DUES | TRV/ SUBS | SAVINGS | OTHER * | TOTAL DED-UCTIONS | (9) NET WGS PAID FOR WEEK | CHECK NO |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | S | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | O | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | S | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| | | | S | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | O | | | | | | | | | | | | | | | | | | | | | | | | | | | |

HOURS WORKED EACH DAY

S = Straight time
O = Overtime
SDI = State Disability Insurance

* OTHER - Any other deductions, contributions and/or payments whether or not included or required by prevailing wage determination sheets must be separately listed. Use extra sheet if necessary.

CERTIFICATION must be completed (see back)

Form A - 131 (New 7-80)

EXHIBIT C

# EMPLOYEE'S ACKNOWLEDGMENT OF EMPLOYER

I understand that _____, is my sole employer for purposes of this employment.

I rely exclusively upon _____, for payment of salary and any and all other benefits payable to me or my behalf during the period of this employment.

I understand and agree that I am not an employee of Los Angeles County for any purpose and that I do not have and will not acquire any rights or benefits of any kind from County of Los Angeles during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer _____ and County of Los Angeles.

ACKNOWLEDGED AND RECEIVED:

NAME: _____

DATE: _____

NAME: _____
Print

Copy must be forwarded by CONTRACTOR to County's Chief Administrative Office, Worker's Compensation Division, Claims Section, 2615 South Grand Avenue, Los Angeles, California 90007

## ROUTINE LANDSCAPE MAINTENANCE SERVICES
## FREQUENCY CHART FOR CONTRACT TERM

| ROUTINE LANDSCAPE MAINTENANCE SERVICES | FREQUENCY FOR CONTRACT YEAR |
|---|---|
| Mowing | 52 |
| Edging | 52 |
| Litter Control | 528 |
| Weed Control | 52 |
| Raking | 52 |
| Pruning/Trimming | 52 |
| Irrigation/Operation & Maintenance | 52 |
| Interior Plants | 26 |

**El Monte Comprehensive Health Center**
ROUTINE LANDSCAPE MAINTENANCE SERVICES
STAFFING PATTERN FOR CONTRACT TERM
(HOURS PER CALENDAR MONTH)

| | Mowing | Edging | Litter Control | Weed Control | Interior Plants | Raking | Pruning/Trimming | Irrigation Operation & Maintenance | Total Hours Per Month |
|---|---|---|---|---|---|---|---|---|---|
| JAN. | 6 | 3 | 32 | 2 | 1 | 4 | 10 | 4 | 62 |
| FEB. | 6 | 3 | 32 | 2 | 1 | 4 | 10 | 4 | 62 |
| MAR. | 6 | 3 | 32 | 2 | 1 | 4 | 10 | 4 | 62 |
| APR. | 6 | 3 | 32 | 3 | 1 | 3 | 10 | 4 | 62 |
| MAY | 6 | 3 | 32 | 3 | 1 | 3 | 10 | 4 | 62 |
| JUN. | 6 | 3 | 32 | 3 | 1 | 3 | 10 | 4 | 62 |
| JUL. | 6 | 3 | 32 | 3 | 1 | 3 | 10 | 4 | 62 |
| AUG. | 6 | 3 | 32 | 3 | 1 | 3 | 10 | 4 | 62 |
| SEPT. | 6 | 3 | 32 | 3 | 1 | 3 | 10 | 4 | 62 |
| OCT. | 6 | 3 | 32 | 3 | 1 | 3 | 10 | 4 | 62 |
| NOV. | 6 | 3 | 32 | 2 | 1 | 4 | 10 | 4 | 62 |
| DEC. | 6 | 3 | 32 | 2 | 1 | 4 | 10 | 4 | 62 |

Total Hours Per Calendar Year 744

Total Hours of Non-Supervisory Employees Per Calendar Year 624

Total Hours of Supervisory Employees Per Calendar Year 120

EXHIBIT E

# PERFORMANCE REQUIREMENTS SUMMARY

## 1.0 Introduction

This Exhibit describes certain required services which shall be monitored by County during the term of this contract, and for which Contractor may be assessed deductions from the Basic Monthly Charge (Unsatisfactory Performance Deductions) if the service has not been satisfactorily provided. The listing at the end of this Exhibit identifies the areas to be inspected for determining Unsatisfactory Performance Deductions.

County expects a high standard of Contractor performance under this agreement. County will make every effort to work with Contractor to resolve any areas of difficulty. However, it is Contractor's responsibility to satisfactorily provide all the services in this Performance Work Statement, some of which are summarized in this Exhibit.

### 1.1 County Quality Assurance

Contractor performance shall be inspected each calendar month using County's Quality Assurance Monitoring Plan (QAMP).

1.1.1 County may use a variety of inspection methods to evaluate Contractor's performance. Methods of monitoring that may be used are one hundred (100) percent inspection of output items for routine landscape maintenance services at

randomly sampled times. County's Quality Assurance Evaluator (QAE) shall use a County Monitoring Checklist to carry out one hundred (100) percent inspections of Contractor on a random basis. During these inspections, the QAE will complete County Monitoring Checklist on a weekly basis and determine each calendar month if Contractor has achieved at least eighty (80) percent of the total points possible for routine landscape maintenance services performed.

1.1.2 Consumer complaints may be used by County as a monitoring method to measure consumer satisfaction with Contractor's services.

1.2 Criteria For Acceptable and Unacceptable Performance

Performance of the listed services to be inspected weekly is considered acceptable when Contractor has achieved at least (80%) eighty percent of the total points possible for routine landscape maintenance services performed. When the performance is unacceptable, the QAE shall complete a Contract Discrepancy Report (CDR). The CDR requires Contractor to explain in writing why performance was unacceptable, how performance shall be returned to an acceptable level, and how recurrence of the problem shall be prevented. Unacceptable service performance may result in Unsatisfactory Performance Deduction(s) as described in Section 1.4

below. The Facility Designee shall evaluate Contractor's explanation on the CDR, and if the Facility Designee determines, in his sole discretion, that the particular defective performance for the particular service was caused by accident, strike, or similar occurrence beyond the control and without the fault or negligence of Contractor, then the Facility Designee may decline to assess the Unsatisfactory Performance Deduction.

1.3 Remedy of Defects

Notwithstanding a finding of unsatisfactory service performance and imposition of Unsatisfactory Performance Deduction, Contractor must, as soon as possible, remedy any and all defects in the provision of services, and, as deemed possible or feasible by the Facility Designee, perform such services again at an acceptable level.

1.4 Unsatisfactory Performance Deductions

A point system shall be used to determine the amount of Unsatisfactory Performance deductions to be assessed when performance is less than the Acceptable Quality Level. The primary method shall be used for determining the monthly level of service provided will be regular inspections utilizing a County Monitoring Checklist. Unsatisfactory performance shall be based upon the overall level of service provided each calendar month. The Acceptable Quality Level for each month shall be eighty (80%) percent of the maximum number of points available according to the Monitoring

Checklist, and shall be determined by taking the average of Contractor's weekly scores (i.e., adding the weekly Monitoring Checklist scores and dividing the total by the number of Monitoring Checklists for that month). When performance is less than acceptable level described in Section 2.1, Contractor shall be assessed Fifty Dollars ($50) for unsatisfactory performance. When deficiencies occur, a follow-up inspection will be made at the end of one week. If, upon the follow-up inspection, an overall eighty percent is not achieved, an additional deduction of Fifty Dollars ($50) shall be assessed. This follow-up inspection and Fifty Dollar ($50) deduction process shall occur weekly until the deficiencies are corrected as described above. In no case, however, shall the unsatisfactory performance deduction for any individual required service listed in the PRS chart to this exhibit exceed the percentage indicated in the PRS chart.

ROUTINE LANDSCAPE INSPECTION CHECKLIST (SAMPLE)
LANDSCAPE MAINTENANCE SERVICES AGREEMENT #_____

Facility: EL MONTE COMPREHENSIVE HEALTH CENTER

**INSPECTION DATE:** **January 9, 200x**
**AREAS INSPECTED:** **Southwest parking lot, northeast lawn, northwest garden**

**Instructions:** Columns A and B list certain required Agreement Services and the service standards to measure performance. Column C contains the maximum number of points that can be earned for each service standard.

County's monitor shall inspect County's landscape areas to be maintained under the Agreement. Enter in Column D the number of points earned that best reflects the quality of completed work for each respective standard.

The maximum number of points that can be earned for all standards is 35; Contractor must earn at least the Acceptable Quality Level(AQL) of 28 points to be in compliance (AQL = 35 X 80% = 28).

The facility may assess Contractor an Unsatisfactory Performance Deduction, for each point below the AQL.

| A. | B. | C. | D. | E. |
|---|---|---|---|---|
| REQUIRED SERVICE | SERVICE STANDARD (SS) | MAX. PTS | POINTS EARNED | PT. CRITERIA |
| **Mowing** | 1. Evenly mowed without scalping; | 3 | 3 | ss 1 met |
| | 2. All grass clippings collected and removed on same day; and | 1 | 0 | ss 2 met |
| | 3. Walkway cleaned after mowing. | 1 | 1 | ss 3 met |
| | Total | 5 | 4 | |
| **Edging** | 1. Turf edges uniformly edged; | 2 | 2 | ss 1 met |
| | 2. Flower beds and ground cover areas are free of grass invasions; | 1 | 0 | ss 2 met |
| | 3. Turf around sprinklers, valve boxes, meter boxes trimmed; and | 1 | 0 | ss 3 met |
| | 4. Grass growth limited to 18 Inches from trunks of trees and shrubs. | 1 | 0 | ss 4 met |
| | Total | 5 | 2 | |

| A. | B. | C. | D. | E. |
|---|---|---|---|---|
| REQUIRED SERVICE | SERVICE STANDARD (SS) | MAX. PTS | POINTS EARNED | PT. CRITERIA |
| **Litter Control** | 1. Litter free landscaped areas. | 5 | 4 | ss 1 met |
| | Total | 5 | 4 | |
| **Weed Control** | 1. Walkways and driveways free from weeds; | 2 | 2 | ss 1 met |
| | 2. Parking lots free from weeds; and | 1 | 0 | ss 2 met |
| | 3. Planters/flower beds free from weeds. | 2 | 0 | ss 3 met |
| | Total | 5 | 2 | |
| **Raking** | 1. Turf raked of accumulated leaves; | 3 | 3 | ss 1 met |
| | 2. Planters/flower beds raked of accumulated leaves; and | 1 | 0 | ss 2 met |
| | 3. Raked leaves removed. | 1 | 1 | ss 3 met |
| | Total | 5 | 4 | |
| **Pruning/ Trimming** | 1. Seven foot vertical clearance of all branches overhanging walks; | 1 | 1 | ss 1 met |
| | 2. 14 foot vertical clearance for branches overhanging beyond roadway curbs; | 1 | 1 | ss 2 met |
| | 3. Trimming wounds inch and over painted after trimming; | 1 | 1 | ss 3 met |
| | 4. Clippings from pruned/trimmed trees/ shrubs are removed when work is completed; | 1 | 1 | ss 4 met |
| | 5. Dead, diseased, and unsightly branches, vines, plants or other growth removed. | 1 | 0 | ss 5 met |
| | Total | 5 | 4 | |
| **Irrigation/ Operation and Maintenance** | 1. All landscaped areas properly watered - no dry areas; | 2 | 2 | ss 1 met |
| | 2. Irrigation system operational; and | 2 | 1 | ss 2 met |
| | 3. No excessive water runoff. | 1 | 1 | ss 3 met |
| | Total | 5 | 4 | |

## MONITORING CHECKLIST (SAMPLE)

## LANDSCAPE MAINTENANCE SERVICES AGREEMENT #_____

## Facility: EL MONTE COMPREHENSIVE HEALTH CENTER

**Inspection Date: January 9, 20xx**

**Instructions:** Complete lines 1, 3, and 5 by following the formula outlined in the table below to determine if Contractor's performance is below the AQL and subject to Unsatisfactory performance Deductions.

| | | |
|---|---|---|
| 1 | Total Points Earned | 26 |
| 2 | Less: AQL Points | (28) |
| 3 | Points Subject To Unsatisfactory Performance Deduction (Line 1 minus Line 2) | 2 |
| 4 | Unsatisfactory Performance Deduction For Each Point Below The AQL | $50.00 |
| 5 | Total Dollar Unsatisfactory Performance Deduction Fees (Line 3 Times Line 4) | $100.00 |

**Note:** If calculation of Line 1 minus Line 2 results in a positive number, enter "zero" in Line 3, otherwise enter the negative number.

**Prepared By:**_____ **Date Prepared:**_____

PERFORMANCE REQUIREMENTS SUMMARY
ROUTINE LANDSCAPE MAINTENANCE SERVICES

| REQUIRED SERVICE | SERVICE INDICATOR | SERVICE STANDARDS | ACCEPTABLE QUALITY LEVEL (AQL) | COUNTY METHOD OF MONITORING | UNSATISFACTORY PERFORMANCE DEDUCTION FROM BASIC MONTHLY CHARGE FOR NOT REACHING THE AQL |
|---|---|---|---|---|---|
| 1. Mowing | Evenly mowed | See Exhibit A (Performance Work Statement) and Exhibit F (Specifications) | * | Periodic 100 percent inspection by use of a Monitoring Checklist; Consumer Complaints | ** |
| 2. Edging | Landscaped areas edged | Same as above | * | Same as above | ** |
| 3. Litter Control | Litter free landscaped areas | Same as above | * | Same as above | ** |
| 4. Weed Control | Weeds eliminated from cultivated and non-cultivated areas | Same as above | * | Same as above | ** |
| 5. Raking | Absence of leaves and debris from landscaped areas. | Same as above | * | Same as above | ** |
| 6. Pruning/ Trimming | Hedges trimmed, trees pruned to appropriate shape and height | Same as above | * | Same as above | ** |
| 7. Irrigation/ Operation and Maintenance | Properly working irrigation system, no excessive runoff; no dry areas | Same as above | * | Same as above | ** |

a. The Acceptable Quality Level of service for each calendar month shall be 80% of the maximum points available per calendar month according to the Monitoring Checklist.

** Contractor may be assessed Fifty Dollars ($50) for unsatisfactory performance for each point per calendar month below the Acceptable Quality Level.

# SPECIFICATIONS STATEMENT OF WORK

## EL MONTE COMPREHENSIVE HEALTH CENTER

1.0 ROUTINE LANDSCAPE MAINTENANCE SERVICES

1.1 MOWING:

1.1 Contractor shall perform mowing operations in a professional manner that ensures a smooth surface appearance without scalping.

1.1.2 Contractor shall set mowing heights to be not less than three-fourths (3/4) inch for all turf areas. Mowing height may be set as high as one and one-half (1 1/2) inches with one (1) inch being considered normal. Mowing heights may vary for special events and conditions as determined by the Contract Coordinator. Mower adjustments shall be made and measured on a flat paved surface. Mowing heights may vary for special events and conditions.

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

1.1.4 Walkways shall be cleaned immediately following each mowing.

1.2 EDGING:

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

1.2.2 When designed edges exist in flower beds, these edges shall be kept clean, sharp, well defined and free of weeds and grass invasion.

1.2.3 All turf edges including, but not limited to, sidewalks, flush paved areas such as patios, drives, curbs, etc., shrub beds, flower beds, groundcover beds and around the base of trees shall be edged to a neat and uniform line at all times.

1.2.4 The edge of turf shall be maintained in a trimmed or limited condition around all sprinklers (to provide maximum water coverage), valve boxes, meter boxes, backflow devices and other obstacles.

1.2.5 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.

1.2.6 Mechanical Edging: 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. All walkways shall be cleaned immediately following each mechanical edging.

1.2.7 Chemical Edging:

1.2.7.1 Chemical application may be used in and around areas such as planters, areas adjacent to buildings, trees, fence lines, sprinkler heads, etc. Prior to application of chemicals,

all areas shall be trimmed to proper mowing height. Chemicals shall be applied in a manner to limit drift to six (6) inches. Precautionary measures shall be employed since all areas will be open for public access during application.

1.2.7.2 Linear chemical edging of turf boundaries may be performed in a manner that ensures a defined turf edge and limits its encroachment into beds or across boundaries where it is impractical to edge mechanically. A twelve (12) inch barrier width shall be considered normal.

1.2.7.3 Chemical detailing of sprinkler heads, valve boxes, meter boxes, and similar small obstacles in turf areas may be performed in a manner that ensures operability, ease of location or a clean appearance. A clearance of no less than six (6)inches or more than seven (7) inches shall be maintained.

1.3 LITTER CONTROL:

1.3.1 Litter control includes the removal of all paper, glass, trash, undesirable materials, siltation and other accumulated debris within the landscaped areas to be maintained including, but not limited to, walkways, between and around planted areas, parking lots, steps, planters, drains and catch basins. Litter control shall be performed daily as follows:

| FACILITY:<br>**El Monte CHC** | 1st Time | 2nd Time |
|---|---|---|
| Monday - Saturday | 9:00 a.m. | 2:00 p.m. |

1.3.2 Contractor shall be required to remove all trash, clippings, and any other debris which results from its maintenance services and such material shall be hauled to a disposal site approved by the Facility Designee.

1.4 WEED CONTROL:

1.4.1 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.

1.4.2 Methods for removal of weeds can incorporate one (1) or all three (3) of the following:

- Hand Removal
- Cultivation
- Chemical Eradication

1.4.3 All grasslike weeds, morning glory or vineweed types, ragweed or other underground spreading weeds shall be kept under strict control.

1.4.4 All weeds and grass shall be eliminated from walkways, curbs and gutter expansion joints, driveways, parking lots, patios and drainage areas.

1.4.4.1 Flower Beds - 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.

1.4.5 Contractor shall apply herbicide per manufacturer's recommendation.

1.4.6 Weeds treated with a contact weed chemical shall be left in place for a minimum of seven (7) days. If kill is not complete, a second application shall be applied.

1.4.7 Weeds treated using a systemic chemical shall be left in place per manufacturer's recommendation. If kill is not complete by the time specified in the manufacturer's recommendation, a second application shall be applied.

1.4.8 After complete kill all dead weeds shall be removed from area.

1.5 RAKING :

Contractor shall remove accumulation of leaves from all landscaped areas including but not limited to beds, parking lots, walkways, planters, and turf areas under trees and removed from the area.

1.6 PRUNING/TRIMMING:

1.6.1 Clearance: All trees shall be pruned 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.

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

1.6.3 Trim designated hedges to maintain formal hedges and topiary work.

1.6.4 Remove all clippings the same day that plant materials are pruned or trimmed.

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

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

1.6.6.1 Groundcover: Contractor shall remove all dead, diseased and unsightly branches, vines or other growth. All groundcover areas shall be pruned to maintain a neat edge along planter box walls. Any runners that start to climb buildings, shrubs or trees shall be pruned out of these areas.

1.6.6.2 Flower Beds: Contractor shall promptly remove and dispose of any and all diseased plants from all beds. Broken, damaged or unsightly flowers or plant parts are to be removed promptly. With such display type blooms as floribunda roses, dahlias, etc., spent blooms are to be removed regularly when they become unsightly.

1.7 IRRIGATION/OPERATION AND MAINTENANCE:

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

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

1.7.2.1 Adjusting and setting of the automatic controller to establish frequency and length of watering period.

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

1.7.2.3 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.

1.7.2.4 Watering shall be regulated to avoid interference with any use of the facility's, roadways, paving or walks.

1.7.2.5 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.

1.7.2.6 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.

1.7.2.7 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.

1.7.2.8 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.

1.7.2.9 Contractor shall be responsible for operation of automatic controllers, valves, and sprinkler heads in

managing the overall irrigation water delivery system of the area. All irrigation systems shall be regularly inspected and tested in accordance with the specifications specified herein.

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

1.7.2.11 Contractor is responsible, each year for performing the following tasks:

a. Setting, scheduling and monitoring all irrigation controllers.
b. Inspecting and reporting of irrigation system status.
c. Adjusting and cleaning of sprinkler heads.
d. Repairing or replacing of sprinkler heads having a one-half (1/2) inch inlet.
e. Locating and documenting malfunctioning and/or inoperable sprinkler heads having a tree-

fourth (3/4) inch or larger inlet. Removing such heads, and replacing same with heads as provided by, and as instructed by, the Facility Designee.

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

g. Providing replacements of all risers and swing joints ue to normal wear, vandalism and third party negligence.

h. Providing 1" x 1" x 1/4" inch angle iron, thirty (30) inches in length for supporting risers on slopes and in beds.

i. Providing 1/2" worm drive bands for securing risers to stakes.

j. Flushing irrigation pipelines.

k. Replacement of valve box covers due to normal wear, vandalism and third party negligence.

l. Contractor shall confer with the Facility Designee regarding the need for replacement or relocation of inoperable sprinkler heads. County may require Contractor, at no additional cost, to relocate the inoperable sprinkler head(s) to those areas within the facility identified by the Facility Designee.

1.7.2.12 County is responsible for the repair and/or replacement of the following items of the irrigation system: quick couplers, automatic valves, gates valves, valves, pumps, automatic controllers and backflow devices. Contractor shall notify Facility Designee, of any damaged or inoperable components identified above, indicating the problem, size and type of problem irrigation equipment.

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

1.7.2.14 Contractor may be required to replace or repair leaking irrigation mains, lateral irrigation lines, gate valves, valves, pumps, automatic controller and backflow devices. Such work shall be considered Other Work and shall be compensated as provided in Exhibit A (Performance Work Statement For Landscape Maintenance Services), Paragraph 3.0 (Billing and Payment), Subparagraph 3.3, (Other Work).

1.8 IRRIGATION SYSTEM OPERABILITY AND TESTING (Irrigation/ Operation and Maintenance):

1.8.1 In order to insure 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 and report any damage or incorrect operation to the Facility Designee.

1.8.2 During the testing Contractor shall:

1.8.2.1 Adjust all sprinkler heads for correct coverage, to prevent excessive runoff and/or erosion and to prevent watering of roadways, sidewalks, hard surface areas and private property.

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

1.8.2.3 Replace or repair inoperable irrigation equipment.

1.8.2.4 All system malfunctions, damage and obstructions shall be recorded, reported to the Facility Designee and corrective action taken.

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

1.8.2.6 Repair or replace malfunctioning sprinkler heads within (1) one watering cycle.

1.8.2.7 Correct malfunctioning irrigation systems and equipment within two (2) hours of identification or following verbal notification.

1.8.2.8 Control the irrigation system during inclement weather conditions and limit the use of water concurrent with the weather situation to the satisfaction of the Facility Designee.

1.8.2.9 Flushing of the irrigation lines of grit and gravel shall be done by removing the last head on each lateral and operating the system until those materials are expelled.

1.9 USE OF CHEMICALS:

1.9.1 All work involving the use of chemicals shall be in compliance with all Federal, State and local laws and will be accomplished by or under the direction of a State of California Licensed Pest Control Operator.

1.9.2 Contractor shall submit listing of proposed fertilizer/micro nutrients and chemicals to include commercial name, application rates and type of usage to the Facility Designee for approval at the commencement of the contract. No work shall begin until written approval of use is obtained from the Facility Designee.

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

1.9.4 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.

1.9.5 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 Designee five (5) days prior to intended chemical usage.

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

1.9.7 Contractor shall give Facility Designee twenty-four (24) hour notification of use of chemicals for landscape areas.

1.10 INTERIOR PLANTS:

Contractor shall provide and maintain interior plants specified by Facility Designee. This includes, but is not limited to, watering, maintaining aesthetic quality, and replacement of plants, as needed or requested by Facility Designee. Contractor shall provide all materials approved by Facility Designee required to accommodate interior plants, including but not limited to, pots an protective screens.

## 2.0 SPECIFICATIONS FOR SEASONAL/PERIODIC LANDSCAPE MAINTENANCE SERVICES

### 2.1 VERTICAL MOWING:

2.1.1 Contractor shall vertical mow to remove thatch in turf areas, to encourage healthy growth and to maintain acceptable appearance.

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

2.1.3 Sweep or rake dislodged thatch from turf areas and remove from the facility.

### 2.2 FERTILIZATION (Per Application):

2.2.1 Application of the fertilizer shall be done in sections, determined by the areas covered by each irrigation system. All areas fertilized shall be thoroughly soaked immediately after fertilization.

2.2.2 Trees - Contractor shall apply fertilizer within the dripline to provide healthy color. Fertilizer should be inorganic and granular in form with trace elements.

2.2.3 Shrubs/Groundcover - Contractor shall apply fertilizer to provide a healthy color in all shrubs. Foliar feeding may be used if applicable. Fertilizer should be inorganic and granular in form with trace elements.

2.2.4 Turf - All turf area shall receive not less than one (1) pound of actual available nitrogen in a balanced fertilizer form for each one thousand (1,000) square feet of turf area. All fertilizer shall be inorganic and granular.

2.3 SHRUB/TREE CARE/PRUNING:

Contractor shall be responsible for the care and pruning of all trees that currently exist or will exist at the facility. If Contractor recommends that a particular tree does not require pruning during a contract year, then Facility Designee may take that recommendation into consideration. However, if Facility Designee does not agree with Contractor's recommendation, then Contractor shall prune the tree.

Contractor shall prune trees with the intent of developing structurally sound trees, symmetrical in appearance with the proper vertical and horizontal clearance as follows:

2.3.1 All trees shall be trimmed, shaped and thinned. Under no circumstances shall hedge shears be used as a means of pruning trees.

2.3.2 All dead and damaged branches and limbs shall be removed at the point of breaking.

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

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

2.3.5. El Monte Comprehensive Health Center has (2) two security cameras situated on its roof to provide security to the grounds

and parking areas (see Attachment L [Site Map]). All trees identified in Attachment L shall be pruned and maintained at clearance levels not to exceed (5) five feet below roof. All trees not identified in Exhibit L shall be pruned and maintained at clearance levels described in Section 1.0 (Routine Landscape Maintenance Services), Paragraph 1.6 (Pruning/Trimming), Subparagraph 1.6.1 (Clearance) of this Exhibit.

2.3.6 Pruning Procedures:

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

2.3.6.2 All limbs 1 1/2" or greater in diameter shall be undercut to prevent splitting.

2.3.6.3 All limbs shall be lowered to the ground using a method which prevents damage to the remaining limbs.

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

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

2.3.6.6 Climbing spurs shall not be used.

2.3.7 Pruning Criteria:

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

2.3.7.2 All trees shall be pruned for vertical and horizontal clearance.

2.3.7.3 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 to twenty (24) four inch spacing.

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

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

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

2.3.7.7 No stubs will be permitted.

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

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

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

2.3.7.11 All trees which are downed by either natural or unnatural causes, shall be removed and hole backfilled to grade.

2.3.8 Scheduled Pruning:

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

2.3.8.2 All recommended pruning shall be scheduled and performed to all trees on the Facility.

2.3.8.3 Pruning schedules shall not exceed two (2) weeks. Extended periods may be allowed at the discretion of the Facility Designee.

2.3.8.4 Rescheduling is at the discretion of the Facility Designee. Facility Designee shall notify Contractor at least five (5) working days prior to reschedule pruning.

2.3.8.5 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.

2.3.8.6 Parking lots and stalls shall not be blocked without prior arrangements with the Facility Designee.

2.3.9 Staking and Tying:

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

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

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

2.3.9.4 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.

2.3.10 Criteria For Staking and Tying:

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

2.3.10.2 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).

2.3.10.3 Stakes will be placed eight (8) inches from the trunk of the tree.

2.3.10.4 Stakes and ties will be placed so no chafing of bark occurs.

2.3.10.5 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.

2.4 CULTIVATION:

Contractor shall cultivate beds and planter areas once every two (2) weeks or as needed 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.

2.5 RODENT CONTROL:

Contractor shall maintain all areas free of rodents including but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, groundcover, trees and irrigation systems.

2.6 TURF RESEEDING:

2.6.1 Contractor shall provide labor and materials for over seeding once a year. Over seeding must commence no later than October 1 and be completed within three (3) weeks of commencement. Seeds used for over seeding shall be perennial rye or perennial fescue. The topping shall be nitrogen added to redwood sawdust. Personnel used for over seeding shall not be part of the Routine Landscape Maintenance Services crew.

2.6.2 Contractor shall over seed all damaged, vandalized or bare areas to re-establish turf to an acceptable quality compatible to that of existing turf.

2.6.3 Areas to be over seeded will be seeded at the rate of application recommended to maintain a good appearance.

2.7 RENOVATION-TURF:

2.7.1 Contractor shall renovate turf to the soil line and remove all excessive thatch.

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

2.7.3 Areas to be over seeded will be seeded utilizing blends or mixtures at the rate application as required to maintain a good appearance.

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

2.8 DISEASE/INSECT CONTROL:

2.8.1 Contractor shall 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.

2.8.2 The Facility Designee shall be notified immediately of any disease, insects or unusual conditions that may develop.

2.8.3 A disease control program to prevent all common disease from causing serious damage shall be provided on an as needed basis. Disease control shall be achieved utilizing materials and rates recommended by a licensed California Pest Control Advisor.

2.8.4 An insect control program to prevent all common insects from causing serious damage shall be provided on an as needed

basis. Insect control shall be achieved utilizing materials and rates recommended by a licensed California Pest Control Advisor.

2.9 AERIFICATION:

Contractor shall aerate all turf by using a device that removes cores to a depth of two (2) inches at not more than six (6) inches on center.

2.10 GENERAL

2.10.1 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. Plans 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 Designee.

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

2.10.3 Quality: Plants shall be sound, healthy, vigorous, free from plant disease, insect pests 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.

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

2.10.5 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. They must be sturdy enough to stand safely without staking.

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

2.10.7 All trees permanently damaged by any means will be replaced with the identical species of tree existing previously, unless otherwise notified in writing by the Facility Designee. Size of the replacement shall be of like size not to exceed twenty-four (24) inch box specimen container size. The need for and the size of replacement will be determined by the Facility Designee.

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

EXHIBIT G

## CONTRACTOR LINE ITEM BUDGET

## ROUTINE/SEASONAL AND PERIODIC LANDSCAPE MAINTENANCE SERVICES

**FACILITY: El Monte Comprehensive Health Center**

| I. ROUTINE LANDSCAPE MAINTENANCE COST | |
|---|---|
| **DIRECT COSTS** | **BUDGET COSTS** |
| - Labor (Management/Staffing) | |
| Salaries and Wages | $7,562 |
| Employee Benefits (1) | $1,663 |
| Health Insurance (1) | $0 |
| **Subtotal Labor** | $9,225 |
| - Services and Supplies (S&S) | |
| Supplies | $1,800 |
| Materials (Consumables) | $800 |
| Other S&S (specify) | $0 |
| **Subtotal Services and Supplies** | $2,600 |
| - Equipment (2) | $0 |
| New | $0 |
| Lease | $0 |
| Installation (if any) | $0 |
| Other (specify) | $0 |
| **Subtotal Equipment** | $0 |
| - Other Direct Costs (3) | |
| Utilities | $ |
| Maintenance | $900 |
| Alterations and Repairs (if any) | $400 |
| Other (specify) | $0 |
| **Subtotal Other Direct Costs** | $1,300 |
| - Start Up Costs (3) | $400 |
| **Total Direct Costs** | $13,525 |

# CONTRACTOR LINE ITEM BUDGET

## ROUTINE/SEASONAL AND PERIODIC LANDSCAPE MAINTENANCE SERVICES

**FACILITY: El Monte Comprehensive Health Center**

| | |
|---|---|
| **I. ROUTINE LANDSCAPE MAINTENANCE COST (CONTINUED)** | |
| **INDIRECT COSTS (2)** | |
| - General and Administrative (Overhead) | $676 |
| - Management Support Costs, if applicable | $300 |
| - Gross Profit/Fee | $2,175 |
| - Other (specify) | $0 |
| **Total Indirect Costs** | $3,151 |
| **GRAND TOTAL DIRECT AND INDIRECT COST** | $16,676 |
| Annual Fixed Reimbursement Amount (AFRA) | $16,676 |
| Basic Monthly Charge (AFRA divided by 12) | $1,390 |
| **II. TOTAL MAXIMUM SEASONAL/PERIODIC LANDSCAPE MAINTENANCE SERVICES COST** | $6,256 |
| **III. TOTAL MAXIMUM CONTRACT COST PER YEAR** | $22,932 |

(1) Attach a separate sheet listing the employee benefits paid by contractor the percentage contributed (or rate) and the employees eligible to receive offered benefits.

(2) The costs of any equipment to be acquired by Contractor by purchase or lease shall be depreciated fully on a straight line basis over the period from the date of acquisition by Contractor to and including the expiration date any resultant contract. Only the first contract year costs, i.e., 12 months of depreciation (equipment) should be shown on the Line Item Budget.

(3) List each cost item on a separate line. If there is not enough space on this sheet, attach a separate page for the remaining line items.

(4) County reserves the option to provide Seasonal/Periodic Landscape Maintenance services under this contract from another vendor.

EXHIBIT H

SEASONAL/PERIODIC LANDSCAPE MAINTENANCE SERVICES
AND OTHER WORK

**Contract Period: July 1, 2003 - June 30, 2008**

**FACILITY**: El Monte Comprehensive Health Center

| **I. SEASONAL/PERIODIC LANDSCAPE MAINTENANCE SERVICES** | | | | |
|---|---|---|---|---|
| TASKS | Frequency | Staff Hours Per Frequency | Cost Per Frequency | Maximum Total Cost (12 Month Period) |
| Cultivation | 4 | 6 | $0 | $0 |
| Renovation - Turf | 0 | 0 | $0 | $0 |
| Turf - Reseeding | 0 | 0 | $0 | $0 |
| Shrub/Tree Care/Pruning | 1 | 240 | $4800 | $4800 |
| Aerification | 0 | 0 | $0 | $0 |
| Vertical Mowing | 0 | 0 | $0 | $0 |
| Fertilization | 4 | 12 | $204 | $816 |
| Disease/Insect Control | 4 | 2 | $80 | $320 |
| Rodent Control | 4 | 2 | $80 | $320 |
| | | | | $6,256 |

| **II. OTHER WORK** | |
|---|---|
| **CLASSIFICATION** | **HOURLY RATE (INCLUDES PROFIT AND OVERHEAD)** |
| Pest Control Operator | $40 |
| Irrigation Specialist | $50 |
| Landscape Maintenance Laborer | $17 |

EXHIBIT I

# LIVING WAGE PROGRAM ORDINANCE

## Title 2 ADMINISTRATION

Chapter 2.201 LIVING WAGE PROGRAM

2.201.010 Findings

2.201.020 Definitions

2.201.030 Prospective effect

2.201.040 Payment of living wage

2.201.050 Other provisions

2.201.060 Employer retaliation prohibited

2.201.070 Employee retention rights

2.201.080 Enforcement and remedies

2.201.090 Exceptions

2.201.100 Severability

### 2.201.010 Findings.

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

a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of 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 contract and/or one or more cafeteria services contract; 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 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. (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 County of no less than the hourly rates set under this chapter. The rates shall be $8.32 per hour with health benefits, or $9.46 per hour without health benefits.

B. To qualify for the living wage rate with health benefits, an employer shall pay at least $1.14 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 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 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 subsection A and B of this section, above for future contracts. (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 County the necessity to use non-full time employees based on staffing efficiency or 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 provision 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 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 County Chief Administrative Officer, or to County Auditor Controller, or to 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 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 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 employers 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. 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, not to exceed three years. (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 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 revenue 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 revenue 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 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

# COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM

## APPLICATION FOR EXEMPTION AND CERTIFICATION FORM

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exemption from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is exempt from the Program.

| | | | |
|---|---|---|---|
| Company Name: | Environmental Maintenance Co. | | |
| Company Address: | 10950 S. Central Ave | | |
| City: | Los Angeles | State: CA | Zip Code: 90059 |
| Telephone Number: | 323 566 8527 | ( ) | |
| Solicitation For ( Type of Goods or Services): | Landscape Maintenance Svs. | | |

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

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

☐ My Business does not meet the definition of "contractor", as defined in the Program as it has not received an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exemption is not available if the contract/purchase order itself will exceed $50,000). I understand that the exemption will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of $50,000 in any 12-month period.

☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are $500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

**"Dominant in its field of operation"** means having mor than ten employees, including full-time and part-time employees, and annual gross revenues int eh preceding twelve months, which, if added to the annual amount of the contract awarded, exceed $500,000.

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

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

**OR**

**Part II: Certification of Compliance**

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

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

| | |
|---|---|
| Print Name: Timothy Watkins | Title: President |
| Signature: | Date: |

EXHIBIT K

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 administrative 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 administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

**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,

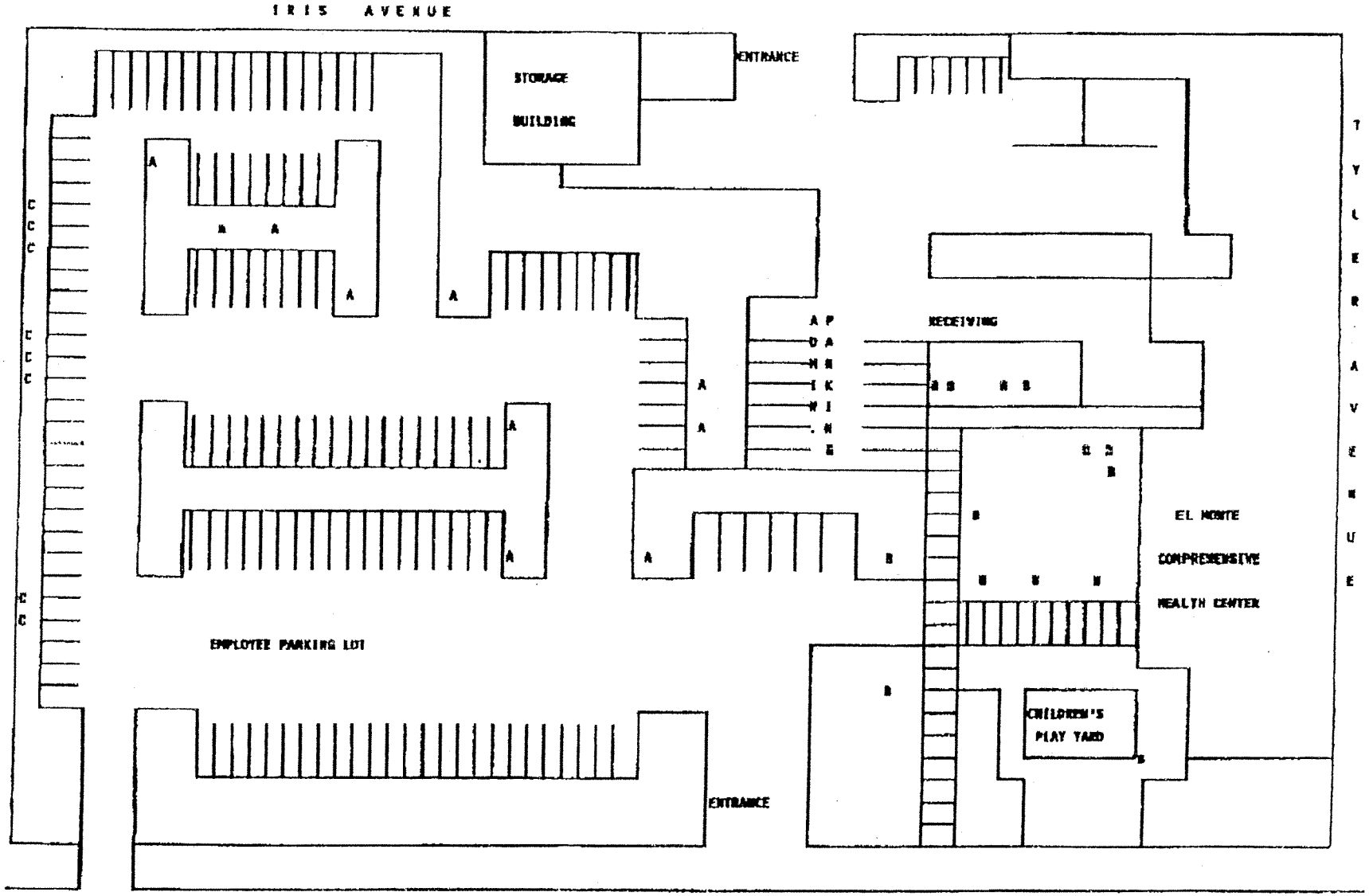
3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"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.




El Monte Comprehensive Health Center
(Page 1 of 2)

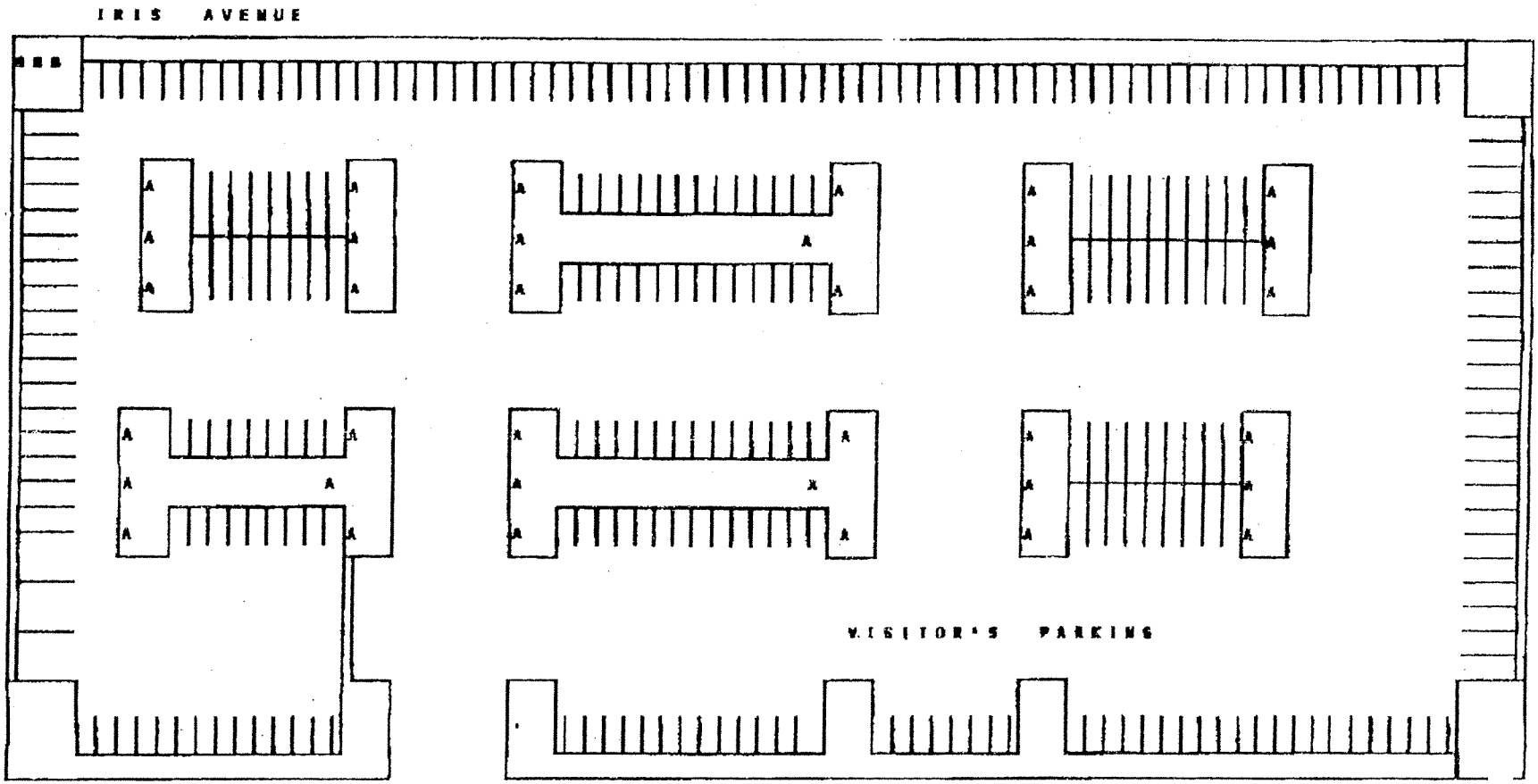
**LEGEND**

A= Tree will not exceed 10 feet in height.
Tree will be thinned and trimmed.

B= Tree height will not exceed 1st Floor ceiling level

C= Tree height will not exceed ajacent building's rooftop

EXHIBIT L




**LEGEND**

A= Tree will not exceed 10 feet in height. Tree will be thinned and trimmed.

B= Tree height will not exceed 1st Floor ceiling level.

*Certainly we would prefer that women seek help while they are pregnant, not after giving birth, to receive proper medical care and counseling. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in a hospital emergency room.*

**The California Safely Surrendered Baby Law:**

Allows a distressed birth parent(s) to legally, confidentially, and safely surrender their baby

Provides a safe place for babies

Protects the parent(s) from arrest or prosecution for abandonment as long as the baby has not been abused or neglected

Does not require that names be given when the baby is surrendered

Permits parents to bring a baby within 3 days of birth to any hospital emergency room in California

**In California, no one ever has to abandon a child again.**

**State of California**
Gray Davis, Governor
**Health and Human Services Agency**
Grantland Johnson, Secretary
**Department of Social Services**
Rita Saenz, Director

PUB 420 (8/02)

# no shame.
# no blame.
# no names.

## now there's a way to safely surrender your baby

### What is the Safely Surrendered Baby Law?

It's a new law. Under this law, a person may surrender their baby confidentially. As long as the baby has not been abused or neglected, the person may do so without fear of arrest or prosecution.

### How does it work?

A distressed parent who is unable or unwilling to care for an infant can legally, confidentially and safely surrender their baby within 3 days of birth. All that is required is that the baby be brought to a hospital emergency room in California. If there are additional places, they will be listed on the back of this brochure. As long as the child shows no signs of abuse or neglect, no name or other information is required. A bracelet will be placed on the baby for identification. A matching bracelet will be given to the parent. The bracelet will help connect the parent to the baby if the parent wants the baby back.

### Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows another person to bring in the baby if they have legal custody.

### Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week.

### Does a parent have to tell anything to the people taking the baby?

No. Nothing is required. However, hospital personnel will give the parent a medical information questionnaire that is designed to gather family medical history. This could be very useful in caring for the child but it is up to the parent to complete it.

### What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a foster or pre-adoptive home.

### What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

### What if a parent wants the baby back?

The parent(s) may take the bracelet back to the hospital. Hospital personnel will provide information about the baby.

### Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being hurt or killed because they were abandoned.

You may have heard tragic stories of babies left in dumpsters or public toilets. The persons who committed these acts 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 nowhere to turn for help, they abandoned their infants.

Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

### The Eighteenth Safely Surrendered Baby in California

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law.

This baby was the eighteenth child protected under California's Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed in a foster home for short-term care while the adoption process was started.

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Every baby deserves a chance for a healthy life. If you or someone you know is considering giving up a child, learn about your options.

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# Los Angeles County Safely Surrendered Baby Hotline

# (877)BABY SAFE

## Toll Free (877) 222-9723

- Call for Information on How to Safely Surrender a Newborn Infant Under the Safely Surrendered Baby Law
- Referrals Provided to Designated Safe Haven Sites
- Referrals Provided to Other Support Services

- Guaranteed Confidentiality
- 7 Days a Week
- 24 Hours a Day
- English and Spanish and 140 Other Languages Spoken

INFO LINE OF LOS ANGELES

INFO LINE of Los Angeles has been in business since 1981.
INFO LINE of Los Angeles is an AIRS accredited agency.

Calls from the media should be directed to Thelma Bell or Michele Yoder at (626) 350-1841.