



COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

GAIL FARBER, Director

December 04, 2012

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

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

32 December 4, 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**AWARD OF CONTRACT FOR LANDSCAPE AND GROUNDS MAINTENANCE
SERVICES FOR EAST COUNTY MEDIANS IN THE UNINCORPORATED
COUNTY COMMUNITIES OF COVINA, HACIENDA HEIGHTS,
LA PUENTE, ROWLAND HEIGHTS, AND WEST COVINA
(SUPERVISORIAL DISTRICTS 1, 4, AND 5)
(3 VOTES)**

SUBJECT

This action is to award a contract for Landscape and Grounds Maintenance Services for East County Medians in the unincorporated County communities of Covina, Hacienda Heights, La Puente, Rowland Heights, and West Covina.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the contract work is categorically exempt from the provisions of the California Environmental Quality Act.
2. Find that these services can be more economically performed by an independent contractor than by County employees.
3. Award the contract to Azteca Landscape for Landscape and Grounds Maintenance Services for East County Medians in the annual sum of \$157,928, and instruct the Chairman to execute the contract. This contract will commence upon the Board's approval for a term of one year with four 1-year renewal options and a month-to-month extension up to six months for a maximum potential total contract term of 66 months.
4. Authorize the Director of Public Works or her designee to annually increase the contract amount

up to an additional 10 percent of the annual contract sum for unforeseen, additional work within the scope of the contract, if required.

5. Authorize the Director of Public Works or her designee to renew the contract for each additional renewal option if, in the opinion of the Director of Public Works or her designee, Azteca Landscape has successfully performed during the previous contract period and the service is still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, in the opinion of the Director of Public Works or her designee, it is in the best interest of the County of Los Angeles to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to provide landscape and median maintenance services within the unincorporated County communities of Covina, Hacienda Heights, La Puente, Rowland Heights, and West Covina. The work to be performed will consist of, but is not limited to: the maintenance of turf, ground cover, shrubs, and trees; the pruning of trees and shrubs; and the control of weeds and vegetation disease. The Department of Public Works (Public Works) has contracted for these services since 1992.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provisions of Operational Effectiveness (Goal 1), Fiscal Sustainability (Goal 2), and Integrated Services Delivery (Goal 3). The contractor who has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive and cost-effective manner will support Public Works in meeting these goals.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The annual contract sum is \$157,928 plus 10 percent of the annual contract sum for unforeseen, additional work within the scope of the contract. This amount is based on Public Works' estimated annual requirements for the service at the unit rates quoted by the contractor.

Public Works successfully negotiated with the contractor to reduce their annual price by \$6,750 without adding extension years or reducing service.

Funding for these services is included in the Fiscal Year 2012-13 Road Fund Budget. Funding for the contract's option years and 10 percent additional funding for contingencies will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contractor is Azteca Landscape, located in Ontario, California. This contract will commence upon the Board's approval for a period of one year. With the Board's delegated authority, the Director of Public Works or her designee may renew the contract for four 1-year renewal options and a month-to-month extension up to six months for a maximum potential total contract term of 66 months.

The contract has been executed by Azteca Landscape and approved as to form by County Counsel

(Enclosure A). The recommended contract was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements. The contractor is in compliance with the requirements of the Chief Executive Officer and the Board.

The award of the contract will not result in unauthorized disclosure of confidential information and will be in full compliance with Federal, State, and County regulations. The contract contains terms and conditions supporting the Board's ordinances, policies, and programs including, but not limited to: the County's Greater Avenues for Independence and General Relief Opportunities for Work Programs (GAIN and GROW), Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code, Chapter 2.202; the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; and Defaulted Property Tax Reduction Program Ordinance, Los Angeles County Code, Chapter 2.206; and the standard Board-directed clauses that provide for contract termination or renegotiation.

Data regarding the proposers' minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned.

Pursuant to the applicable memorandum of understanding, the Request for Proposals (RFP) for these contracted services was submitted on July 11, 2012, to the appropriate union for review. The union has not asked to meet with Public Works regarding this solicitation.

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

The contractor has agreed to pay its full-time employees the current Living Wage Rate approved by the Board on February 6, 2007, and to comply with the County's Living Wage reporting requirements. The County's Proposition A and Living Wage Ordinance (LWO) provisions apply to this proposed contract, as County employees can perform these contracted services. The contract complies with all of the requirements of the Los Angeles County Code, Section 2.201. The contractor will pay its full-time employees the required minimum rates of \$11.84 per hour without health benefits, or \$9.64 per hour with health benefits of \$2.20 per hour, as specified in the LWO adopted by the Board and will comply with the County's Living Wage reporting requirements.

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

This Proposition A contract does not allow cost-of-living adjustments for any option years.

ENVIRONMENTAL DOCUMENTATION

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

CONTRACTING PROCESS

On July 11, 2012, Public Works solicited proposals from 328 independent contractors and community business enterprises to accomplish this work. Also, a notice of the RFP was placed on the County's "Doing Business With Us" website (Enclosure B), and an advertisement was placed in the Los Angeles Times.

On August 6, 2012, seven proposals were received. The proposals were first reviewed to ensure they met the minimum requirements in the RFP. One proposal was disqualified due to failure to comply with the minimum mandatory requirements. The remaining six proposals having met these requirements were then evaluated by an evaluation committee consisting of Public Works staff. The committee's evaluation was based on criteria described in the RFP, which included the price, experience, work plan, financial resources, references, and demonstrated control over labor/payroll record keeping using the informed averaging methodology, for applicable criteria. Based on this evaluation, it is recommended that this contract be awarded to the highest-rated, apparent responsive and responsible proposer, Azteca Landscape.

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

CONCLUSION

Enclosed are three copies of contract. Upon approval, please return one adopted copy of this letter along with the Contractor Execute and Department Conform copies to the Department of Public Works, Administrative Services Division. The Board Execute copy should be retained for your files.

The Honorable Board of Supervisors

12/4/2012

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Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER

Director

GF:GZ:cg

Enclosures

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

Agreement



BY AND BETWEEN

THE COUNTY OF LOS ANGELES,
DEPARTMENT OF PUBLIC WORKS

AND

AZTECA LANDSCAPE

FOR

LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR
EAST COUNTY MEDIANS (2012-PA032)

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- EXHIBIT D Safely Surrendered Baby Law Posters**
- EXHIBIT E Defaulted Property Tax Reduction Program**
- EXHIBIT F Service Area Maps**

AGREEMENT FOR
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR
EAST COUNTY MEDIANS (2012-PA032)

THIS AGREEMENT, made and entered into this 4th day of December, 2012, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and AZTECA LANDSCAPE, a California corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on August 6, 2012, hereby agrees to provide services as described in this Contract for Landscape and Grounds Maintenance Services for East County Medians (2012-PA032).

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

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2.1, an amount not to exceed \$157,928 per year or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: This Contract's initial term shall be for a period of one year commencing on December 11, 2012, or Board approval whichever occurs last. At the sole discretion of the COUNTY, this Contract may be extended in increments of one year, for a maximum potential contract of five years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of extending the Contract for the full one year, this Contract may be extended on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal. In addition, upon notice of at least ten days, the Director may extend the final contract term on a month-to-month basis, not to exceed a total of six months, for the convenience of the COUNTY.

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FIFTH: The CONTRACTOR shall bill monthly in arrears, for the work performed during the preceding month. Work performed shall be billed at the unit prices quoted in Form PW-2.1, Schedule of Prices.

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

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

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

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

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

TENTH: No cost-of-living adjustments shall be granted for the optional renewal periods.

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

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

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



COUNTY OF LOS ANGELES

By *Mark Ridley-Thomas*
Chairman, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By *[Signature]*
Deputy

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

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

By *[Signature]*
Deputy

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By *Carole Suzuki*
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

32 DEC 4 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

AZTECA LANDSCAPE

By *Aurora Farias*
Its President

Aurora Farias
Type or Print Name

By *Noe Farias*
Its Secretary

Noe Farias
Type or Print Name

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CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of San Bernardino

On Oct. 23, 2012 before me, Yesenia Farias Ramirez, Notary Public
(Here insert name and title of the officer)

personally appeared Aurora Farias and Noe' Farias

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

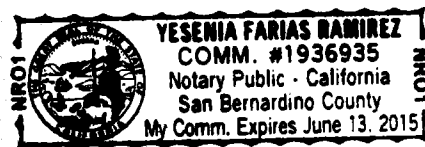
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Handwritten Signature]

 Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Agreement for Landscape Ground
(Title or description of attached document)

Maint. Services for East County medians
(Title or description of attached document continued)

Number of Pages 4 Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer(s)
President & Secretary
(Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

SCOPE OF WORK
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR
EAST COUNTY MEDIANS (2012-PA032)

A. Public Works Contract Manager

Public Works Contract Manager will be Mr. David Oboza of Road Maintenance Division, who may be contacted at (626) 337-1277, e-mail address: doboza@dpw.lacounty.gov, Monday through Thursday and alternate Friday, 7 a.m. to 4:30 p.m. The Contract Manager is the only person authorized by Public Works to request work of the Contractor. From time to time, Public Works may change the Contract Manager. The Contractor will be notified in writing when there is a change in the Contract Manager.

B. Work Location

The job sites to be maintained are shown in Exhibit F, Service Area Maps for East County Medians and are located throughout the County of Los Angeles. The jobsites may be landscaped with turf, groundcover, shrubs, trees, and may be irrigated by manual and/or automatic irrigation systems.

C. Work Description

The following are the general requirements governing the work to be performed and the manner of performance.

The Contractor shall:

1. Complete each task thoroughly and in a professional manner. To this end, quality equipment and materials that comply with all current regulations shall be used.
2. Render and provide landscape and grounds maintenance services including, but not limited to:
 - a. maintenance of turf, groundcover, shrubs and trees
 - b. pruning of trees and shrubs
 - c. control of weeds, vegetation disease, and pests
 - d. maintenance, operation and repair of the irrigation systems, sprinkler heads, and risers
 - e. renovation of turf and groundcover areas

Such activities shall be performed pursuant to these Specifications and to the frequencies established by Public Works, as set forth herein by Public Works in Form PW-2, Schedule of Prices. The work requirement described in PW-2 shall govern the Contractors performance obligation for the specified area.

4. Not perform any operations which may destroy or damage groundcover or turf areas during periods of inclement weather.
5. Recognize that during the course of this Contract, other activities may be conducted by County work forces and other contractors that may include, but are not limited to, landscape refurbishment, irrigation system modification or repair, construction, and/or storm related operations. The Contractor may be required to modify or curtail certain tasks and operations and shall promptly comply with any request made by the Contract Manager.
6. During the hours and days of maintenance service as identified in Section M, "Hours and Days of Maintenance Services", respond to all emergencies within two hours of notification.
7. Clearly identify and equip each vehicle used at Public Works jobsites/facilities with decals on the exterior right and left front door panels, visible and readable from a distance of 50 feet, identifying the Contractor's name and phone number.
8. Submit advanced weekly work schedules for all work to be performed the following week. See Section H, "Maintenance Schedules".
9. All debris derived from this contract shall be removed from Public Works property and become the property of the Contractor. The Contractor shall dispose of all debris in a legally established area appropriate for the type of debris being disposed. Disposal shall be at the Contractor's expense.
10. Ensure, prior to proceeding with any general landscape maintenance task, the site is inspected by a knowledgeable and responsible employee who shall determine the practicality of initiating the operation.
11. Immediately notify the Contract Manager, if an operation cannot be thoroughly completed within the designated time frame.

The County reserves the right to determine if any work is or will be needed and/or requested under this Contract, at the County's sole and absolute discretion. The Contractor waives all claims against the County for consequential damages resulting from the County's failure to use the Contractor's services, including, but not limited to, lost profit.

D. Management/Supervision

The Contractor shall:

1. Provide fully trained and qualified personnel as well as appropriate management, supervision, materials, supplies, and equipment.
2. This contract requires the following (but not limited to) the following personnel:
 - a. Management (owner, office staff, etc.)
 - b. Field Supervisor
 - 1) The Field Supervisor shall closely monitor its crews to detect operational irregularities and noncompliance with contractual requirements. This person will be responsible for quality control.
 - 2) The Field Supervisor will maintain a report as described in Section G "Maintenance Function Report". The Contract Manager may request a copy of inspection report at any time.
 - 3) The Field Supervisor shall not be the same person as the working foreman described below.
 - c. Landscaping Crew(s)
 - 1) A Working Foreman shall be part of the working crew. The working foreman will be in charge of the working crew.
 - 2) An adequate number of workers to ensure the work at each site are completed correctly and during the scheduled time.
3. The Contractor's executive, management, and supervisory staffs shall oversee these service activities, and shall not delay, ignore, or otherwise fail to fully comply with any contract obligations, task specifications, rate assignments, or reasonable requests of the Contract Manager.
4. Ensure its executive, management, and supervisory staffs are fully versed in the operational mandates and time lines required by this Contract. The task requirements, schedules, and time lines for each jobsite shall be kept by each operating crew.
4. Ensure its executive, management, and supervisory staffs provide

ongoing observation and correction of operations to ensure compliance with these Specifications. Public Works' deficiency notices, deductions, or inspections will not be utilized or viewed as a substitute for the Contractor's ongoing direction and management of its employees.

5. The Contractor, including the owners, field supervisors and working foremen, shall have at least three years of experience in providing landscape maintenance services for business, commercial, and/or government customers.

E. Ongoing General Maintenance Tasks

1. Mowing

The Contractor shall:

- a. Prior to initiating a mowing operation, have the site inspected by a knowledgeable and responsible employee who will determine the practicality of initiating the operation.
- b. Perform mowing operations in a workmanlike manner that ensures a smooth surface appearance without scalping or allowing excessive cuttings to remain. Contractor's workers shall stop immediately once they notice mowing equipment is producing these unsightly conditions.
- c. Mow the turf with a reel-type mower equipped with rollers or a rotary type mower. All mowing equipment shall be adjusted to the proper cutting heights and adequately sharpened.
- d. Mow turf species to appropriate height. Mowing heights may vary according to use parameters such as for special events and conditions. In general, cutting height shall be 2 to 3 inches high.
- e. Perform mowing operations on a Schedule (Dates, days, and or hours of scheduled work) that is acceptable to the Contract Manager.
- f. Clean walkways immediately following each mowing so that no clippings create a hazardous or unsightly condition.
- g. During leaf drop periods (autumn through winter), when there is an abundance of fallen leaves, mowing leaves on turf areas is not permitted. Contractor shall rake and pick up leaves from turf before commencing mowing operations.

- h. Glass bottles shall be picked up and not be driven over or broken.
- i. Excessively wet turf areas shall not be driven across.
- j. Damaged sprinkler heads and valve box covers shall be immediately replaced by the Contractor.
- k. Complete mowing of turf and cleanup at each facility in one continuous operation.
- l. If a mowing operation cannot be completed thoroughly within the designated time frame, immediately notify the Contract Manager.

2. Edging

The Contractor shall:

- a. Trim all turf median edges with a lawn edge trimmer. The Contractor shall not use herbicide for this purpose.
- b. Keep all turf edges, including designed edges in flower beds, neatly edged, and all grass invasions eliminated.
- c. Trim all turf edges including, but not limited to, those edges next to sidewalks, drives, curbs, shrub beds, flower beds, groundcover beds and around tree bases in a neat and uniform line.
- d. Complete all edging of turf and clean up in one continuous operation and in a manner that result in a well-defined, V-shaped edge that extends into the soil.
- e. The turf adjacent to sprinklers shall be maintained at the same height as the surrounding turf. The exception would be if the normal turf height prevents the sprinklers from working properly. In such a case, keep the turf edges trimmed low adjacent to sprinklers to provide optimum water coverage. Likewise, keep turf adjacent to valve boxes, meter boxes, backflow devices, and other equipment and obstacles at the same height as the surrounding turf.
- f. Keep all groundcover and flower bed areas maintained next to turf areas neatly edged and all grass invasions eliminated.
- g. Clear walkways, planting areas and curb and gutters immediately following each edging operation to ensure removal of accumulated debris and to limit hazardous and unsightly conditions.

3. Weed Removal

The term “weed” applies to any vegetation that is obviously not a part of the planned landscaping (i.e., a single pine sapling growing in a planting area where mature Crape Myrtle trees are growing).

The Contractor shall:

- a. Keep all grass like weeds, morning glories, vine type weeds, ragweed, and other underground spreading weeds under strict control.
- b. Remove and/or control all weeds and grass from beds, planters, other cultivated areas, walkways, drainage areas, expansion joints in all hard surface areas, pavement, driveways, roadways, slopes, hillsides, bare areas, and undeveloped areas
- c. Determine, in consultation with the County Contract Manager and subject to his or her instructions, the manner and method of weed control and removal. Methods for removal of weeds may incorporate one or more of the following:
 - Hand or mechanical removal
 - Cultivation
 - Chemical Eradication (Refer to Section S, “Use of Chemicals”)
 - Mulching
- d. Chemical eradication cannot be used without first receiving permission from the Contract Manager.
- e. Maintain, in a weed-free condition, developed areas of a facility that have become denuded.
- f. Leave in a natural state designated areas by County of a facility so that the plants' root systems are utilized to stabilize the soil. However, such areas may occasionally need to be mowed or otherwise controlled to a given height for appearance or fire suppression reasons.

4. Litter Control

The Contractor shall:

- a. Inspect and pick up litter thoroughly and completely to ensure a neat appearance in all areas being maintained by removing paper, non-decorating rocks, glass, trash, siltation, erosion and other

accumulated debris and undesirable materials.

- b. Litter control operations shall cover, but are not limited to, turf, walkways, adjacent roadway gutters, service roads, between and around planted areas, steps, planters, drains, areas on slopes from the toe or top of slope to ten feet up or down the slope adjacent to developed areas, and catch basins.
- c. At sites with trash containers for the general public, remove all trash from containers at least once per week. Complete trash pickup before the end of the workday.

5. Raking

- a. The Contractor shall remove accumulation of leaves from all landscaped areas including beds, planters, turf and areas under trees.
- b. During leaf drop periods (autumn through winter), when there is an abundance of fallen leaves, mowing leaves on turf areas is not permitted. Contractor shall rake and pick up leaves from turf before commencing mowing operations.

6. Shrub Pruning and Hedge Trimming

The Contractor shall:

- a. Prune all plant materials where necessary to maintain access and safe vehicular and pedestrian visibility and clearance and to prevent or eliminate hazardous situations.
- b. Trim all designated formal plant materials to maintain formal hedges and topiary work.
- c. Remove all dead shrubs.
- d. Remove all dead, diseased, unsightly branches, vines, or other growth as they develop. All groundcover shall be pruned to maintain a neat edge along planter box walls.
- e. Prune any runners that start to climb buildings, shrubs, or trees.
- f. Remove all pruned and/or trimmed plant material from site the same day.
- g. Maintain pruned shrubs in a natural shape and proper size as a

continuous and ongoing operation so plants will not develop stray or undesirable growth.

- h. Use only hedge trimmers to trim shrubs and hedges. Contractor shall not use lawn edge trimmers for this operation.

7. Groundcover

The Contractor shall:

- a. Trim all groundcover neatly away from shrubs, trees, walks, walls, headers, etc.
- b. Clear all groundcover beds of all debris, leaves, branches, papers, bottles, etc.
- c. Replace dead, missing, and unhealthy looking groundcover to maintain full, even, and healthy looking planting beds. Contractor shall submit a proposal for replacement of groundcover to the Contract Manager before beginning installation. Plants shall not be replaced with different types except to create or maintain a consistency in design.
- d. Cultivate the open soil between plants where planting permits.

8. Sweeping

The Contractor shall:

- a. Check concrete areas for cracks, crevices, and deterioration. When found, the Contractor shall immediately notify Contract Manager.
- b. Clean walkways, steps, curbs and gutters, including, but not limited to, the removal of all foreign objects from surfaces such as gum, grease, broken glass, cans, bottles, and other foreign objects not designed as part of the landscape, etc. Methods for sweeping of designated areas may incorporate one or more of the following:
 - Power pack blowers
 - Vacuums
 - Brooms
 - Push power blowers
- c. Comply with local ordinances regarding noise levels, if the Contractor elects to use power equipment to complete such operations. The Contractor shall not use any power equipment prior

to 7 a.m., or later than 3:30 p.m. Any schedule of such operations may be modified by the Contract Manager in order to ensure that the public is not unreasonably subjected to noise.

- d. Control cleanup with power blowers such that debris is blown into piles and picked up. Contractor shall not utilize blowers to disperse debris onto street or blow back on to turf area.

9. Rodent Control

The Contractor shall maintain all areas free of rodents including, but not limited to, gophers and ground squirrels causing damage to turf, shrubs, groundcovers, trees, and irrigation systems. Fumitoxin (Aluminum Phosphide) shall be used for this control, subject to the provisions of Section S, "Use of Chemicals".

10. Chemical Use

The Contractor shall:

- a. Use all chemicals in accordance with Section S, "Use of Chemicals".
- b. Employ precautionary measures when using chemicals. Chemicals shall not be applied during windy days. Chemicals shall be applied in a manner to minimize drift.
- c. Chemicals shall not be used in lieu of edging operations on turf areas.
- d. Not apply water to treated areas for 48 hours after each application. Reapply per manufacturer's recommendation if rain occurs within 48 hours.
- e. Shield trunks, stems, or foliage from the chemical application to avoid damaging them.
- f. Leave weeds treated using a systemic chemical in place per manufacturer's recommendation. If kill is not complete by the time specified in the manufacturer's recommendation, a second application, at no additional cost to Public Works, shall be made.
- g. Remove all dead weeds from the area, after complete kill.
- h. Inspect all walkways, beds, planters, landscapes, and spot treat weeds as necessary.

11. Watering and Irrigation System - General

The Contractor shall:

- a. Recognize that water requirements vary according to plant type and season. Contractor shall pay extremely close attention to the demands of the plants as influenced by their exposure to sun, wind, shade, and location in the individual planters. The variation in the size of plants installed as well as the varieties shall be taken into consideration. All landscaped and turf areas shall be irrigated as required to maintain adequate growth and appearance with a schedule most conducive to plant growth. The delivery of adequate moisture to the landscaped areas shall include, but not be limited to, hand watering, operation of manual valves, proper utilization of automatic controllers, and the bleeding of valves.
- b. Provide adequate soil moisture, giving consideration to the soil conditions, humidity, minimizing runoff, and all the factors considered, which affect day and night watering. This may include day time watering during freezing weather to prevent icy conditions and manual operation of the irrigation system and/or hand watering with portable sprinklers during periods of windy or inclement weather. A soil probe shall be used to a depth of 12 inches to determine the water penetration by random testing of the root zones.
- c. Regulate watering to avoid interference with any use of the roadways, pavements, walks, or areas designated for scheduled special events.
- d. For the areas where wind creates problems of spraying water onto private property or road right of ways, Contractor shall set the controllers to operate during time of day with lowest wind velocity, which would normally occur at night or early morning hours.
- e. Control the irrigation system in such a way as not to cause any excessively wet or "water-logged" areas, which could interfere with the ability to mow turf. "In lawn" trees and other planting shall be protected from over watering and runoff drowning.
- f. Water new turf (up through the sixth mowing) immediately after mowing. Well established turf shall not be watered for at least four hours after mowing.
- g. Water all groundcover areas as needed to maintain a healthy

condition with appropriate care being taken not to over water in shady areas.

- h. Be responsible for the operation of the automatic controllers, valves, and sprinkler heads in managing the overall irrigation water delivery system of the area. All irrigation systems shall be regularly inspected and tested in accordance with these Specifications and frequencies specified in Form PW-2, Schedule of Prices.
- i. Know how to operate controllers and sensors manufactured by Calsense Company.
- j. Make certain that locations with manually operated irrigation systems are watered sufficiently to keep turf/plants from drying out.
- k. Ensure that all personnel working on the irrigation system are fully trained in all phases of landscape irrigation systems and can easily identify and isolate problems and perform the proper testing and inspection of the irrigation system and the maintenance of the sprinkler heads. This knowledge of landscape irrigation systems shall include, but not be limited to, the operation, maintenance, adjustment, and repair of said systems and their components.

17. Watering and Irrigation System - Maintenance and Repair

The Contractor shall:

- a. Be responsible for maintenance of the irrigation system.
- b. Inspect weekly and report the status of the irrigation system to the Contract Manager in accordance with the frequencies listed in Form PW-2, Schedule of Prices.
- c. Adjust and clean sprinkler heads which may require the removal of the sprinkler head.
- d. Be responsible for repair and replacement of the following items (at Contractor's expense):
 - 1) Sprinkler heads having a 1/2-inch inlet at Contractor expense. Contractor shall replace sprinkler heads with the appropriate spray pattern.
 - 2) All P.V.C. schedule 80 nipples, caps, plugs, elbows, couplings, etc., from the laterals to the heads, risers and swing joints due to normal wear.

- e. Public Works will be responsible for the following components of the irrigation system: quick couplers, plumbing systems, remote control valves, gate valves, automatic controller repairs, backflow devices and main and lateral irrigation lines
- f. Repair/replace malfunctioning sprinkler heads within one watering cycle.
- g. Correct malfunctioning irrigation systems and equipment that are identified as the Contractor's responsibility within one watering cycle of identification or following verbal notification.
- h. Flush irrigation pipelines following repairs and replacements.
- i. Recover and refasten removed valve box covers.
- j. Confer with the Contract Manager regarding the need for replacement or relocation of inoperable sprinkler heads, including lateral pipes. As identified by the Contract Manager, the Contractor, at no additional cost, shall replace inoperable with operable sprinkler head(s) that are greater than a 1/2 inch and are supplied by Public Works.
- k. Following the repair or replacement of sprinkler heads in turf areas, the sprinkler heads shall be returned to grade.
- l. Notify Contract Manager of any damaged or inoperable major irrigation components, indicating the problem, location, size, and type of irrigation equipment.
- m. Replace all irrigation components provided by Public Works to the Contractor within 24 hours upon receiving the component from Public Works.
- n. Complete replacement of irrigation components that are identified as the Contractor's responsibility within one watering cycle of their discussion by Contractor.
- o. Replace the irrigation system with originally specified parts/equipment of the same size and quality. Prior to the installation, the Contract Manager may approve the Contractor's request to use substitute parts/equipment.

18. Irrigation System - Operability and Testing

The Contractor shall:

- a. Cycle controller(s) through each station manually and automatically. Check the function of all facets of the irrigation system, including inspection of drip emitters, drip tubes, inspecting/clean and flush filters, etc. Report any damage or incorrect operation to the Contract Manager.
- b. During the testing:
 - 1) Adjust all sprinkler heads for the correct coverage, to prevent excessive runoff and/or erosion and to prevent the spread of water onto roadways, sidewalks, hard surface areas, and private property.
 - 2) Unplug clogged heads and flush lines to free lines of rock, mud, and debris.
 - 3) Record and report all system malfunctions, damage, and obstructions to the Contract Manager and take corrective action.
 - 4) Replace or repair inoperable irrigation equipment identified as the Contractor's responsibility.
 - 5) In addition to regular testing, test and inspect all irrigation systems as necessary when damage is suspected, observed, or reported.
 - 6) Control the irrigation system during inclement weather conditions and limit the use of water concurrent with the weather situation to the satisfaction of the Contract Manager.

19. Irrigation System Operability and Testing - Frequency

The Contractor shall:

- a. Inspect for operability and proper adjustment of controllers, quick couplers, valves, and sprinkler heads once per month or more frequently if problems/conditions indicate a need.
- b. Inspect sprinkler heads and adjust and correct for coverage once per week.

- c. Repair and/or replace, as determined by the Contract Manager, damaged or inoperable sprinkler heads as needed.
 - d. Visually inspect the system's impact on the jobsite(s)/facility(ies) once per week.
 - e. Check valve boxes for safety and appropriate security once per week.
 - f. Flush irrigation pipeline after repair or replacement of irrigation components as needed.
 - g. If an automatic irrigation system or a portion of a system malfunctions, the Contract Manager may require the Contractor to manually turn on/off the system for a period of 30 days without additional charge by the Contractor. If the system requires manual manipulation for a greater period, the Contract Manager may opt to pay the Contractor a supplement to continue the manual manipulation, or the Contract Manager may decide to terminate the supplemental irrigation.
 - h. Clean/flush all filters, e.g., filter for backflow device once a year. Filter for drip irrigation system, twice a year, if applicable.
20. Watering and Irrigation System Management - Site Inspection and Reporting

The Contractor shall:

- a. Each time a jobsite/facility receives service, check for irrigation system malfunctions and hazards created by the system. A comprehensive monthly system operability check shall identify malfunctions and needs for repair. It shall also cause repairs to be initiated. This work shall be done by knowledgeable and responsible Contractor employees.
- b. Ensure that all its crews and supervisors working or reviewing a jobsite/facility reports malfunctions, hazards, and emergencies immediately to the Contract Manager.
- c. Immediately notify the Contract Manager, if an operability check cannot be thoroughly completed within the designated time frame.
- d. Ensure that all its crews and supervisors working or reviewing a Jobsite/facility mitigates any observed hazards to the extent possible and immediately report hazards to the Contract Manager.

F. Seasonal Specialty Tasks

The following seasonal specialty tasks are to be performed at the request of the Contract Manager.

1. Shrub and Tree Care/Pruning Operation

When requested, the Contractor shall:

- a. Trees - prune trees to maintain good tree health and structure to enhance the appearance and provide the proper vertical and horizontal clearances as follows:
 - 1) All trees shall be pruned to remove dead, crowded, rubbing, and/or hazardous limbs and branches.
 - 2) Cuts shall be made according to the International Society of Arboriculture standards. Typically pruning cuts shall be perpendicular to the branch just outside of the raised branch bark collar.
 - 3) Trees shall be thinned to increase light and air penetration to the tree's crown and landscape below. Pruning shall provide an even distribution of foliage along large limbs and the lower portion of the crown. Do not remove an excessive amount of inner foliage and small branches. No more than a quarter of the tree's foliage may be removed at one time. Maintain at least half of the foliage on the lower two-thirds of the tree.
 - 4) Reducing cuts for clearance and to prevent encroachment onto private property shall be accomplished by pruning back leaders and branch terminals to lateral branches that are large enough to assume the terminal roles (at least one-third of the diameter of the limb being pruned).
 - 5) Mature trees should be pruned only to remove dead or potentially hazardous limbs.
 - 6) Properly stake and tie trees as necessary. Tree ties shall be inspected at least once a year to prevent bark wounds caused by abrasion. Removal of tree stakes shall be considered as soon as possible to encourage tree development.
 - 7) Routinely inspect trees for insects and diseases. Approved

chemical sprays shall be applied, if required, for the following insect and disease infections: aphids, mealy bugs, mites, snails, whiteflies, thrips, gophers, fungus diseases, etc.

- 8) Certified arborist shall conduct a site visit and provide a written report to the Contract Manager.
- b. Shrubs - prune shrubs to encourage healthy growth habits and shape in order to retain their natural form and proportionate size as follows:
- 1) Restrict growth of shrubbery to area behind curbs and walkways within planter beds by trimming.
 - 2) Under no circumstances shall hedge shears be used as a means of pruning.
 - 3) Rapid healing of pruning wounds is dependent upon where the cut is made when removing limbs. Never leave short stubs. Some trees produce a corky ring of growth where a limb originates. The pruning cut shall be made toward the outside portion of the "collar." If a tree does not produce this characteristic "collar," then make the cut flush to the limb where it is growing.
 - 4) All limbs 12 inches or greater in diameter shall be undercut 12 to 18 inches from the limb's point of attachment to prevent splitting.
 - 5) All limbs shall be lowered to the ground using a method which prevents damage to the remaining limbs.
 - 6) All equipment utilized shall be clean, sharp, and expressly designed for tree pruning.
 - 7) Climbing spurs shall not be used.
 - 8) Topping trees shall not be permitted. Topping causes decay and can create hazards by producing multiple shoots that are weakly attached and often fail. The central leader shall be allowed to develop to prevent disfigurement and future hazards.
- c. Pruning Criteria:
- 1) Removal of weak, diseased, insect infested and damaged

limbs as recommended by a certified arborist.

- 2) Prune all trees for vertical and horizontal clearance. Such clearances are 7 feet for pedestrian areas and walkways, and 14 feet for vehicular roadways.
 - 3) Remove all crossed or rubbing limbs unless removal will result in large gaps in the general outline. Limbs should extend alternately from the trunk on 12- or 24-inch spacing.
 - 4) Thin all trees of smaller limbs to distribute the foliage evenly.
 - 5) Trim and shape all trees to provide a symmetrical appearance typical of the species.
 - 6) Cut all suckers and sprouts flush with the trunk or limb.
 - 7) Stubs are not permitted.
- d. Report all structural weaknesses such as split crotch or limbs, diseased or decayed limbs, or severe damage to the Contract Manager,
 - e. Place special emphasis on public safety during pruning operations, particularly when adjacent to roadways.
 - f. Remove and dispose of all trimming and debris off-site at the end of each day's work at Contractor's expense.
 - g. Remove and dispose off-site all trees, which are downed by either natural or unnatural causes. Where possible, stumps shall be removed to 12 inches below grade, wood chips removed, and backfilled with topsoil to grade.
 - h. Do not "...take, possess, or needlessly destroy the nest eggs of any bird..." in accordance with Fish and Game Code, Section 3503. In case of an accidental take, the Contractor shall contact the California Department of Fish and Game at (562) 590-5185.
 - i. Not trim palm trees during the bird nesting season of March 15 through August 31 unless otherwise approved by the Contract Manager.
 - j. Prune trees as seasonally proper according to the International Society of Arboriculture.

2. Dethatching

Dethatching operations shall not begin until the Contractor's equipment has been inspected by the Contract Manager or designee

The Contractor shall:

- a. Before dethatching, mow turf to approximately half of the usual height.
- b. Take care to avoid unnecessary or excessive injury to the turf grass.
- c. Use standard power vertical mowing equipment designed for dethatching turf. For sections of the turf not accessible to a power vertical mower, a thatching rake shall be used.
- d. Vertically mow and remove thatch in turf areas to encourage healthy growth and to maintain acceptable appearance.
- e. Sweep or rake or take the dislodged thatch from the turf areas. Removal of all debris from this operation is at the cost of the Contractor.
- f. Renovation-Turf
 - 1) Renovate to the soil line and remove all excessive thatch in turf area.
 - 2) After thatch is removed and upon completion of dethatching operation, all turf areas shall be over-seeded, covered with topsoil, and watered.
 - 3) Areas to be over-seeded shall be seeded utilizing blends or mixtures at the rate application recommended by the Contract Manager.
 - 4) Clean topsoil shall be spread evenly over the entire area to a uniform depth.

3. Aerating

- a. Aerating operations cannot begin until the Contractor's equipment has been inspected by the Contract Manager or designee.
- b. The Contractor shall aerate all turf areas by using a device that

removes 1/2-inch cores to a depth of 2 inches and not more than 6 inches of spacing.

3. Turf Reseeding/Restoration of Bare Areas - Operation

The Contractor shall:

- a. Over-seed all damaged, vandalized, or bare areas to reestablish turf to an acceptable quality.
- b. Seed these areas utilizing blends or mixtures at the rate of application approved by the Contract Manager.
- c. Once each year in the fall, over-seed all turf areas after aerification and over-seed all bare spots as needed throughout the remainder of the year to reestablish turf to an acceptable quality. The Contractor shall aerify, renovate, or verticut, seed and top dress, or seed cover (spread evenly over the entire area to a uniform depth of 1/4 inch) in this sequence. The Contract Manager may require the use of sod when deemed necessary.
- d. Be entitled to additional compensation for the cost of the sod only provided loss of turf was not due to the negligence of the Contractor.
- e. Over seed at a rate of five pounds per 1,000 square feet and reseeding of bare areas shall be sown at a rate of eight pounds per 1,000 square feet. The following seed specifications shall be used for all over seeding and reseeding:

Name	Prop	Purity	Germination
Newport Blue Grass	20%	95%	90%
Lolium Perenne ("Pennfine" Rye)	26-1/3%	95%	85%
Pennant Rye	26-1/3%	95%	85%
Derby Rye	26-1/3%	95%	85%

4. Disease/Insect Control - Operation

The Contractor shall:

- a. Maintain all landscaped areas free of disease and insects that could cause damage to plant materials, including, but not limited to, trees, shrubs, groundcover, and turf.

- b. Notify the Contract Manager immediately of any diseases, insects, or unusual conditions that might be developing.
- c. Provide, as needed, a disease control program to prevent all common diseases from causing serious damage. Disease control shall be achieved utilizing materials and rates recommended by a licensed California Pest Control Advisor.

5. Plant Materials

The Contractor shall:

- a. Provide plant materials that conform to the requirements of the landscape plan of the areas and the "Horticultural Standards" of American Association of Nurserymen as to kind, size, age, etc. Plant material larger than those specified may be supplied if complying in all other respects.
- b. Be allowed substitutions, but only with prior written approval by the Contract Manager.
- c. Use plant names that conform to "Standard Plant Names" by American Joint Committee on Horticultural Nomenclature. In those cases where plant names are not covered, the custom of the nursery trade shall be followed.
- d. Provide the following level of quality:
 - 1) Plants shall be sound; healthy; vigorous; free from plant disease, insect pest, or their eggs; shall have healthy normal root systems and comply with all State and local regulations governing these matters; and shall be free from any noxious weeds.
 - 2) All trees shall be measured 6 inches above the ground surface.
 - 3) Where caliper or other dimensions of any plant material are omitted from the list of plants provided by the Contractor, it shall be understood that these plant materials shall be normal stock for type listed. They shall be sturdy enough to stand safely without staking.
 - 4) Plant materials shall be symmetrical and/or typical for variety and species and conform to measures specified in the list of

plants provided by the Contractor.

- 5) All plant materials shall be provided from a licensed nursery and shall be subject to acceptance as to quality by the Contract Manager.
- e. Guarantee all shrubs to live and remain in healthy condition for no less than 30 days from the date of acceptance of the job by the Contract Manager.

6. Fertilization - Operation

The Contractor shall:

- a. Have approval of the Contract Manager prior to applying any fertilizer/micronutrient.
- b. Apply fertilizers by areas covered by each irrigation system. All areas fertilized shall be thoroughly soaked immediately after fertilization.
- c. Apply not less than one pound of actual available nitrogen in a balance fertilizer form for each 1,000 square feet of turf area.
- d. Provide fertilizers in an inorganic and granular form with an approximate ratio of 4-1-2.
- e. Fertilize areas utilizing ratios and mixtures recommended by the Contract Manager at the rate of application per the manufacturer's recommendation.

G. Maintenance Function Report

1. The Contractor shall maintain and keep current a report that records when all periodic, seasonal, additional work and maintenance functions performed by the Contractor's personnel were completed. The report shall also include all required inspections. The report shall be in a form and content acceptable and available to the Contract Manager. It shall be submitted to the Contract Manager upon request within three working days.

H. Maintenance Schedules

The Contractor shall:

1. Submit an upcoming weekly work schedule to the Contractor Manager.

- a. The upcoming week's schedule shall be faxed or emailed to the Contract Manager no later than Thursday of the current week.
- b. The weekly schedule shall include (but not limited to):
 - 1) Maintenance date and time for each location.
 - 2) Number of workers at each location.
2. Submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the Contract Manager for approval within five working days prior to scheduled time for the work.
3. Not construe the above provisions to eliminate the Contractor's responsibility in complying with the requirements to notify the Contract Manager for "Specialty Type" maintenance operation as set forth immediately below.
4. Notwithstanding the foregoing, notify the Contract Manager, in writing, at least two weeks prior to the date and time of all "Specialty Type" maintenance operations. "Specialty Type" maintenance operations are defined as:
 - a. Fertilization
 - b. Turf renovation/dethatching/aerating/reseeding
 - c. Micronutrients/soil amendments
 - d. Spraying of trees, shrubs, or turf
 - e. Aesthetic tree pruning
 - f. Other items so designated by the Contract Manager

I. Additional Work/Locations

1. The Contract Manager may authorize the Contractor to perform additional work including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third-party negligence; or improvements in order to add new, modify existing, or to refurbish existing landscaping and irrigation systems. If the Contract Manager determines such additional work can be obtained in whole or in part by temporarily modifying the

Contractor's tasks and work schedules, he or she may direct such modification. Authorized additional work that results in unanticipated labor expenses shall be paid by Public Works.

2. Prior to performing any additional work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. No additional work shall commence without written authorization from the Contract Manager. However, when a condition threatens imminent injury to the public or damage to property, the Contract Manager may orally authorize the work to be performed upon receiving an oral estimate from the Contractor. Within 24 hours after receiving an oral authorization, the Contractor shall submit a written estimate to the Contract Manager for approval.
3. All additional work provided herein shall commence on the specified date established. The Contractor shall proceed diligently to complete said work within the time allotted.
4. Additional work locations may be added during the Contract period. Upon request by the Contract Manager, the Contractor shall provide a written quotation for any additional work location(s), based on the rates quoted in Form PW-2, Schedule of Prices, using the locations that most closely correspond to, or are adjacent to the additional work locations. The Contractor shall be paid for additional work locations at the County-approved PW-2 rate. Upon Contract Manager's negotiation and acceptance of the Contractor's written quotation, and subject to approval of the County, the additional work location(s) may be added to the Contract by amendment or change order.

J. Damage Caused by Contractor's Operations

1. All damage caused to Public Works/County property by the Contractor's operations shall be repaired, replaced, or remedied at the Contractor's expense as follows:
 - a. Irrigation system damage (including valve box covers) shall be repaired or replaced within one watering cycle.
 - b. All damage to shrubs, trees, turf, or groundcover shall be repaired or replaced within five working days.
 - c. Any plant material other than trees that dies due to Contractor's improper maintenance shall be replaced by the Contractor up to a maximum 15-gallon size at no cost to County. Damages to trees and other plant material due to circumstances beyond the Contractor's control will be remedied by the County.

d. Trees

- 1) Damage to bark from the impact of mowing or edging equipment or damage caused by excessive pruning shall be inspected by a certified arborist for recommendations for treatment or replacement.
- 2) If damage results in loss of a tree, the damaged tree shall be removed and replaced in accordance with the instructions of Contract Manager.
- 3) If replacement with an equivalent size and type of tree is not practical, the Contractor shall be responsible for the value of the destroyed tree less the value of the replacement plant material.

e. Shrubs

- 1) Minor damage may be corrected by appropriate pruning as required in the "Shrub Pruning and Hedge Trimming" (see this Exhibit's paragraph E.6).
- 2) Major damage shall be corrected by removal of the damaged shrub and replacement to comply with the provisions in "Plant Materials" of the Seasonal Specialty Task Specifications (see this Exhibit's paragraph F.5).
- 3) All damages resulting from chemical operation, including spray-drift and lateral leaching, shall be corrected in accordance with best practices, and the soil conditioned or replaced as recommended by an agronomical soil test and report to ensure its safety and ability to support plant life.

K. Office of Inquiries and Complaints

The Contractor shall:

1. Maintain an office at some fixed place located in the Los Angeles Metropolitan Area and shall maintain a telephone there, listed in the telephone directory in the Contractor's own name or in the firm name by which it is most commonly known, and as found on doors of maintenance vehicles. During the daily hours of maintenance operation, the Contractor shall have some responsible person(s) employed by the Contractor authorized to take the necessary action regarding all inquiries and complaints that may be received from the Contract Manager, County personnel, or patrons using the facilities. An answering service shall be

considered an acceptable substitute to full-time coverage, provided the Contractor is advised of any complaint within one hour of such complaint by the answering service, Both the Contractor and an answering service shall have the ability to answer the inquiries and/or complaints in both English and Spanish. During normal working hours, the Contractor's supervisor or manager of maintenance services shall be available for notification through electronic communications.

2. Maintain a written log of all complaints, date, time, and the action taken or reason for inaction. The log of complaints shall be available for inspection by the Contract Manager at all reasonable times.
3. Abate all complaints to the satisfaction of the Contract Manager as soon as possible after notification, but in all cases within 24 hours. If any complaint is not abated within 24 hours, the Contract Manager shall be notified immediately of the reason for not abating the complaint, followed by a written report to the Contract Manager within five days. If a complaint is not abated within the time specified or to the satisfaction of the Contract Manager, the Contract Manager may correct the specific complaint and the total cost incurred by the County may be deducted from the payments owing to the Contractor from the County.

L. Safety Requirements

1. The Contractor agrees to perform all work outlined in this Contract in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain equipment, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all local, County, State, or other legal requirements, including, but not limited to, full compliance with the terms of the applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including the Contractor's employees, agents of the County, vendors, members of the public or others from foreseeable injury or damage to their property. The Contractor shall inspect all potential hazards at said facilities and keep a log indicating date inspected and action taken.
2. Hard hats will be worn at all times. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required.
3. It shall be the Contractor's responsibility to inspect and identify, any condition(s) that renders any portion of the premises unsafe as well as any unsafe practices occurring thereon. The Contract Manager shall be notified immediately of any unsafe condition that requires major correction. The Contractor shall be responsible for making minor corrections including, but not limited to, filling holes in turf areas, using

barricades or traffic cones to alert patrons of the existence of hazards, replacing valve box covers, and to protect members of the public or others from injury. During normal hours the Contractor shall obtain emergency medical care for any member of the public who is in need thereof, because of illness or injury occurring on the premises. The Contractor shall cooperate fully with Public Works in the investigation of any accidental injury or death occurring on the premises, including a complete written report to the Contract Manager within five days following the occurrence.

M. Hours and Days of Maintenance Services

1. The basic daily hours of maintenance service, Monday through Friday, shall be as follows:
 - a. For the months of November through April, 7 a.m. to 3:30 p.m.
 - b. For the months of May through October, 6 a.m. to 3:30 p.m.

Work hours may be altered, when necessary, with the approval of the Director.

2. The Contractor shall provide adequate staffing to perform the required maintenance services during the prescribed hours five days per week. Any changes in the days and hours of operation heretofore prescribed shall be subject to approval by the Contract Manager.

N. Contractor's Staff

The Contractor shall:

1. Provide sufficient personnel and supervision to perform all work in accordance with the Specifications set forth herein. The Contractor's employees, whether assigned to any one facility or as part of a crew serving any number of facilities, shall include at least one individual who speaks and comprehends the English language.
2. Establish an identification system for personnel assigned to each jobsite/facility. The identification system shall indicate to the public the name of the Contractor responsible for the landscape and grounds maintenance services. The identification system shall be furnished at the Contractor's expense and shall include appropriate uniform attire and/or name badges as approved by the Contract Manager.
3. Ensure each of its employees adhere to a basic standard of working attire. This standard is basically: uniforms, proper shoes and other gear required

by State safety regulations, and proper wearing of the clothing. Shirts shall be worn and buttoned at all times.

O. Signs/Improvements

The Contractor shall not post signs or advertising matter on Public Works/County property unless prior approval is obtained from the Contract Manager.

P. Utilities

Public Works will pay for all utilities with the exception of the telephone. However, water usage shall not exceed the amount required to comply with irrigation schedules established by the Contract Manager. The Contractor shall pay for all excessive utility usage due to the Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing current usage with historical usage for the same time period. The excess costs to be deducted from payments to the Contractor by County will be presented to the Contractor by the Contract Manager prior to actual deduction to allow for explanations.

Q. Storage Facilities

The County will not provide storage facilities for the Contractor.

R. Non-Interference

The Contractor shall not interfere with the public use of the premises and shall conduct its operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are performed. Should it be necessary to close a public area during the Contractor's operations, the Contractor shall commence the operation and close the area only at the direction of the Contract Manager.

S. Use of Chemicals

1. All Contractor work involving the use of chemicals shall be in compliance with all Federal, State, and local laws and shall be accomplished by a State of California Qualified Applicator license. In compliance with the California Food and Agricultural Code, the Contractor shall provide the Contract Manager with a copy of the valid Qualified Applicator license and Pest Control Business license or a copy of these licenses from the subcontractor prior to using any and all applicable chemicals within the area(s) to be maintained.
2. A listing of proposed chemicals to be used, including commercial name, application rates, and type of usage shall be submitted to the Contract

Manager for approval at the commencement of this Contract. No work shall begin until written approval of use is obtained from the Contract Manager.

3. Chemicals shall only be applied by those persons possessing a valid California Certified Applicator's license. Application shall be in strict accordance with all governing regulations.
4. Material Safety Data Sheets (MSDS) for each chemical shall be kept on-site.
5. Records of all operations stating dates, times, methods of application, chemical formulations, applicators names, and weather conditions shall be made and retained in an active file for a minimum of three years. The Contractor shall provide a chemical use report (site specific) with monthly billing. A copy of the recommendation for each application (site specific) shall be provided to the Contract Manager and applicator prior to each application. This shall be in addition to the copy of the usage summary that is provided to the Agricultural Commissioner.
6. All chemicals requiring a special permit for use shall be registered with the County Agricultural Commissioner's Office and a permit obtained with a copy to the Contract Manager.
7. All regulations and safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California shall be adhered to by the Contractor.
8. Chemicals shall be applied when air currents are still, so as to prevent drifting onto adjacent property and toxic exposure to persons whether or not they are in or near the area of application.
9. Contractor must register annually with each County Agricultural Commissioner in those areas they plan to do work.
10. Contractor must provide annual handler training.
11. Contractor must store the pesticides properly.

T. Specific Requirements

1. Locks and Keys

- a. Public Works may develop an initial chain and lock system with a specific number of replacement locks for controllers and valve/pump cover boxes during the term of this Contract. The

Contractor shall be responsible for purchasing similar locks upon loss of any Public Works-owned locks initially provided to the Contractor. On a one for one exchange, Public Works will provide the Contractor with replacement locks for those that have been vandalized or are inoperable.

- b. Contractor may provide chain and lock system, at Contractor's expense.
- c. The Contractor shall:
 - 1) Be responsible for the series of keys provided by Public Works and shall in turn assign these keys to their personnel for use in maintaining these facilities outlined in these Specifications.
 - 2) Be held responsible for the proper use and safe keeping of all keys issued by the Public Works to the Contractor.
 - 3) Report all lost or stolen keys to the Contract Manager within 24 hours of discovery of the loss. The Contractor shall reimburse Public Works for the cost, as determined by the Contract Manager of re-keying the location or duplicating additional keys.
 - 4) Upon termination, cancellation, or expiration of this Contract, return all keys received from Public Works to the Contract Manager.
 - 5) Not duplicate any keys provided by Public Works. California law stipulates that it is unlawful for a person to duplicate any keys without the permission of the owner. The penalty for violation of this law is either six months imprisonment or a \$500 fine or both.

U. AB 939 County Diversion Requirements

The California Integrated Waste Management Act of 1989 (AB 939) requires that all cities and counties in the State of California divert materials going to landfill by 50 percent by the year 2000. To assist in achieving this mandate, all contractors handling landscape materials for Public Works shall be required to divert all landscape materials from any landfills and cogeneration facilities. Landscape material utilized for alternate daily landfill cover is currently acceptable for diversion credit. Contractor shall be required to seek "recycling" alternatives for these organic, biodegradable landscape materials. Acceptable "recycling" alternatives would include the utilization of these materials as

feedstock for composting, cocomposting, mulching, soil amendment, and wood chip products.

The Contractor shall be required to arrange for the chipping and transport of all landscape materials to their selected processor with all cost to be borne by the Contractor. In addition, the Contractor shall provide proof of delivery of the material and weight tickets (from an approved public or private scale) or a signed statement of verification that all above AB 939 requirements have been met.

V. Removal of Debris

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

The Contractor is advised that due to the nature of this Contract, discarded hazardous waste may be encountered during the performance of this contract. In the event an unknown substance or hazardous material is discovered, the Contractor shall immediately notify the Contract Manager. The Contractor shall NOT attempt to perform any type of hazardous waste remediation not included under the Scope of Work of this Contract, including identifying, containing, cleaning, moving, disposing, etc. The Contractor shall exercise extreme caution in the event unknown waste is encountered.

W. National Pollutant Discharge Elimination System

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

X. Responsibilities of the Contractor

1. Contractor shall account for all work required in this Exhibit A, Scope of Work, whether or not it is specified in Form PW-2, Schedule of Prices. No additional compensation will be paid to the Contractor, other than what is indicated in Form PW-2, Schedule of Prices.
2. The Contractor or its managing employee shall have a minimum of three years of experience providing landscape maintenance services.
3. The Contractor's on-site supervising employee(s) shall have at least three years of experience supervising landscaping services.

4. The Contractor must maintain a valid and active State Contractor's Class C-27 (Landscaping Contractor) license.
5. The Contractor and/or Subcontractor(s) must maintain a valid and active State of California Department of Pesticide Regulation Pest Control Business license.
6. The Contractor and/or Subcontractor(s) must maintain a valid and active State of California Qualified Applicator license.
7. The Contractor and/or Subcontractor(s) shall maintain a staff with valid and active Arborist Certification.

Y. Responsibilities of Public Works

The County will determine the need for, and provide, jobsite inspection.

Z. Project Safety Official

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

AA. Performance Requirements and Liquidated Damages

1. Public Works will evaluate the Contractor's performance of this Contract's tasks and may assess liquidated damages if the tasks are not performed adequately.
2. The methods and standards by which Contractor's performance will be evaluated include, but are not limited to, review, sampling, and complaints.
3. Failure to perform contract work in accordance with these Specifications is considered unacceptable. Public Works may cite the Contractor for a discrepancy for any incident of failure to comply with these Specifications or other unacceptable performance. In the case of continuing discrepancies, Public Works may cite the Contractor for a separate discrepancy each day the discrepancy continues.
4. The Contractor shall immediately correct unacceptable performance, and shall explain in writing, within seven work days of the date of the discrepancy that caused the unacceptable performance, how and when

the performance will be returned to acceptable levels and how the unacceptable performance will be prevented in the future. After considering the incident, the Contractor's statement and any history of unacceptable performance, the Contract Manager may excuse the incident or elect any remedy provided by this Contract.

5. In any case of the Contractor's failure to meet certain specified performance requirements, the County may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in specified sums and deduct them from any regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or untimely or inadequate performance nor the County's acceptance of liquidated damages shall be construed to waive the County's right to reimbursement for damage to its property or indemnification against third-party claims.
6. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:
 - a. All of the time limits and acts required to be done by both parties are of the essence of the Contract.
 - b. The parties are both experienced in the performance of the Contract work.
 - c. The Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to the Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the terms and conditions of the Contract at the Proposal price.
 - d. The parties are not under any compulsion to contract.
 - e. The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of the Contract.
 - f. It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work.

- g. The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.
- 7. The Contractor shall pay Public Works, or Public Works may withhold monies due to the Contractor, liquidated damages of one and one-half times the amount shown under "Cost per Unit" in Form PW-2, Schedule of Prices, for work not performed in accordance with the contract's specifications.

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SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. Ambiguities or Discrepancies

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

B. Definitions

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

Agreement. The written, signed accord covering the performance of the requested service.

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

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

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

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

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

Day. Calendar day(s) unless otherwise specified.

Direct Employee. Worker employed by Contractor under Contractor's state and federal taxpayer identification.

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

District. Los Angeles County Flood Control District, or Los Angeles County Waterworks Districts, or Los Angeles County Consolidated Sewer Maintenance District.

Employee Leasing. Any agreement to employ any worker, at any tier, that is neither a subcontract nor a direct employee relationship.

Fiscal Year. The 12 month period beginning July 1st and ending the following June 30th.

Maximum Contract Sum. The Maximum Contract Sum is the aggregate total amount of compensation authorized by the Board.

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

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

Public Works. County of Los Angeles Department of Public Works.

Solicitation. Request for Proposals, Invitation for Bids, Request for Statement of Qualifications, or Request for Quotation.

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

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

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

C. Headings

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

SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT
ADMINISTRATION

A. Amendments

1. For any change which affects the scope of work, contract sum, payments, or any term or condition included in this Contract, an amendment shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor.
2. The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by the Board or the Chief Executive Officer. To implement such changes, an amendment or a change order to this Contract shall be prepared by Public Works and signed by the Contractor.
3. County may, at its sole discretion, authorize extensions of time to this Contract's term. Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an amendment to this Contract shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor. To the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, Public Works may, at its sole discretion, grant Contractor extensions of time, provided the aggregate of all such extensions during the life of this Contract shall not exceed 120 days.
4. For any change which does not materially affect the scope of work or any other term or condition included under this Contract, a change order shall be prepared by Public Works and signed by the Contractor. If the change order is prepared by the Contractor, it shall be approved by Public Works and signed by the Contractor and the County.

B. Assignment and Delegation

1. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Contract, which is formally approved and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor. Any payments by County to any approved delegate or assignee on any claim

under this Contract shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

2. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
3. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Contract, which may result in the suspension or termination of this Contract. In the event of such a termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default of Contractor.

C. Authorization Warranty

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

D. Budget Reduction

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

E. Complaints

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

1. Within 12 business days after this Contract's effective date, Contractor shall provide County with Contractor's policy for receiving, investigating, and responding to any complaints by any individual.
2. County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
3. If County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five business days for County approval.
4. If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to County for approval before implementation.
5. Contractor shall preliminarily investigate all complaints and notify the Contract Manager of the status of the investigation within five business days of receiving the complaint.
6. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
7. Copies of all written responses shall be sent to the Contract Manager within three business days of mailing to the complainant.

F. Compliance with Applicable Laws

1. Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, or directives, and all provisions required thereby to be included in this Contract are hereby incorporated by reference.
2. Contractor shall defend, indemnify, and hold County harmless from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees arising from or related to any violation on the part of Contractor or its employees, agents, or Subcontractors of any such laws, rules, regulations, ordinances, or directives.

G. Compliance with Civil Rights Laws

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e)(1) through 2000 (e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical disability, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Contractor shall comply with its EEO Certification (Form PW-7).

H. Confidentiality

1. Contractor shall maintain the confidentiality of all records obtained from County under this Contract in accordance with all applicable Federal, State, and local laws, ordinances, regulations, and directives relating to confidentiality.
2. Contractor shall inform all of its officers, employees, agents, and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.

I. Conflict of Interest

1. No County employee whose position with County enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of the work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.
2. Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract

subjecting Contractor to either contract termination for default or debarment proceedings or both. Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

J. Consideration of Hiring County Employees Targeted for Layoffs or Former County Employee on Reemployment List

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

K. Consideration of Hiring GAIN and GROW Participants

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

L. 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 Child Support Services Department will supply Contractor with the poster to be used.

M. Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification (Form PW-12), County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California

law in order to protect County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination for default or debarment proceedings or both. (Los Angeles County Code Chapter 2.202)

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

1. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
2. As required by County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200), and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with the employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

O. County's Quality Assurance Plan

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

P. Damage to County Facilities, Buildings, or Grounds

1. Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor.

2. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than 30 days after the occurrence. If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand. County may deduct from any payment otherwise due Contractor for costs incurred by County to make such repairs.

Q. Employment Eligibility Verification

1. Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all of its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
2. Contractor shall indemnify, defend, and hold harmless, the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

R. Facsimile Representations

At the discretion of County, County may agree to regard facsimile representations of original signatures of Contractor's authorized officers, when appearing in appropriate places on the change notices and amendments prepared pursuant to this Exhibit's Amendments, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to change notices and amendments to this Contract, such that the Contractor need not follow up facsimile transmissions of such documents with subsequent (nonfacsimile) transmission of "original" versions of such documents.

S. Fair Labor Standards

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and

Volunteers from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

T. Force Majeure

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

U. Governing Laws, Jurisdiction, and Venue

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

V. Most Favored Public Entity

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity

and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

W. Nondiscrimination and Affirmative Action

1. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations.
2. Contractor shall certify to, and comply with, the provisions of Contractor's EEO Certification (Form PW-7).
3. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations. Such action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.
4. Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
5. Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
6. Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this paragraph when so requested by County.
7. If County finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate for default or suspend this Contract. While County

reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State antidiscrimination laws or regulations shall constitute a finding by County that Contractor has violated the antidiscrimination provisions of this Contract.

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

X. Nonexclusivity

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

Y. No Payment for Services Provided Following Expiration/Suspension/Termination of Contract

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

Z. Notice of Delays

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

AA. Notice of Disputes

Contractor shall bring to the attention of the Contract Manager any dispute between County and Contractor regarding the performance of services as stated

in this Contract. If the Contract Manager is not able to resolve the dispute, the Director will resolve it.

BB. Notice to Employees Regarding the Federal Earned Income Credit

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

CC. Notices

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

Chief, Administrative Services Division
County of Los Angeles Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

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

DD. Publicity

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

1. Contractor shall develop all publicity material in a professional manner.

2. During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the Contract Manager. County shall not unreasonably withhold such written consent.
3. Contractor may, without prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with County, provided that the requirements of this paragraph shall apply.

EE. Public Records Act

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

FF. Record Retention and Inspection/Audit Settlement

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks, or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, and proprietary data and information, shall be kept and

maintained by Contractor and shall be made available to County during the term of this Contract and for a period of five years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in County, provided that if any such material is located outside County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

1. In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller within 30 days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
2. Failure on the part of Contractor to comply with any of the provisions of this paragraph shall constitute a material breach of this Contract upon which County may suspend or terminate for default or suspend this Contract.
3. If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either: a) repaid by Contractor to County by cash payment upon demand or b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.
4. In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's

non-County contracts. The Contractor further acknowledges that the foregoing requirement in this subparagraph relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

GG. Recycled-Content Paper Products

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

HH. Contractor's Employee Criminal Background Investigation

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

II. Subcontracting

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

1. If Contractor desires to subcontract, Contractor shall provide the following

information promptly at County's request:

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

JJ. Validity

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

KK. Waiver

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

LL. Warranty Against Contingent Fees

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

SECTION 3

TERMINATIONS/SUSPENSIONS

A. Termination/Suspension 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 this Exhibit's Contractor's Warranty of Adherence to County's Child Support Compliance Program shall constitute a default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may suspend or terminate this Contract pursuant to this Exhibit's Termination/Suspension for Default, and pursue debarment of Contractor pursuant to Los Angeles County Code Chapter 2.202.

B. Termination/Suspension for Convenience

1. This Contract may be suspended or terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Suspension or termination of work hereunder shall be effected by notice of suspension or termination to Contractor specifying the extent to which performance of work is suspended or terminated and the date upon which such suspension or termination becomes effective. The date upon which such suspension or termination becomes effective shall be no less than 10 days after the notice is sent.
2. After receipt of a notice of suspension or termination and except as otherwise directed by County, Contractor shall:
 - a. Stop work under this Contract on the date and to the extent specified in such notice; and
 - b. Complete performance of such part of the work as shall not have been suspended or terminated by such notice.
3. All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract shall be maintained by Contractor in accordance with this Exhibit's Record Retention and Inspection/Audit Settlement.
4. If this Contract is suspended or terminated, Contractor shall complete within the Director's suspension or termination date contain within the notice of suspension or termination, those items of work which are in various stages of completion, which the Director has advised the Contractor are necessary to bring the work to a timely, logical, and orderly

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

C. Termination/Suspension for Default

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

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

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

D. Termination/Suspension for Improper Consideration

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

E. Termination/Suspension for Insolvency

1. County may suspend or terminate this Contract forthwith in the event of the occurrence of any of the following:

- a. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code, and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - b. The filing of a voluntary or involuntary bankruptcy petition relative to Contractor under the Federal Bankruptcy Code;
 - c. The appointment of a bankruptcy Receiver or Trustee for Contractor; or
 - d. The execution by Contractor of a general assignment for the benefits of creditors.
2. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

F. Termination/Suspension for Nonadherence to County Lobbyists Ordinance

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

G. Termination/Suspension for Nonappropriation of Funds

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

SECTION 4

GENERAL CONDITIONS OF CONTRACT WORK

A. Authority of Public Works and Inspection

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

B. Cooperation

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

C. Cooperation and Collateral Work

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

D. Equipment, Labor, Supervision, and Materials

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

E. Gratuitous Work

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

F. Jobsite Safety

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

G. Labor

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

H. Labor Law Compliance

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

I. Overtime

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

J. Permits/Licenses

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

K. Prohibition Against Use of Child Labor

1. Contractor shall:

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

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

L. Public Convenience

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

M. Public Safety

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

N. Quality of Work

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

O. Quantities of Work

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

P. Safety Requirements

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

Q. Storage of Material and Equipment

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

R. Transportation

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

S. Work Area Controls

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

T. County Contract Database/CARD

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

SECTION 5

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

1. This Contract is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
2. Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
3. Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Contract.

B. Indemnification

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

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by this Exhibit's Section 5.B (above), and to the extent allowed by law, Contractor agrees to defend, indemnify, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature

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

D. General Insurance Requirements

1. Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Paragraph and Paragraph F of this Section. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.
2. Evidence of Coverage and Notice to County - A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
 - a. Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
 - b. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance

Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

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

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

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

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

3. Additional Insured Status and Scope of Coverage - The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies

the Required Insurance provisions herein.

4. Cancellation of or Changes in Insurance: Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.
5. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.
6. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.
7. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.
8. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.
9. Subcontractor Insurance Coverage Requirements: Contractor shall include all Subcontractors as insureds under Contractor's own policies, or shall provide County with each Subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein,

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

10. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
11. Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.
12. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.
13. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.
14. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers shall be designated as an Additional Covered Party under any approved program.
15. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

E. Compensation for County Costs

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

F. Insurance Coverage Requirements

1. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers as an additional insured, with limits of not less than:

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

2. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
3. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor is a temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

SECTION 6

CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

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

B. Chapter 2.202 of County Code

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

C. Nonresponsible Contractor

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

D. Contractor Hearing Board

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

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

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.
5. Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.
6. Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

E. Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

SECTION 7

COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

A. Jury Service Program

This Contract is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy

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

Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

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

SECTION 8

SAFELY SURRENDERED BABY LAW PROGRAM

A. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law

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

B. Notice to Employees Regarding the Safely Surrendered Baby Law

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

SECTION 9

COMPLIANCE WITH COUNTY'S LIVING WAGE PROGRAM

A. Living Wage Program

This Contract is subject to the provisions of County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached hereto as Form LW-1 and incorporated by reference into and made a part of this Contract.

B. Payment of Living Wage Rates

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not an "Employer" as defined under the Living Wage Program (Section 2.201.020 of County Code) or that Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of County Code), Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to County, including, without limitation, "Travel Time" as defined below in subsection 5 of this Section 9.B under this Contract:
 - a. Not less than \$11.84 per hour if, in addition to the per-hour wage, Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
 - b. Not less than \$9.64 per hour if, in addition to the per-hour wage, Contractor contributes at least \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. Contractor will be deemed to have contributed \$2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through County Department of Health Services Community Health Plan. If, at any time during this Contract, Contractor contributes less than \$2.20 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.
2. For purposes of this Section, "Contractor" includes any Subcontractor engaged by Contractor to perform services for County under this Contract. If Contractor uses any Subcontractor to perform services for County under this Contract, the Subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which are provided to County under this Contract. "Full-time"

means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

3. If Contractor is required to pay a living wage when this Contract commences, Contractor shall continue to pay a living wage for the entire term of this Contract, including any option period.
4. If Contractor is not required to pay a living wage when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. Contractor shall immediately notify County if Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if Contractor no longer qualifies for an exception to the Living Wage Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of this Contract, including any option period. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that Contractor continues to qualify for an exception to the Living Wage Program. Unless Contractor satisfies this requirement within the time frame permitted by County, Contractor shall immediately be required to pay the living wage for the remaining term of this Contract, including any option period.
5. For purposes of Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between Contractor and County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time.

C. Contractor's Submittal of Certified Monitoring Reports

Contractor shall submit to County certified monitoring reports at a frequency instructed by County. The certified monitoring reports shall list all of Contractor's Employees during the reporting period. The certified monitoring reports shall also

verify the number of hours worked, 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 benefits 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.

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

During the term of this Contract, if Contractor becomes aware of any labor law/payroll violations or any complaint, investigation, or proceeding ("claim") concerning any alleged labor law/payroll violation (including, but not limited to, any violation or claim pertaining to wages, hours, and working conditions, such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), Contractor shall immediately inform County of any pertinent facts known by Contractor regarding the same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of Contractor's contract with County, but instead applies to any labor law/payroll violation or claim arising out of any of Contractor's operation in California.

E. County Auditing of Contractor Records

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

F. Notifications to Employees

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

G. Enforcement and Remedies

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

1. Remedies for Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of this Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. Withholding of Payment: If Contractor fails to submit accurate, complete, timely, and properly certified monitoring reports, County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including, but not limited to, being late, inaccurate, incomplete, or uncertified, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages in the amount of \$100 per monitoring report for each day until County has been provided with a properly prepared, complete, and certified monitoring report. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
 - c. Termination/Suspension: Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract.
2. Remedies for Payment of Less Than the Required Living Wage: If Contractor fails to pay any Employee at least the applicable hourly living

wage rate, such deficiency shall constitute a breach of this Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:

- a. **Withholding Payment:** If Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, County may withhold from any payment otherwise due to Contractor the aggregate difference between the living wage amounts Contractor was required to pay its Employees for a given pay period and the amount actually paid to the Employees for that pay period. County may withhold said amount until Contractor has satisfied County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. **Liquidated Damages:** It is mutually understood and agreed that Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
 - c. **Termination/Suspension:** Contractor's failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract.
3. **Debarment:** In the event Contractor breaches a requirement of this Section, County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code Section 2.202, Determinations of Contractor Nonresponsibility and Contractor Debarment.

H. Use of Full-Time Employees

Contractor shall assign and use full-time Employees of Contractor to provide services under this Contract unless Contractor can demonstrate to the satisfaction of County that it is necessary to use non-full-time Employees based on staffing

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

I. Contractor Retaliation Prohibited

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

J. Contractor Standards

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

K. Neutrality in Labor Relations

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

SECTION 10

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

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

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

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

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

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

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

SECTION 11

LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

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

SECTION 12

COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX
REDUCTION PROGRAM

A. Defaulted Property Tax Reduction Program

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

B. Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program

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

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

C. Termination for Breach of Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph B, above, shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

SECTION 13

PREVAILING WAGES

A. Prevailing Wages

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

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

B. Posting of Prevailing Wage Rates

The Contractor agrees to comply with the provisions of Section 1773.2 of the California Labor Code. The Contractor shall post a copy of the prevailing wage rates at the Work site.

C. Work Records

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

D. Certified Payroll Records

The Contractor shall comply with the requirements of Section 1776 of the Labor Code. The Contractor shall keep accurate payroll records showing the name, address, Social Security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee the Contractor employs in

connection with the Work. Whenever requested by the Contract Manager, the Contractor shall provide a certified copy of each such employee's payroll record ("certified payrolls") at the end of each week for the period ending the previous week. Failure to submit such payroll records will result in the County and/or District withholding from any monies due the Contractor the amount of \$250 for each week in which certified payrolls have not been submitted.

E. Subcontractor

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

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Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2011)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2011 are less than \$49,078 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2012.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2011 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2011 and owes no tax but is eligible for a credit of \$829, he or she must file a 2011 tax return to get the \$829 refund.

Can My Employees Get Advance EIC Payments?

After 2010, your employees can no longer get advance payments of the credit in their pay during the year as they could in 2010 and earlier years, because the law changed. However, if they are eligible, they will still be able to claim the credit on their tax return.

Form W-5, Earned Income Credit Advance Payment Certificate, is no longer in use.

Safely Surrendered *Baby Law*



*Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

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

While in most cases a parent will bring in the baby, the law allows other people to bring in the baby if they have lawful custody.

A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

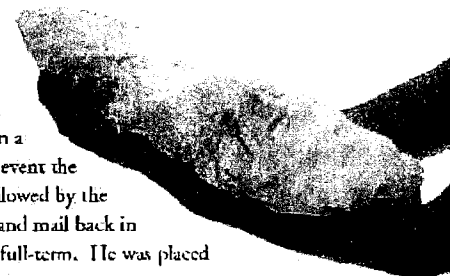
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

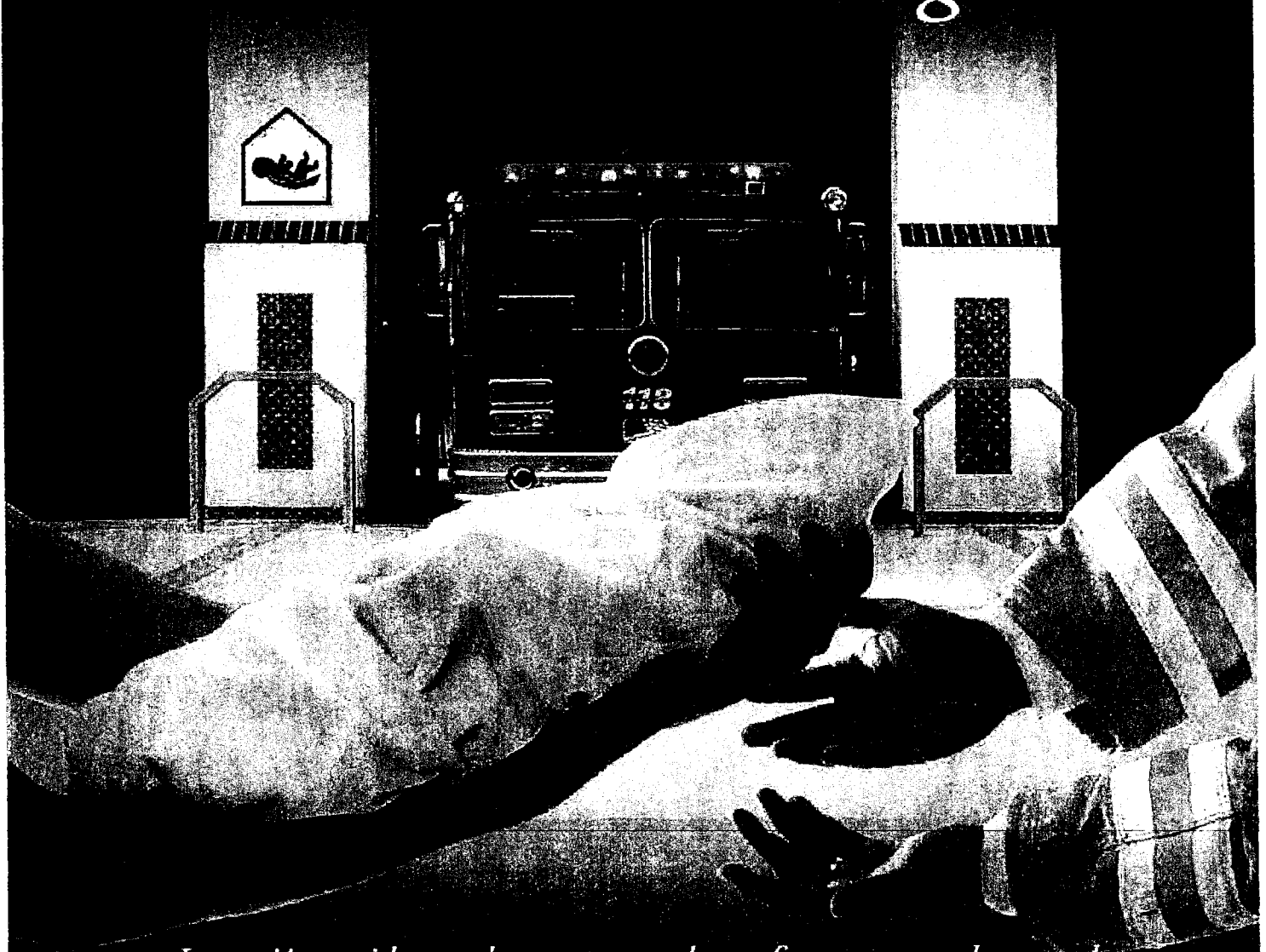
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*



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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

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

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del periodo de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.

- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in

payments due under any approved payment arrangement (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following contracts:

1. Chief Executive Office delegated authority agreements under \$50,000;
2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
3. A purchase made through a state or federal contract;
4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement
6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;

EXHIBIT E

12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
 1. Recommend to the Board of Supervisors the termination of the contract; and/or,
 2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

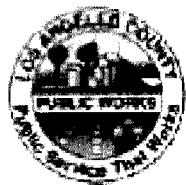
If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR EAST COUNTY MEDIANS

<u>Location & Limits</u>	<u>Thomas Guide Page #</u>
1. Amar Rd. - Aileron Av. to Brentwood Dr.	638-F5,G5,H5
2. Arrow Hwy.- Enid Av. to E/o Homerest Av. & Vincent Av. - N/o Bellbrook St. to Benbow St.	598-H2 598-G4
3. Barranca Av. - Hollyvale St. to Newburgh St.	569-C6,C7, 599-C1,C2
4. Colima Rd. - Fullerton Rd. to Nogales St.	679-A5,B5
5. Fairway Dr. - Walnut Dr. to Colima Rd.	679-E4
6. Fullerton Rd. - Galatina St. to Senteno St.	678-J6
7. Grand Av. - Holt Av. to Walnut City line	599-D7, 639-D1,E1,E2,E3
8. Hacienda Bl. - Shadybend Dr. to Newton St. & RICHVIEW DR. to GLENMARK DR.	678-B3,B4,B6,C2,C3
9. Harbor Bl. - Pathfinder Rd. to Orange County line	708-J1,H2
10. Nogales St. – S/o Colima Rd. to Pathfinder Rd.	679-B6,C6
11. Pomona 60 Freeway Interchange at Azusa Av., Fullerton Rd., & Nogales St.	678-G4, 679-A4,B4
12. Stimson Av. - Shadybend Dr. to Halliburton Rd.	678-C3,C4,D2

SERVICE AREA MAPS

EXHIBIT F

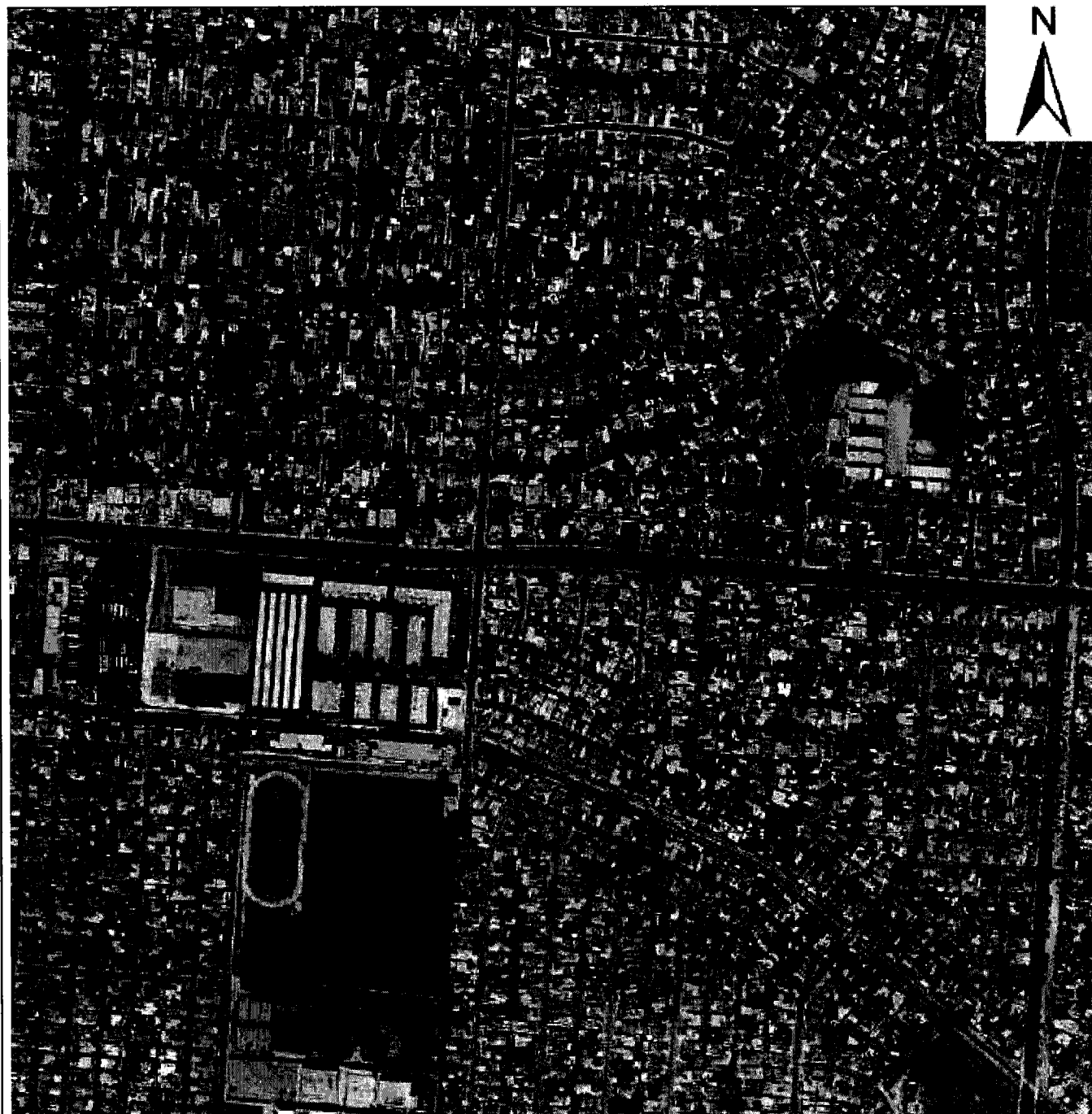


LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
ROAD MAINTENANCE DIVISION – LANDSCAPE MEDIAN CONTRACTS

CONTRACT EAST COUNTY MEDIANS

LOCATION AMAR RD – AILERON AVE TO BRENTWOOD DR
(PAGE 1 OF 2)

TG: 638 – F5, G5,
H5



SERVICE AREA MAPS

EXHIBIT F

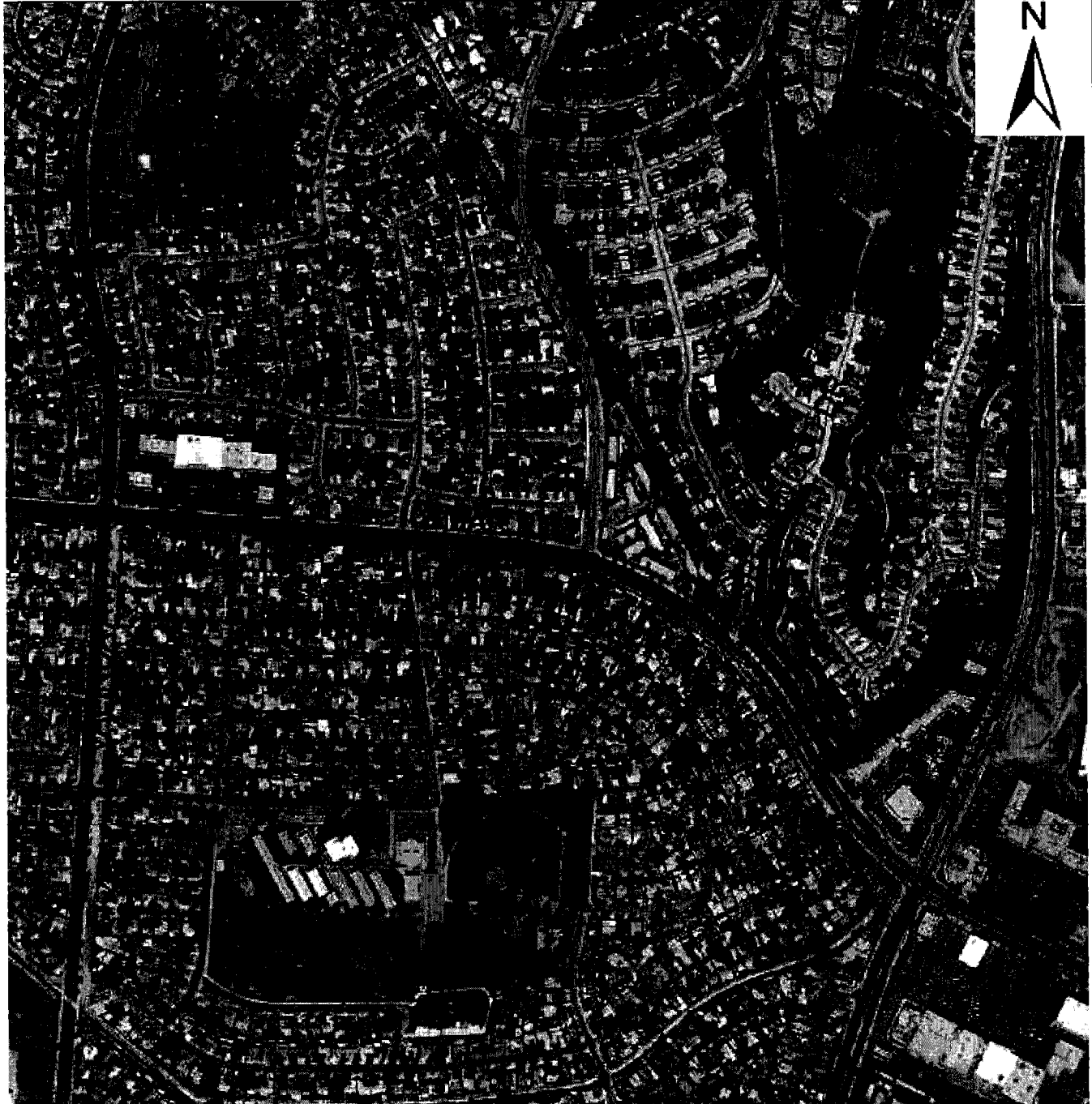


LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
ROAD MAINTENANCE DIVISION – LANDSCAPE MEDIAN CONTRACTS

CONTRACT EAST COUNTY MEDIANS

LOCATION AMAR RD – AILERON AVE TO BRENTWOOD DR
(PAGE 2 OF 2)

TG: 638 – F5, G5,
H5



SERVICE AREA MAPS

EXHIBIT F

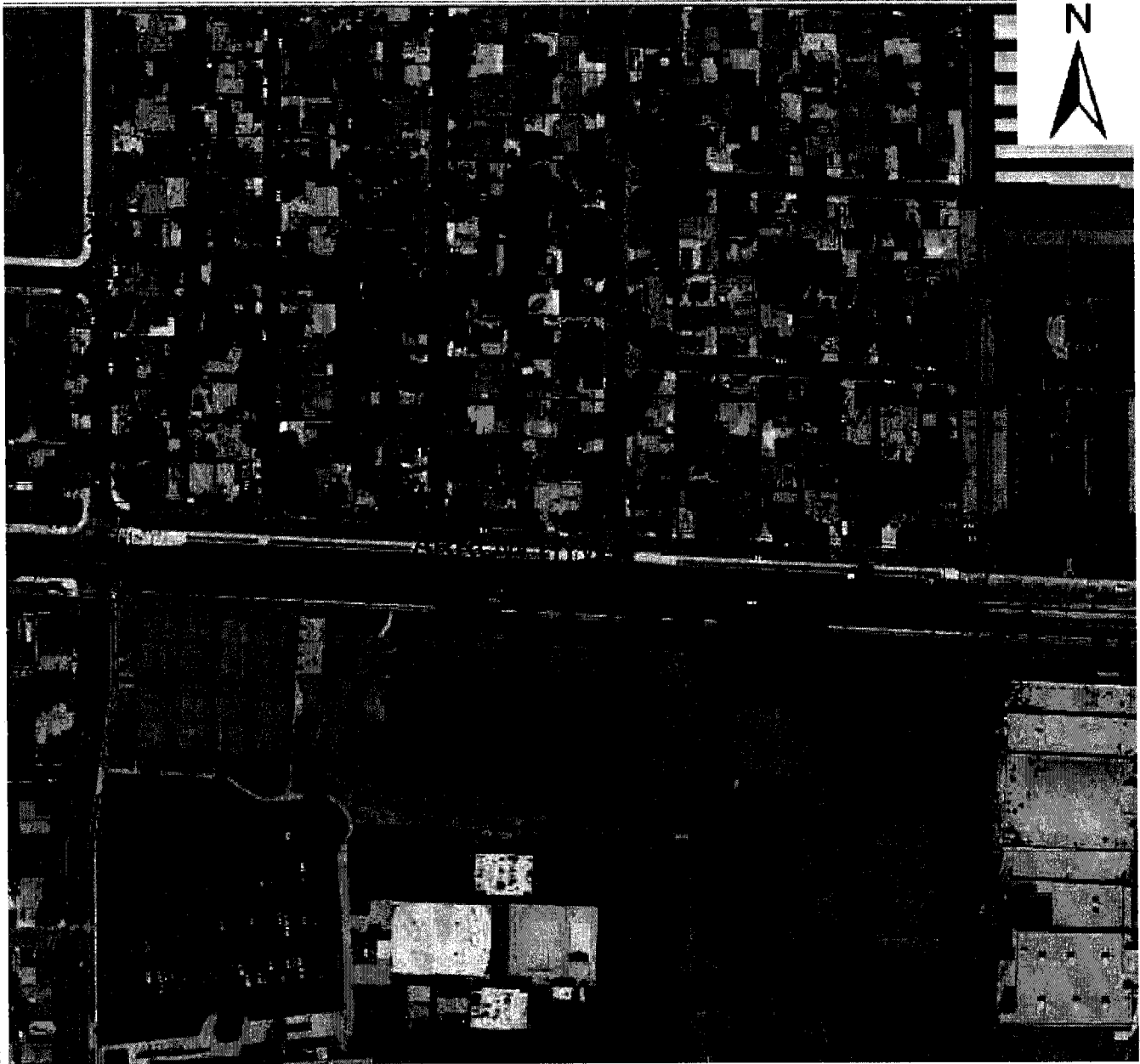


LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
ROAD MAINTENANCE DIVISION – LANDSCAPE MEDIAN CONTRACTS

CONTRACT EAST COUNTY MEDIANS

LOCATION ARROW HWY – ENID AVE TO E/O HOMEREST AV

(PAGE 1 of 2) T.G. 598-H2



SERVICE AREA MAPS

EXHIBIT F

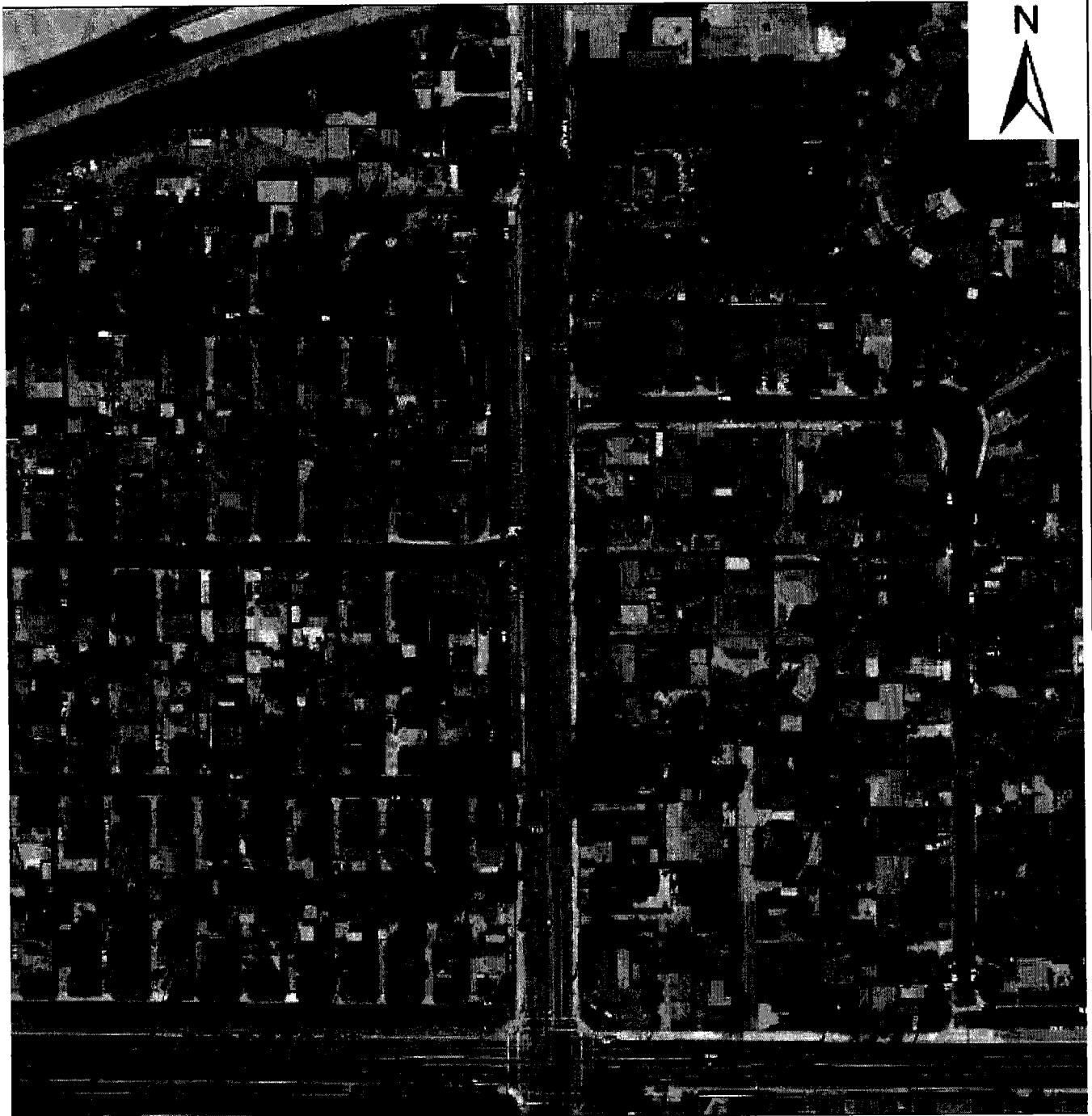


LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
ROAD MAINTENANCE DIVISION – LANDSCAPE MEDIAN CONTRACTS

CONTRACT EAST COUNTY MEDIANS

LOCATION VINCENT AVE – BENBOW TO N/O BELLBROOK ST
(PAGE 2 of 2)

TG: 598 - G4



SERVICE AREA MAPS

EXHIBIT F

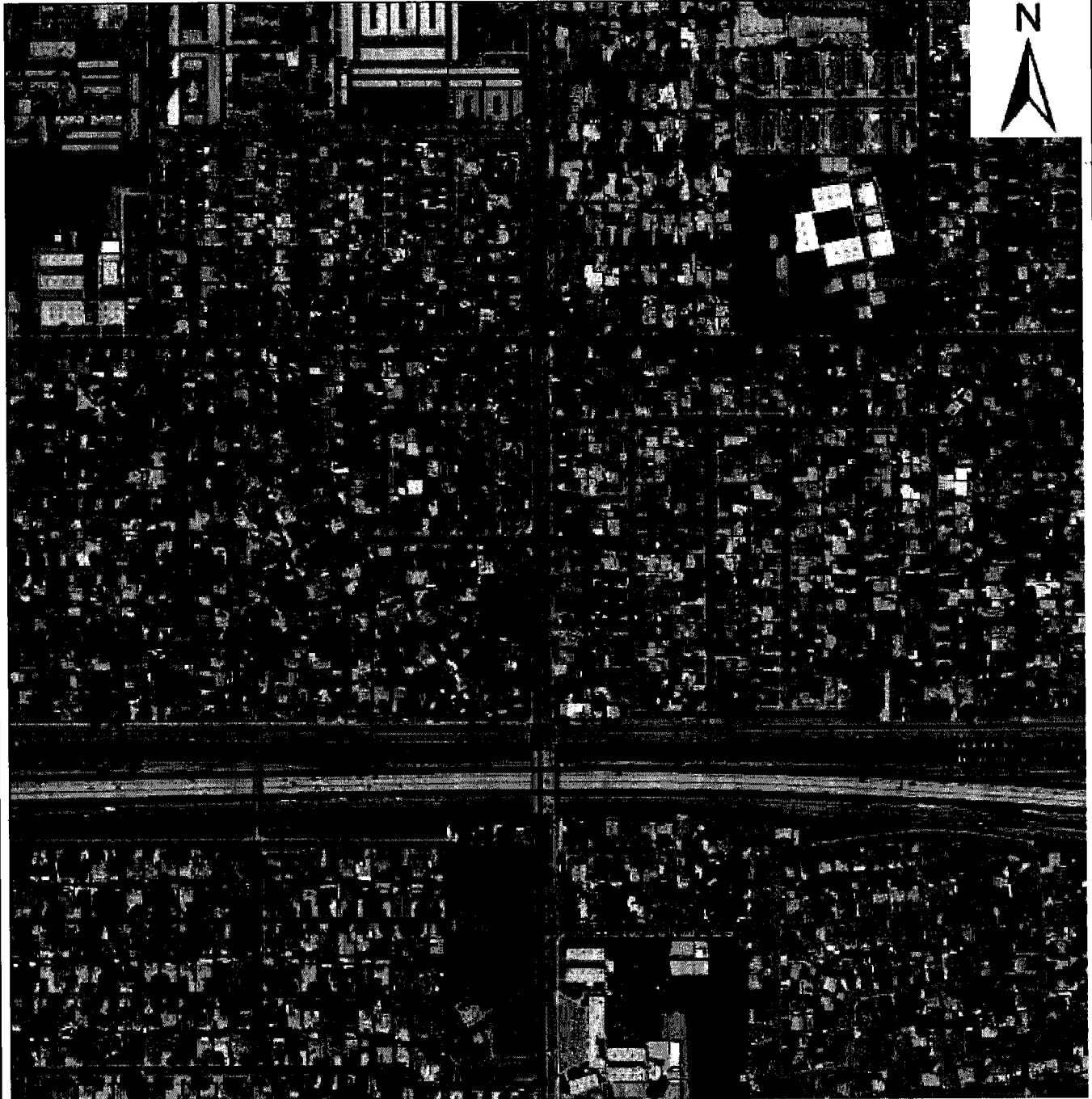


LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
ROAD MAINTENANCE DIVISION – LANDSCAPE MEDIAN CONTRACTS

CONTRACT EAST COUNTY MEDIANS

LOCATION BARRANCA AVE – HOLLYVALE ST TO
NEWBURGH ST (PAGE 1 OF 2)

TG: 569 – C6, C7
599 – C1, C2



SERVICE AREA MAPS

EXHIBIT F

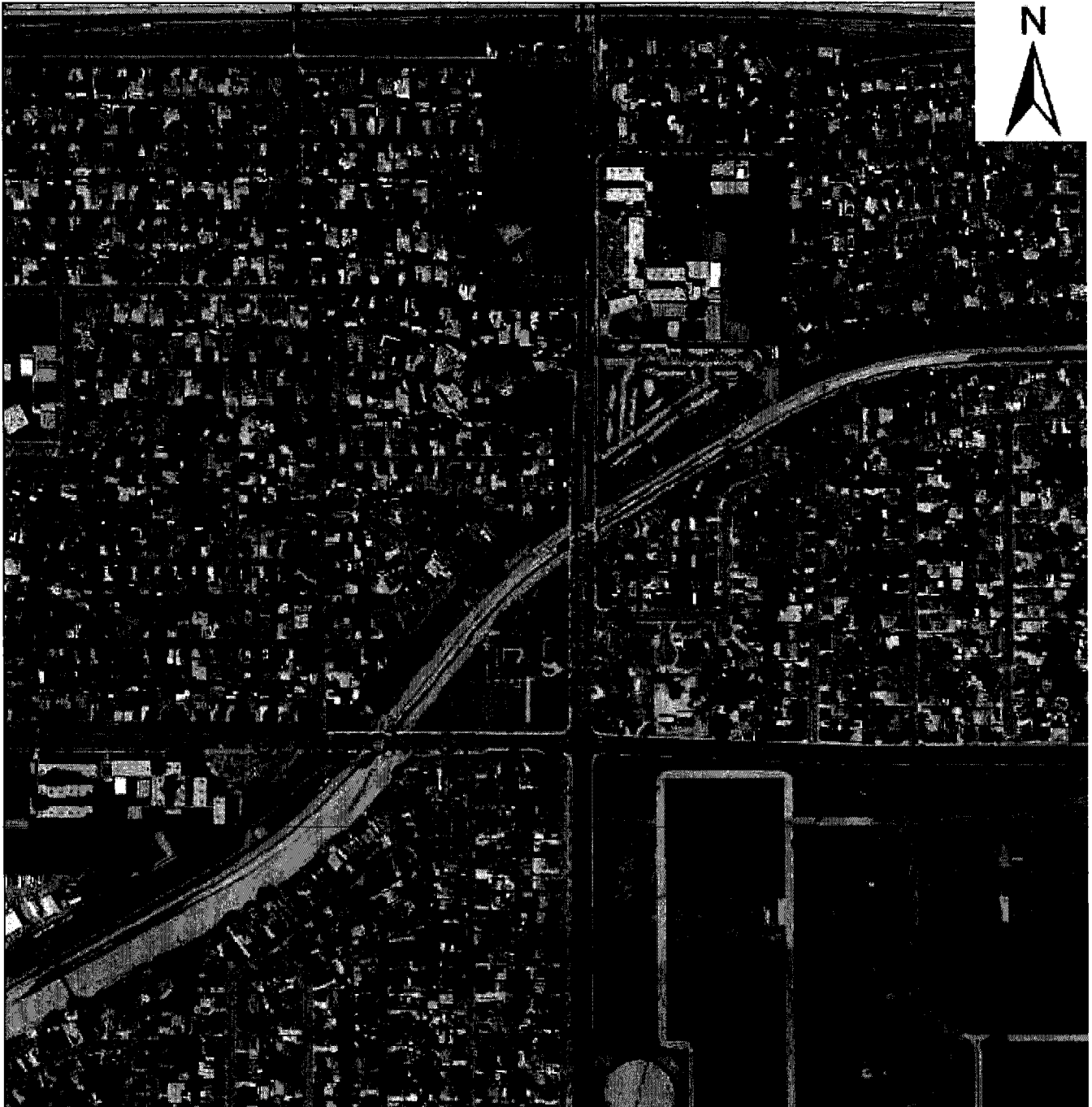


LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
ROAD MAINTENANCE DIVISION – LANDSCAPE MEDIAN CONTRACTS

CONTRACT EAST COUNTY MEDIANS

LOCATION BARRANCA AVE – HOLLYVALE ST TO
NEWBURGH ST (PAGE 2 OF 2)

TG: 569 – C6, C7
599 – C1, C2





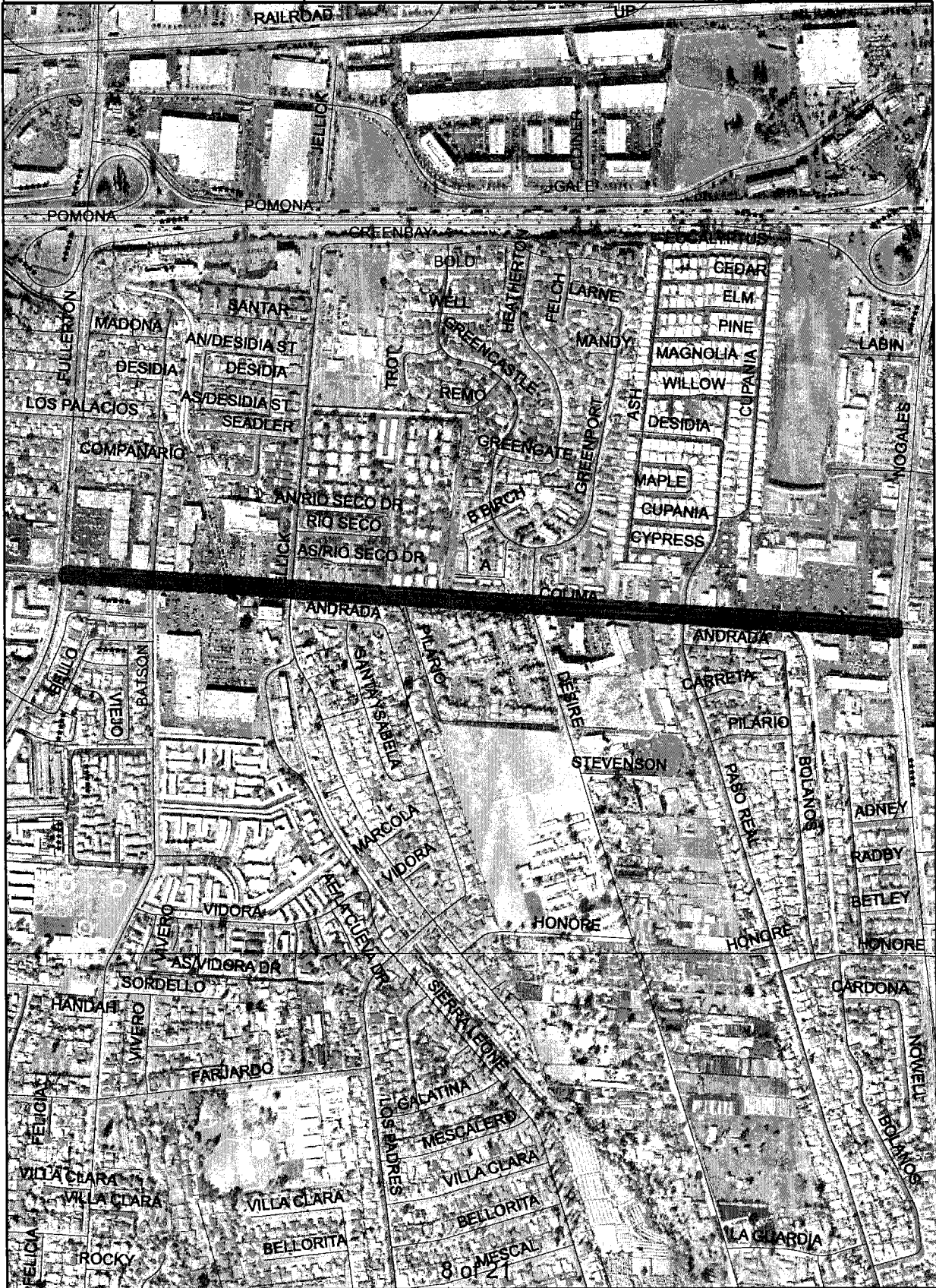
LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
ROAD MAINTENANCE DIVISION - LANDSCAPE MEDIAN CONTRACTS

SERVICE AREA MAPS

EXHIBIT F

NAME	COLIMA ROAD
LIMITS	FULLERTON ROAD TO NOGALES STREET

EXHIBIT	T.G. 679 (A-5,B-5)
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SERVICE AREA MAPS

EXHIBIT F

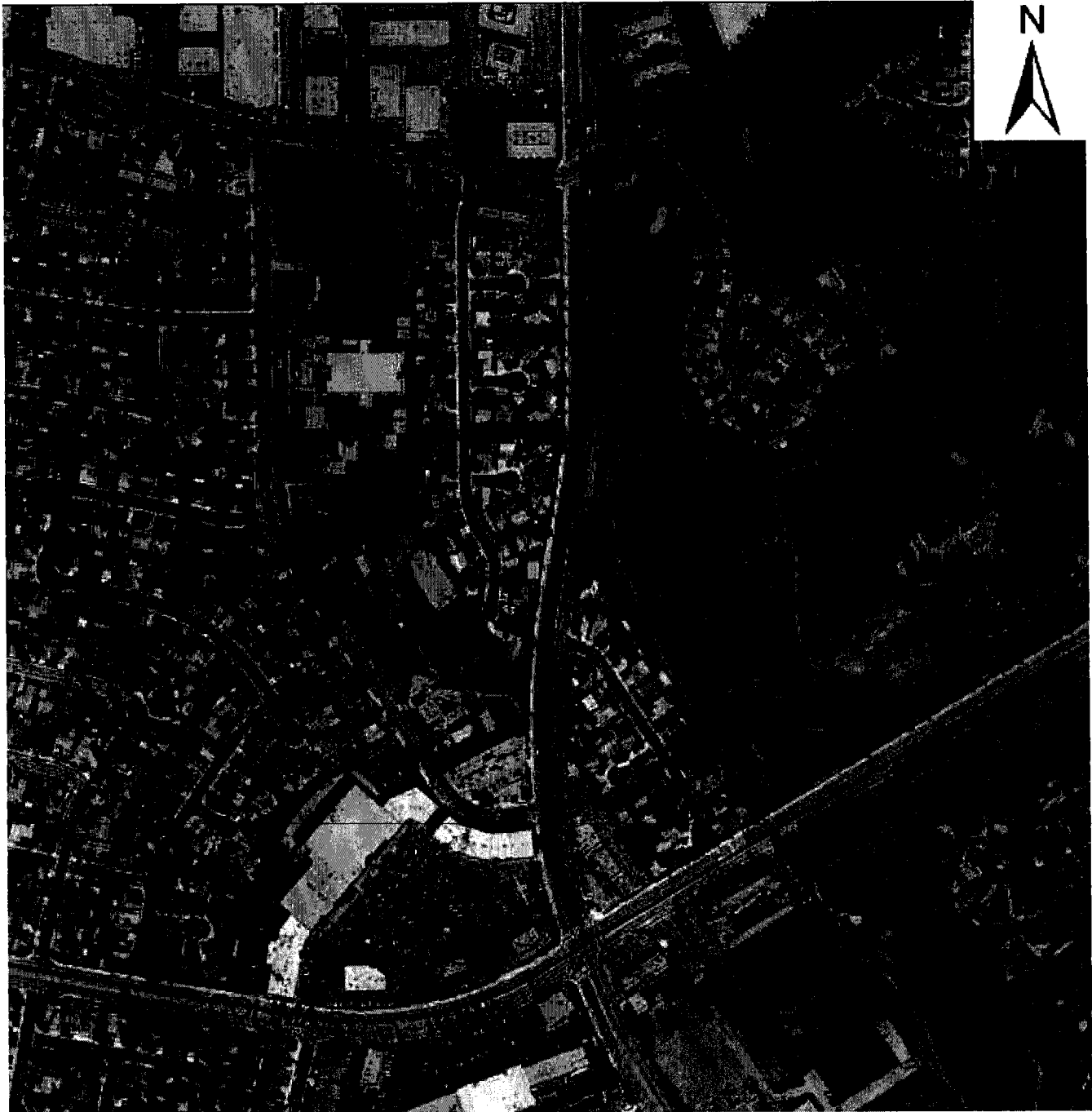


LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
ROAD MAINTENANCE DIVISION – LANDSCAPE MEDIAN CONTRACTS

CONTRACT EAST COUNTY MEDIANS

LOCATION FAIRWAY DR – WALNUT DR TO COLIMA RD

TG: 679 – E4



SERVICE AREA MAPS

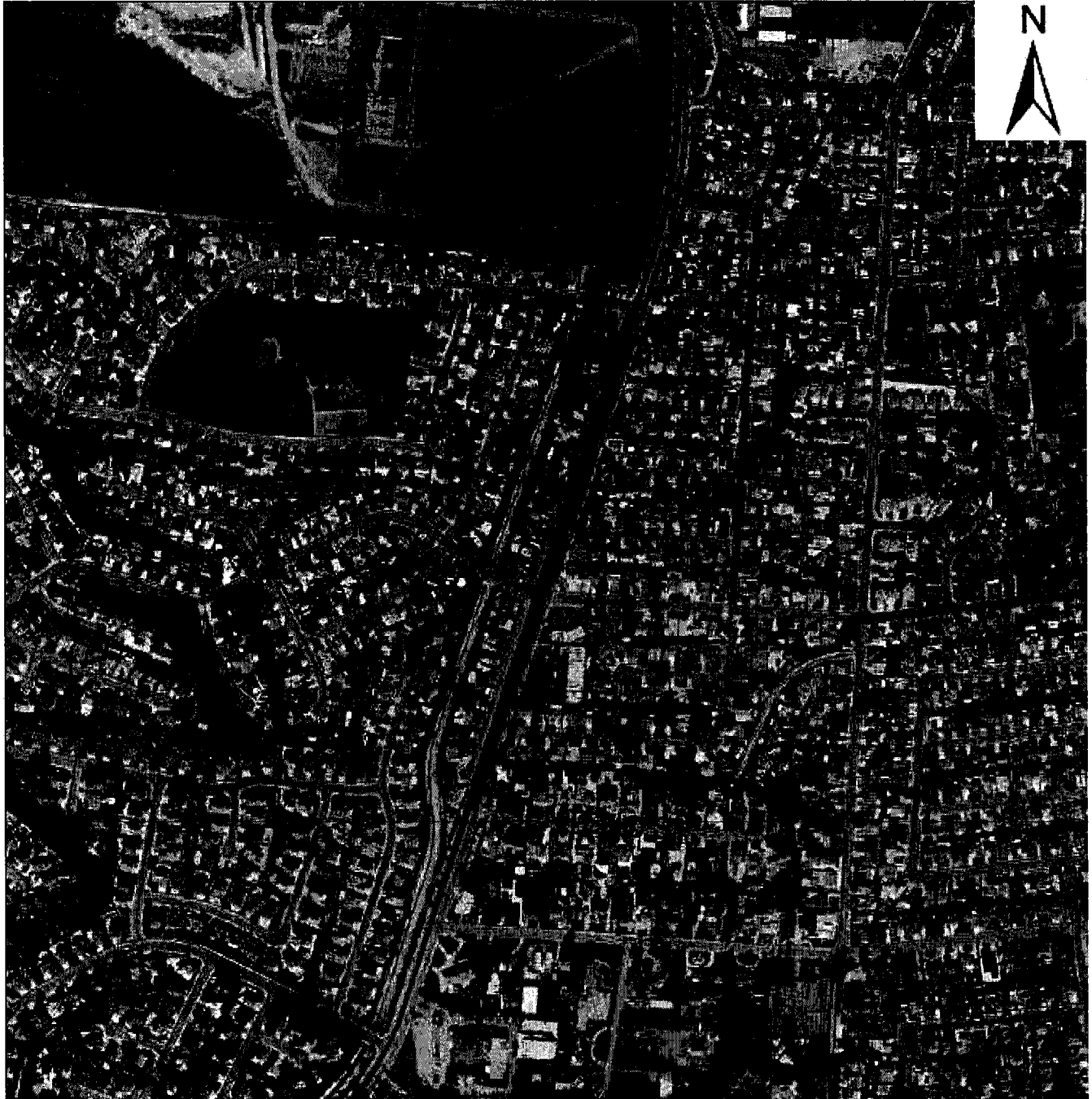
EXHIBIT F



LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
ROAD MAINTENANCE DIVISION – LANDSCAPE MEDIAN CONTRACTS

CONTRACT EAST COUNTY MEDIANS

LOCATION FULLERTON RD – GALATINA ST TO SENTENO ST TG: 678 – J6



SERVICE AREA MAPS

EXHIBIT F

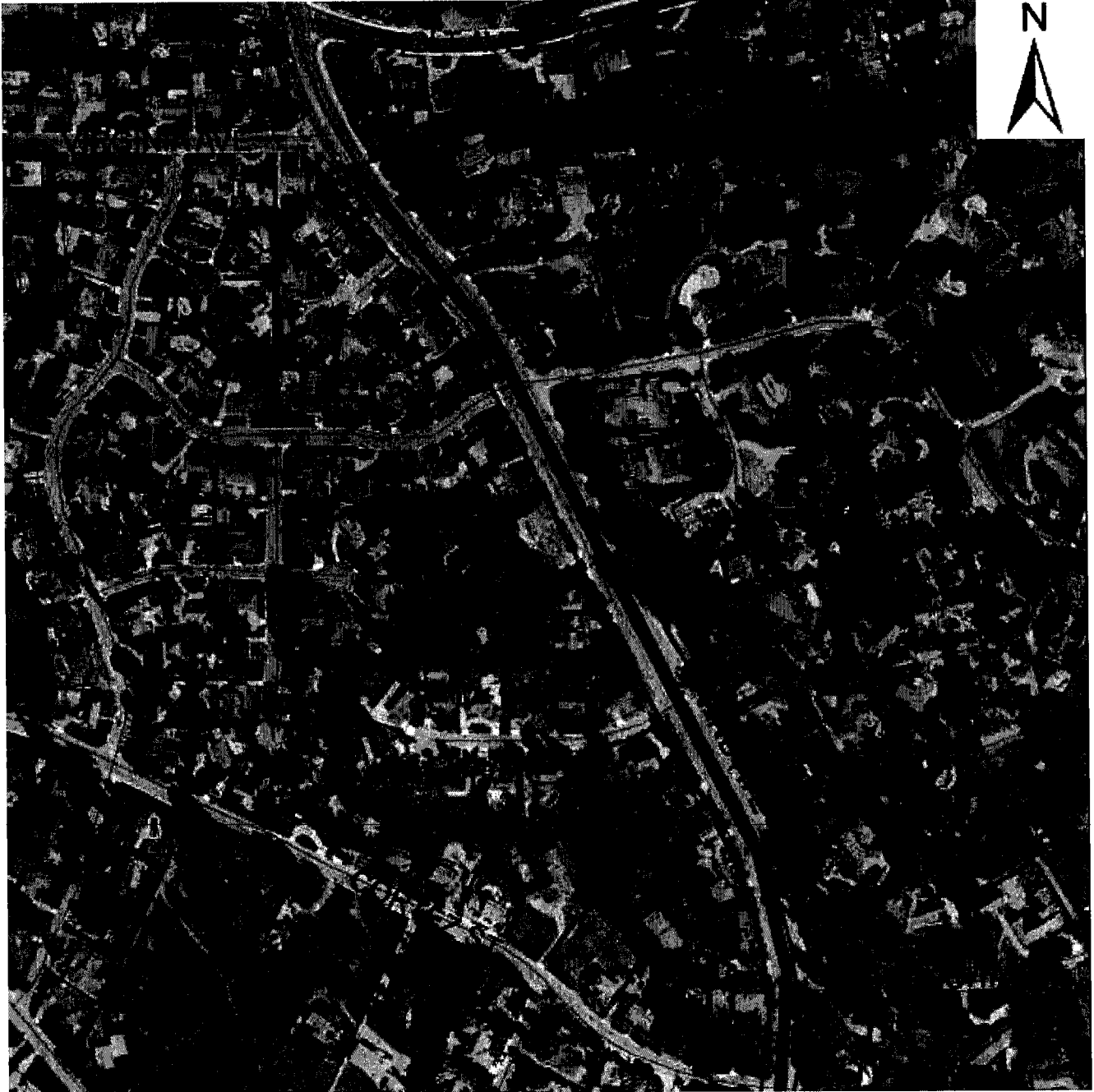


LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
ROAD MAINTENANCE DIVISION – LANDSCAPE MEDIAN CONTRACTS

CONTRACT EAST COUNTY MEDIANS

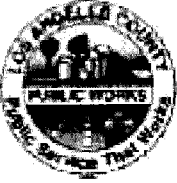
LOCATION GRAND AVE – S/O HOLT AVE TO WALNUT CITY LINE
(PAGE 1 OF 3)

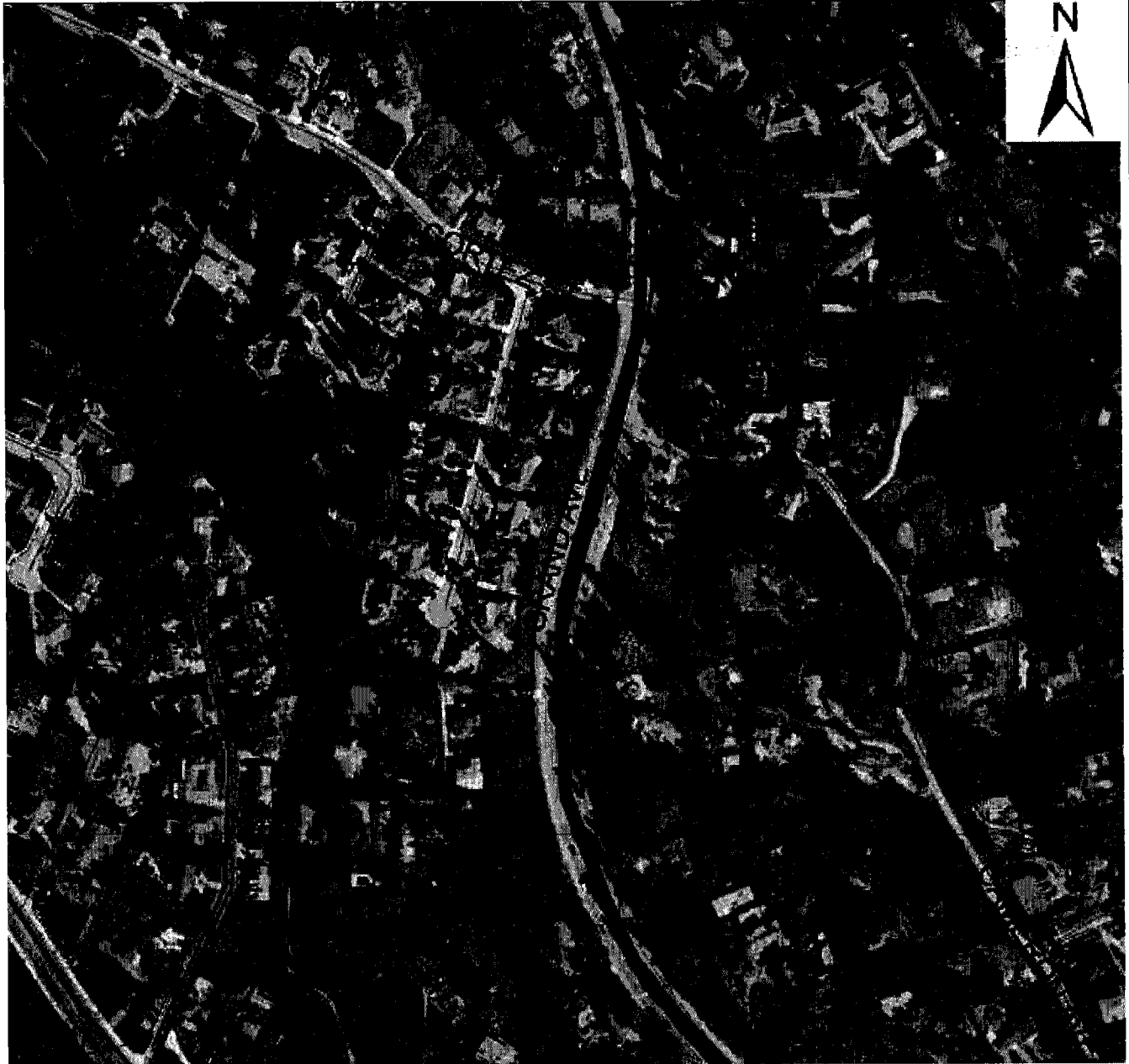
TG: 599 – D7
639 – D1, E1, E2, E3



SERVICE AREA MAPS

EXHIBIT F

	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS	
	ROAD MAINTENANCE DIVISION – LANDSCAPE MEDIAN CONTRACTS	
	CONTRACT	EAST COUNTY MEDIANS
LOCATION	GRAND AVE – S/O HOLT AVE TO WALNUT CITY LINE (PAGE 2 OF 3)	TG: 599 – D7 639 – D1, E1, E2, E3



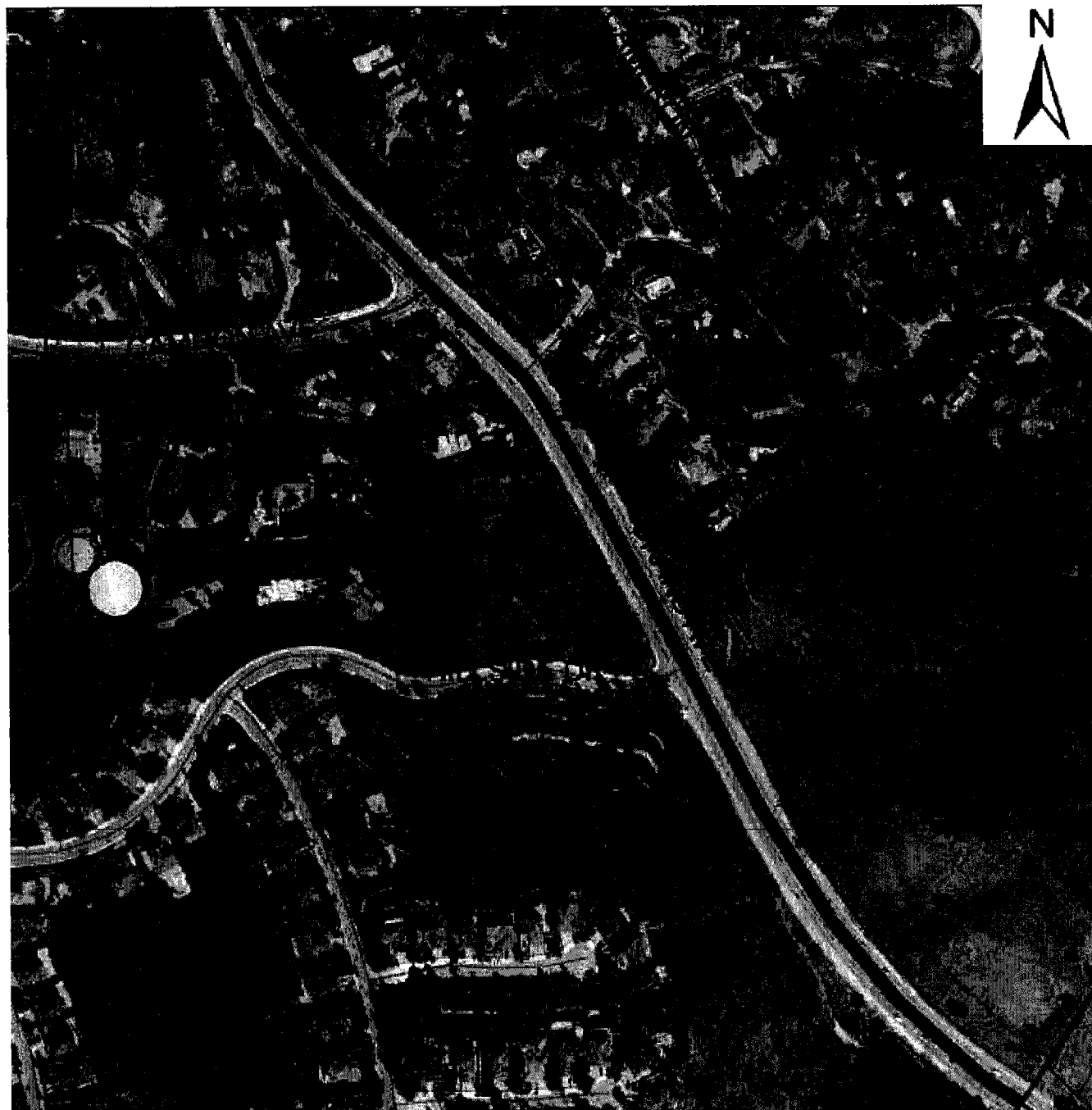
SERVICE AREA MAPS

EXHIBIT F



LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
ROAD MAINTENANCE DIVISION – LANDSCAPE MEDIAN CONTRACTS

CONTRACT	EAST COUNTY MEDIANS	
LOCATION	GRAND AVE – S/O HOLT AVE TO WALNUT CITY LINE (PAGE 3 OF 3)	TG: 599 – D7 639 – D1, E1, E2, E3



SERVICE AREA MAPS

EXHIBIT F

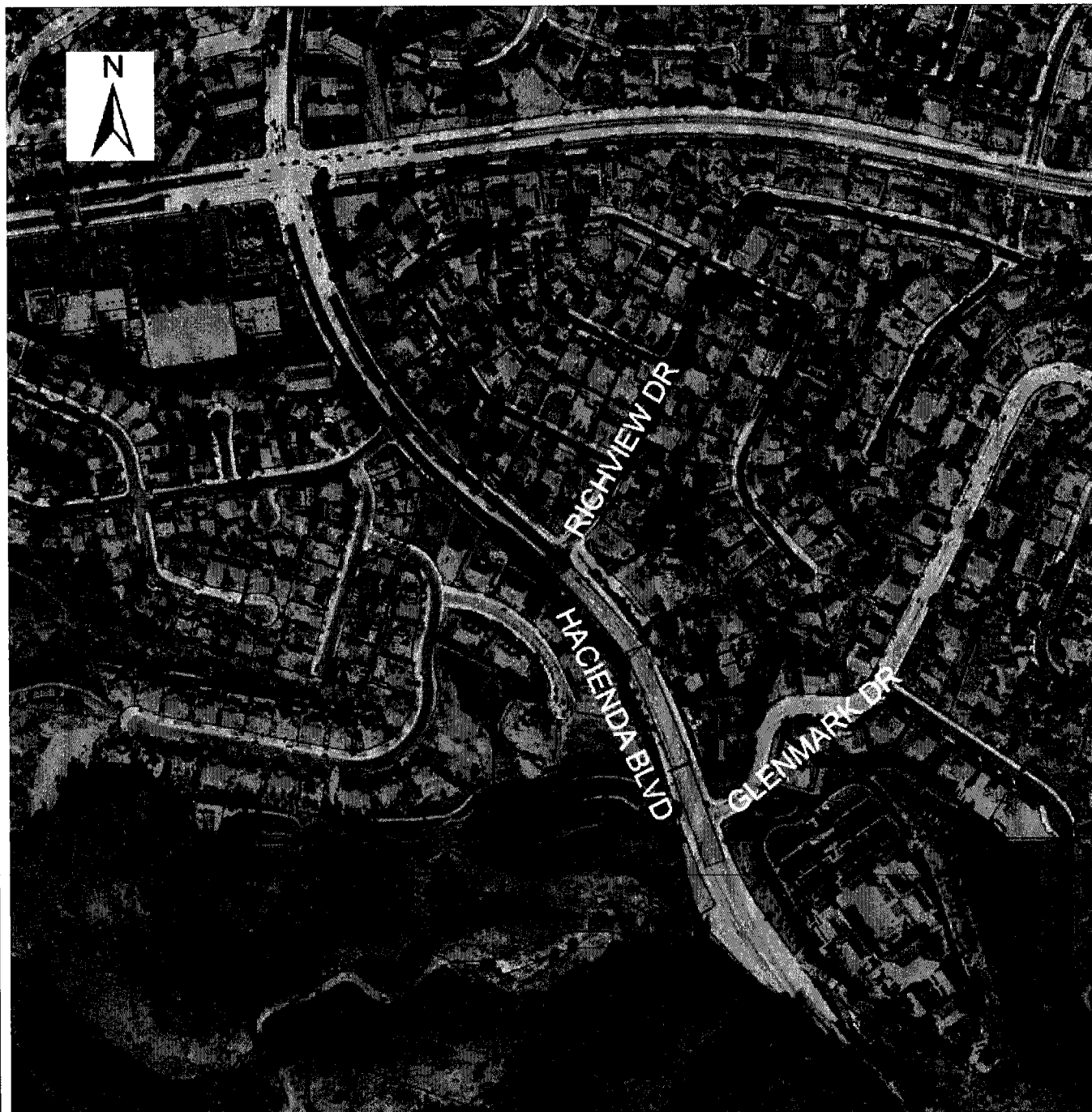


LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
ROAD MAINTENANCE DIVISION – LANDSCAPE MEDIAN CONTRACTS

CONTRACT EAST COUNTY MEDIANS

LOCATION HACIENDA BLVD – RICHVIEW DR TO 550' S/O GLENMARK DR

T.G. 678 – B6



SERVICE AREA MAPS

EXHIBIT F



LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
ROAD MAINTENANCE DIVISION – LANDSCAPE MEDIAN CONTRACTS


CONTRACT EAST COUNTY MEDIANS

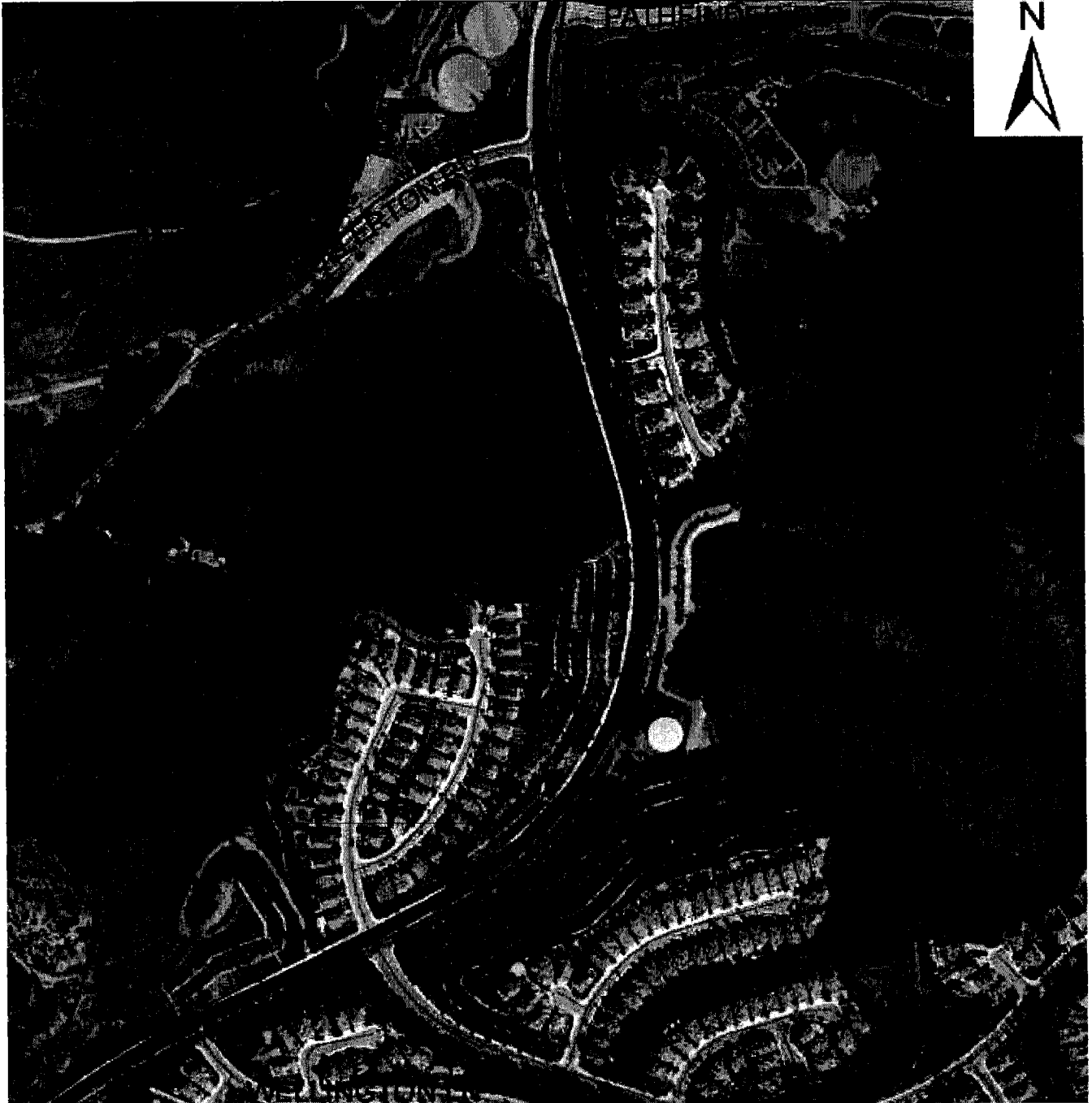
LOCATION HACIENDA BLVD – SHADYBEND DR TO NEWTON ST T.G. 678 – B3, B4, C2, C3



SERVICE AREA MAPS

EXHIBIT F

	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS	
	ROAD MAINTENANCE DIVISION – LANDSCAPE MEDIAN CONTRACTS	
	CONTRACT	EAST COUNTY MEDIANS
LOCATION	HARBOR BLVD – PATHFINDER RD TO ORANGE CO. LIMIT	TG: 708 – J1, H2



SERVICE AREA MAPS

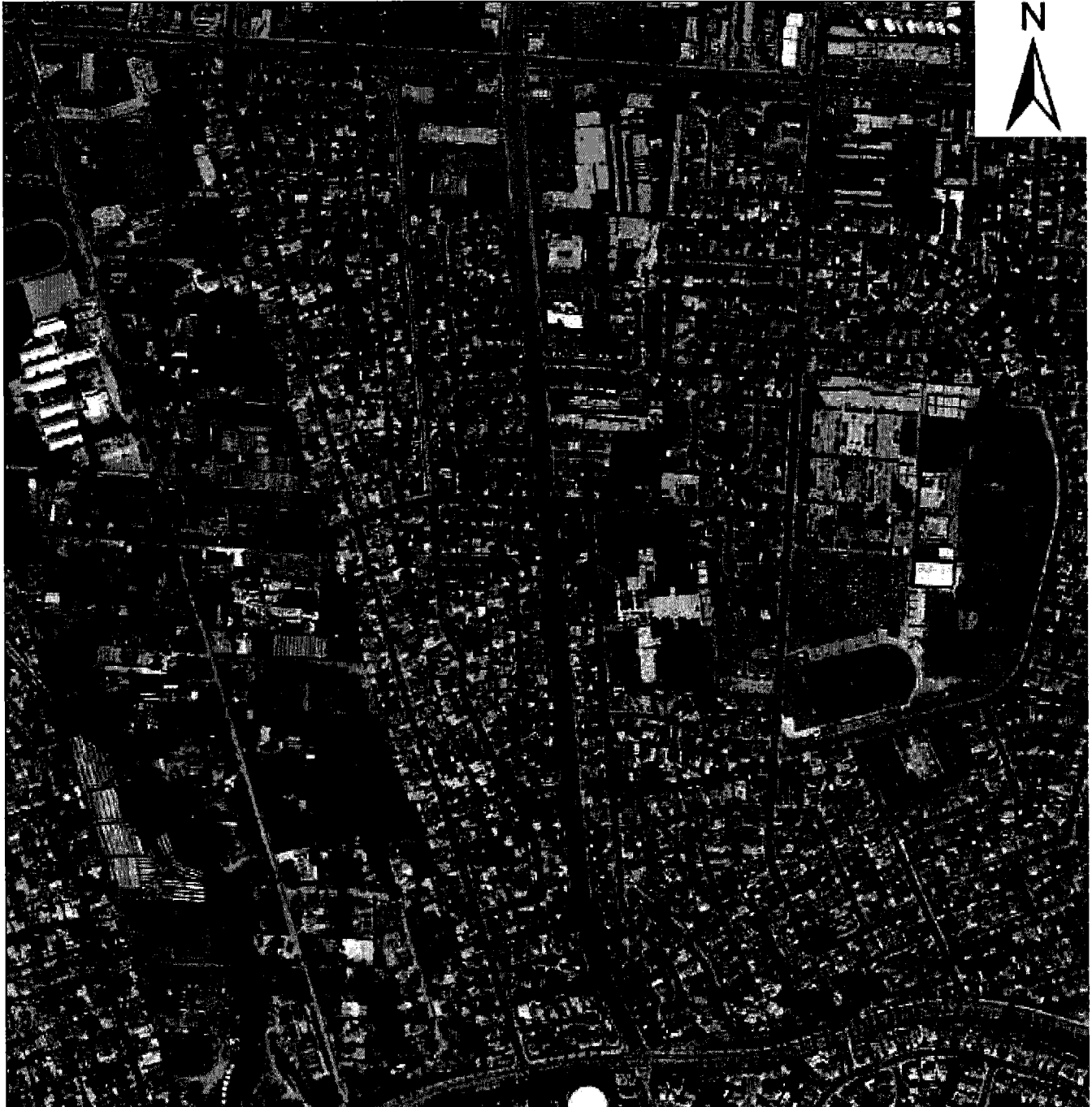
EXHIBIT F



LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
ROAD MAINTENANCE DIVISION – LANDSCAPE MEDIAN CONTRACTS

CONTRACT EAST COUNTY MEDIANS

LOCATION NOGALES ST – S/O COLIMA RD TO PATHFINDER RD TG: 679 – B6, C6





LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
ROAD MAINTENANCE DIVISION - LANDSCAPE MEDIAN CONTRACTS

SERVICE AREA MAPS

EXHIBIT F

NAME	POMONA FREEWAY INTERCHANGE - AZUSA AVE	EXHIBIT
LIMITS	60 FREEWAY WB OFFRAMP TO COLIMA RD	(Pg 1of3) T.G.78 (G-4)



SERVICE AREA MAPS

EXHIBIT F



LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
ROAD MAINTENANCE DIVISION – LANDSCAPE MEDIAN CONTRACTS

CONTRACT EAST COUNTY MEDIANS

LOCATION 60 FREEWAY W/B OFFRAMP TO LOS PALACIOS DR
(PAGE 2 of 3)

TG: 679 – A4





LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
ROAD MAINTENANCE DIVISION - LANDSCAPE MEDIAN CONTRACTS

SERVICE AREA MAPS

EXHIBIT F

NAME	POMONA FREEWAY INTERCHANGE - NOGALES ST	EXHIBIT
LIMITS	WALNUT DR NORTH TO COLIMA RD PAGE (3 of 3)	T.G. 679 (B-4)





LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
ROAD MAINTENANCE DIVISION - LANDSCAPE MEDIAN CONTRACTS

SERVICE AREA MAPS

EXHIBIT F

NAME	STIMSON AVENUE PARKWAY	EXHIBIT
LIMITS	SHADYBEND DR TO HALLIBURTON RD	T.G. 678 (C-3,C-4,D-2)



ORIGINAL

**COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS**

**REQUEST FOR PROPOSALS
FOR
East County Medians – Landscape and Median
Maintenance Services
(2012-PA032)**

PROPOSAL DUE: August, 6 2012 @ 5:30PM

SUBMITTED BY:



1027 E. ACACIA ST., ONTARIO, CA 91761

(800) 794-0063

FAX (909) 673-9192

www.aztecalandscape.com

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August 6, 2012

County of Los Angeles
Department of Public Works
900 South Fremont Ave.
Alhambra, CA 91803

Re: RFP #2012-PA032 East County Medians – Landscape and Medians Maintenance Services

Dear Sir/Madam:


We are pleased to submit a proposal for the above referenced project. We have carefully reviewed the Request for Proposal, and we believe that we are well qualified for the project. Our company has been in business since 1978, and we have approximately 21 landscape contracts in the Counties of Los Angeles, San Bernardino, Riverside, Orange and Ventura, many of comparable size and service. In addition, we also provide services to the private businesses, for example, community centers, little leagues, high schools, industrial complexes, and churches.

Those individuals that are authorized to make representations for our company are as follows:

Name	Title	Cellular
Aurora Farias	President	(951) 903-4029
Rosa M Lopez	Vice-President/CFO	(951) 294-1271
Noe Farias	Secretary	(951) 903-4269
Brian Eddy	Contract Administrator	(951) 903-3992
Raul Farias	Project Supervisor	(951) 903-3983

Further, those individuals able to bind the company into any agreement are Aurora Farias, Rosa M Lopez, and Noe Farias. Please see *Certificate of President and Secretary* in the **Additional Information** section.

If you have any questions or need further information, please do not hesitate to call.

Sincerely,

Aurora Farias
President
AF:bae



State of California
Secretary of State

S

E-K88443

FILED

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

May - 7 2012

This Space For Filing Use Only

Statement of Information

(Domestic Stock and Agricultural Cooperative Corporations)

FEES (Filing and Disclosure): \$25.00. If amendment, see instructions.

IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

1. CORPORATE NAME

C1054076
AZTECA LANDSCAPE

1027 E ACACIA ST
ONTARIO, CA 91761

Due Date:

No Change Statement (Not applicable if agent address of record is a P.O. Box address. See instructions.)

- 2 If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to **Item 16**.
If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement has been previously filed, this form must be completed in its entirety.

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 3 and 4 cannot be P.O. Boxes.)

3. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY	STATE	ZIP CODE
4. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	CITY	STATE CA	ZIP CODE
5. MAILING ADDRESS OF THE CORPORATION, IF DIFFERENT THAN ITEM 3	CITY	STATE	ZIP CODE

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

6. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
7. SECRETARY	ADDRESS	CITY	STATE	ZIP CODE
8. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY	STATE	ZIP CODE

Names and Complete Addresses of All Directors, including Directors Who are Also Officers (The corporation must have at least one director. Attach additional pages, if necessary.)

9. NAME	ADDRESS	CITY	STATE	ZIP CODE
10. NAME	ADDRESS	CITY	STATE	ZIP CODE
11. NAME	ADDRESS	CITY	STATE	ZIP CODE

12. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

Agent for Service of Process (If the agent is an individual, the agent must reside in California and Item 14 must be completed with a California street address (a P.O. Box address is not acceptable). If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 14 must be left blank.)

13. NAME OF AGENT FOR SERVICE OF PROCESS			
14. ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL	CITY	STATE CA	ZIP CODE

Type of Business

15. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION

16. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

05/07/2012 ROSA MARIA LOPEZ VP/CFO
DATE TYPE OR PRINT NAME OF PERSON COMPLETING THE FORM TITLE SIGNATURE

**State of California
Secretary of State**



E-B15160

FILED

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

Jul - 6 2010

This Space For Filing Use Only

STATEMENT OF INFORMATION

(Domestic Stock and Agricultural Cooperative Corporations)

FEES (Filing and Disclosure): \$25.00. If amendment, see instructions.

IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

1. CORPORATE NAME (Please do not alter if name is preprinted.) S				
C1054076 AZTECA LANDSCAPE 1027 E ACACIA ST. ONTARIO, CA 91761				
DUE DATE:				
NO CHANGE STATEMENT (Not applicable if agent address of record is a P.O. Box address. See instructions.)				
2 <input checked="" type="checkbox"/> If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 16 . If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement has been previously filed, this form must be completed in its entirety.				
COMPLETE ADDRESSES FOR THE FOLLOWING (Do not abbreviate the name of the city. Items 3 and 4 cannot be P.O. Boxes.)				
3. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY	STATE	ZIP CODE	
4. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	CITY	STATE CA	ZIP CODE	
5. MAILING ADDRESS OF THE CORPORATION, IF DIFFERENT THAN ITEM 3	CITY	STATE	ZIP CODE	
NAMES AND COMPLETE ADDRESSES OF THE FOLLOWING OFFICERS (The corporation must have these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)				
6. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
7. SECRETARY/	ADDRESS	CITY	STATE	ZIP CODE
8. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
NAMES AND COMPLETE ADDRESSES OF ALL DIRECTORS, INCLUDING DIRECTORS WHO ARE ALSO OFFICERS (The corporation must have at least one director. Attach additional pages, if necessary.)				
9. NAME	ADDRESS	CITY	STATE	ZIP CODE
10. NAME	ADDRESS	CITY	STATE	ZIP CODE
11. NAME	ADDRESS	CITY	STATE	ZIP CODE
12. NUMBER OF VACANCIES ON THE BOARD OF DIRECTIONS, IF ANY:				
AGENT FOR SERVICE OF PROCESS (If the agent is an individual, the agent must reside in California and Item 14 must be completed with a California street address (a P.O. Box address is not acceptable). If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and Item 14 must be left blank.)				
13. NAME OF AGENT FOR SERVICE OF PROCESS				
14. ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL	CITY	STATE CA	ZIP CODE	
TYPE OF BUSINESS				
15. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION				
16. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.				
07/06/2010	AURORA FARIAS	PRESIDENT		
DATE	TYPE OR PRINT NAME OF PERSON COMPLETING THE FORM		TITLE	SIGNATURE
SI-200 N/C (REV 01/2008)			APPROVED BY SECRETARY OF STATE	

09-695251

State of California Secretary of State



ENDORSED - FILED In the office of the Secretary of State of the State of California

AUG 03 2009

This Space For Filing Use Only

STATEMENT OF INFORMATION (Domestic Stock and Agricultural Cooperative Corporations) FEES (Filing and Disclosure): \$25.00. If amendment, see instructions. IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

1. CORPORATE NAME (Please do not alter if name is preprinted.)

C1054076 AZTECA LANDSCAPE 1027 E ACACIA ST ONTARIO CA 91761

S

DUE DATE: 09-30-09

NO CHANGE STATEMENT (Not applicable if agent address of record is a P.O. Box address. See instructions.)

2. If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 16. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement has been previously filed, this form must be completed in its entirety.

COMPLETE ADDRESSES FOR THE FOLLOWING (Do not abbreviate the name of the city. Items 3 and 4 cannot be P.O. Boxes.)

Table with 4 columns: Item number, Address, City, State, ZIP Code. Rows 3, 4, 5.

NAMES AND COMPLETE ADDRESSES OF THE FOLLOWING OFFICERS (The corporation must have these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

Table with 4 columns: Item number, Title, Address, City, State, ZIP Code. Rows 6, 7, 8.

NAMES AND COMPLETE ADDRESSES OF ALL DIRECTORS, INCLUDING DIRECTORS WHO ARE ALSO OFFICERS (The corporation must have at least one director. Attach additional pages, if necessary.)

Table with 4 columns: Item number, Name, Address, City, State, ZIP Code. Rows 9, 10, 11.

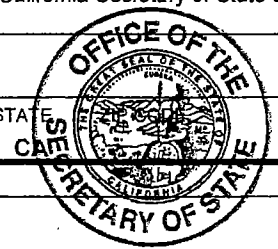
12. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

AGENT FOR SERVICE OF PROCESS (If the agent is an individual, the agent must reside in California and Item 14 must be completed with a California street address (a P.O. Box address is not acceptable). If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and Item 14 must be left blank.)

13. NAME OF AGENT FOR SERVICE OF PROCESS

14. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY

STATE



TYPE OF BUSINESS

15. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION

16. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

DATE TYPE/PRINT NAME OF PERSON COMPLETING FORM

VP/CFO

Signature of Rosa M Lopez

SIGNATURE

State of California
Secretary of State



08 293809

ENDORSED - FILED
in the office of the Secretary of State
of the State of California

JUL 07 2008

STATEMENT OF INFORMATION

(Domestic Stock and Agricultural Cooperative Corporations)

FEES (Filing and Disclosure): \$25.00. If amendment, see instructions.

IMPORTANT — READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

This Space For Filing Use Only

1. **CORPORATE NAME** (Please do not alter if name is preprinted.) S
C1054076
AZTECA LANDSCAPE
1027 E ACACIA ST
ONTARIO CA 91761

DUE DATE: 09-30-08

NO CHANGE STATEMENT (Not applicable if agent address of record is a P.O. Box address. See instructions.)

2. If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to **Item 16**.
 If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement has been previously filed, this form must be completed in its entirety.

COMPLETE ADDRESSES FOR THE FOLLOWING (Do not abbreviate the name of the city. Items 3 and 4 cannot be P.O. Boxes.)

3. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY	STATE	ZIP CODE
4. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	CITY	STATE	ZIP CODE
		CA	
5. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 3	CITY	STATE	ZIP CODE

NAMES AND COMPLETE ADDRESSES OF THE FOLLOWING OFFICERS (The corporation must have these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

6. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
7. SECRETARY/	ADDRESS	CITY	STATE	ZIP CODE
8. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY	STATE	ZIP CODE

NAMES AND COMPLETE ADDRESSES OF ALL DIRECTORS, INCLUDING DIRECTORS WHO ARE ALSO OFFICERS (The corporation must have at least one director. Attach additional pages, if necessary.)

9. NAME	ADDRESS	CITY	STATE	ZIP CODE
10. NAME	ADDRESS	CITY	STATE	ZIP CODE
11. NAME	ADDRESS	CITY	STATE	ZIP CODE

12. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

AGENT FOR SERVICE OF PROCESS (If the agent is an individual, the agent must reside in California and Item 14 must be completed with a California street address (a P.O. Box address is not acceptable). If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and Item 14 must be left blank.)

13. NAME OF AGENT FOR SERVICE OF PROCESS

14. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL

CITY	STATE	ZIP CODE
	CA	

TYPE OF BUSINESS
DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION

16. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

7-1-08 DATE
 Aurora Farias TYPE/PRINT NAME OF PERSON COMPLETING FORM
 President TITLE
 Aurora Farias SIGNATURE



State of California
Secretary of State

S

07-313882

STATEMENT OF INFORMATION
(Domestic Stock Corporation)

FEES (Filing and Disclosure): \$25.00. If amendment, see instructions.

IMPORTANT — READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

1. **CORPORATE NAME** (Please do not alter if name is preprinted.)

C1054076
AZTECA LANDSCAPE
1027 E ACACIA ST
ONTARIO CA 91761

ENDORSED - FILED
in the office of the Secretary of State
of the State of California

JUN 27 2007

This Space For Filing Use Only

DUE DATE: 09-30-07

CALIFORNIA CORPORATE DISCLOSURE ACT (Corporations Code section 1502.1)

A publicly traded corporation must file with the Secretary of State a Corporate Disclosure Statement (Form SI-PT) annually, within 150 days after the end of its fiscal year. Please see reverse for additional information regarding publicly traded corporations.

NO CHANGE STATEMENT

2. If there has been no change in any of the information contained in the last Statement of Information filed with the Secretary of State, check the box and proceed to **Item 15**.
If there have been any changes to the information contained in the last Statement of Information filed with the Secretary of State, or no statement has been previously filed, this form must be completed in its entirety.

COMPLETE ADDRESSES FOR THE FOLLOWING (Do not abbreviate the name of the city. Items 3 and 4 cannot be P.O. Boxes.)

STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY AND STATE	ZIP CODE
4. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	CITY	STATE CA
		ZIP CODE

NAMES AND COMPLETE ADDRESSES OF THE FOLLOWING OFFICERS (The corporation must have these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

5. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY AND STATE	ZIP CODE
6. SECRETARY/	ADDRESS	CITY AND STATE	ZIP CODE
7. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY AND STATE	ZIP CODE

NAMES AND COMPLETE ADDRESSES OF ALL DIRECTORS, INCLUDING DIRECTORS WHO ARE ALSO OFFICERS (The corporation must have at least one director. Attach additional pages, if necessary.)

8. NAME	ADDRESS	CITY AND STATE	ZIP CODE
9. NAME	ADDRESS	CITY AND STATE	ZIP CODE
10. NAME	ADDRESS	CITY AND STATE	ZIP CODE

11. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

AGENT FOR SERVICE OF PROCESS (If the agent is an individual, the agent must reside in California and Item 13 must be completed with a California address. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and Item 13 must be left blank.)

12. NAME OF AGENT FOR SERVICE OF PROCESS			
13. ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL	CITY	STATE CA	ZIP CODE

TYPE OF BUSINESS

DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION

15. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

Aurora Farias TYPE OR PRINT NAME OF PERSON COMPLETING THE FORM
Aurora Farias SIGNATURE
President TITLE
10-25-2007 DATE

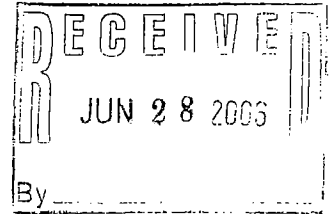
6



State of California Secretary of State

3

06-350249



STATEMENT OF INFORMATION (Domestic Stock Corporation)

FEES (Filing and Disclosure): \$25.00. If amendment, see instructions.

IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

1. CORPORATE NAME (Please do not alter if name is preprinted.)

C1054076 AZTECA LANDSCAPE 1027 E ACACIA ST ONTARIO CA 91761

ENDORSED - FILED in the office of the Secretary of State of the State of California

JUL 31 2006

This Space For Filing Use Only

DUE DATE: 09-30-06

CALIFORNIA CORPORATE DISCLOSURE ACT (Corporations Code section 1502.1)

A publicly traded corporation must file with the Secretary of State a Corporate Disclosure Statement (Form SI-PT) annually, within 150 days after the end of its fiscal year. Please see reverse for additional information regarding publicly traded corporations.

NO CHANGE STATEMENT

2. [X] If there has been no change in any of the information contained in the last Statement of Information filed with the Secretary of State, check the box and proceed to Item 15. If there have been any changes to the information contained in the last Statement of Information filed with the Secretary of State, or no statement has been previously filed, this form must be completed in its entirety.

COMPLETE ADDRESSES FOR THE FOLLOWING (Do not abbreviate the name of the city. Items 3 and 4 cannot be P.O. Boxes.)

3. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE CITY AND STATE ZIP CODE
4. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY CITY STATE ZIP CODE CA

NAMES AND COMPLETE ADDRESSES OF THE FOLLOWING OFFICERS (The corporation must have these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

5. CHIEF EXECUTIVE OFFICER/ ADDRESS CITY AND STATE ZIP CODE
6. SECRETARY/ ADDRESS CITY AND STATE ZIP CODE
7. CHIEF FINANCIAL OFFICER/ ADDRESS CITY AND STATE ZIP CODE

NAMES AND COMPLETE ADDRESSES OF ALL DIRECTORS, INCLUDING DIRECTORS WHO ARE ALSO OFFICERS (The corporation must have at least one director. Attach additional pages, if necessary.)

8. NAME ADDRESS CITY AND STATE ZIP CODE
9. NAME ADDRESS CITY AND STATE ZIP CODE
10. NAME ADDRESS CITY AND STATE ZIP CODE

11. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

AGENT FOR SERVICE OF PROCESS (If the agent is an individual, the agent must reside in California and Item 13 must be completed with a California address. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and Item 13 must be left blank.)

12. NAME OF AGENT FOR SERVICE OF PROCESS
13. ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY STATE ZIP CODE CA

TYPE OF BUSINESS

DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION

15. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

Aurora Farias

[Signature]

President

July 28, 2006

TYPE OR PRINT NAME OF PERSON COMPLETING THE FORM

SIGNATURE

TITLE

DATE

APPROVED BY SECRETARY OF STATE



State of California
Secretary of State

S

STATEMENT OF INFORMATION
(Domestic Stock Corporation)

ENDORSED - FILED
in the office of the Secretary of State
of the State of California

SEP 9 2005

FEES (Filing and Disclosure): \$25.00. If amendment, see instructions.

IMPORTANT — READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

1. CORPORATE NAME (Please do not alter if name is preprinted.)

C1054076

AZTECA LANDSCAPE

This Space For Filing Use Only

DUE DATE:

CALIFORNIA CORPORATE DISCLOSURE ACT (Corporations Code section 1502.1)

A publicly traded corporation must file with the Secretary of State a Corporate Disclosure Statement (Form SI-PT) annually, within 150 days after the end of its fiscal year. Please see reverse for additional information regarding publicly traded corporations.

COMPLETE ADDRESSES FOR THE FOLLOWING (Do not abbreviate the name of the city. Items 2 and 3 cannot be P.O. Boxes.)

2. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY AND STATE	ZIP CODE
1027 E. Acacia St.	Ontario, CA	

3. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	CITY	STATE	ZIP CODE
1027 E. Acacia St.	Ontario	CA	

NAMES AND COMPLETE ADDRESSES OF THE FOLLOWING OFFICERS (The corporation must have these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

4. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY AND STATE	ZIP CODE
Aurora Farias	1027 E. Acacia St.	Ontario, CA	91761

5. SECRETARY/	ADDRESS	CITY AND STATE	ZIP CODE
Noe Farias	1027 E. Acacia St.	Ontario, CA	91761

6. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY AND STATE	ZIP CODE
Rosa M. Lopez	1027 E. Acacia St.	Ontario, CA	91761

NAMES AND COMPLETE ADDRESSES OF ALL DIRECTORS, INCLUDING DIRECTORS WHO ARE ALSO OFFICERS (The corporation must have at least one director. Attach additional pages, if necessary.)

7. NAME	ADDRESS	CITY AND STATE	ZIP CODE
Aurora Farias	1027 E. Acacia St.	Ontario, CA	91761

8. NAME	ADDRESS	CITY AND STATE	ZIP CODE
Rosa M. Lopez	1027 E. Acacia St.	Ontario, CA	91761

9. NAME	ADDRESS	CITY AND STATE	ZIP CODE

10. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY: 0

AGENT FOR SERVICE OF PROCESS (If the agent is an individual, the agent must reside in California and Item 12 must be completed with a California address. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and Item 12 must be left blank.)

11. NAME OF AGENT FOR SERVICE OF PROCESS
Aurora Farias

12. ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL	CITY	STATE	ZIP CODE
1027 E. Acacia St.	Ontario	CA	91761

TYPE OF BUSINESS

13. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION
Landscape Maintenance

14. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

Aurora Farias *Aurora Farias*
TYPE OR PRINT NAME OF PERSON COMPLETING THE FORM SIGNATURE

President

TITLE

DATE

8-12-05

APPROVED BY SECRETARY OF STATE

EXPERIENCE

Background and Experience

Background: The Company began operations in September 1975 under the name J & R Landscape Maintenance Co., Inc. In 1994, the company initiated a corporate name change to Azteca Landscape. Following are the *Articles of Incorporation* for your reference.

The company began servicing municipalities since the 1980s. Their primary customers have been cities in the Los Angeles, Orange, Riverside, San Bernardino, and San Diego Counties.

Azteca Landscape has continued to provide service to the Los Angeles, San Bernardino, Riverside, and Orange County municipalities. Eight years ago, Azteca established itself in Ventura County. Currently the company provides services to the County of Los Angeles, Department of Parks and Recreation.

Through dependability and hard work, Azteca Landscape has maintained long-term relationships and satisfied customers for over 25 years; for example, the City of West Covina and the City of Whittier.

Organization: The Company is structured as follows:

President – Aurora Farias

Vice-President – General Management – Rosa M. Lopez

Vice-President-Operations (Account Manager – Ventura) – Noe Farias

Account Managers

- Juan P. Lopez – Beaches
- Roberto Ramirez – Inland Empire
- Raul Farias – Los Angeles

Office Staff

- Contract Administrator – Brian Eddy
- Human Resources – Yesenia Ramirez
- Accounting Clerk – Julia Vasquez
- Administrative Assistant – Rebecca Hernandez

For this project the hierarchy would be as follows:

- Crew and Crew Leader, reporting to
- the Account Manager (Raul Farias), reporting to
- VP-General Management (Rosa Lopez)

Quality of Experience: Azteca provides a wide range of landscape maintenance services which include:

- Large-scale mowing of parks and large turf areas
- Complete landscape maintenance of parks including janitorial services
- Maintenance of landscape maintenance districts, medians, parkways, and slopes
- Full service pest control within the landscape
- Full new landscaping installation
- New irrigation installation
- Irrigation system repair and troubleshooting
- Complete maintenance of commercial properties and shopping centers
- Weed abatement of small to medium sized lots
- Trash removal and disposal
- Fertilizer application to turf, shrubs, ground covers, and trees
- Steam and high pressure washing of hardscapes
- Ground cover, shrubs, and tree planting
- Baseball and softball field maintenance
- Superior maintenance of high priority and highly visible areas
- Landscape upgrades
- Manual watering with the use of a water truck or trailer
- Pond and lake maintenance and treatment

Staff Experience: Our field staff is experienced in the many facets of city maintenance projects including public parks, medians, and parkways. This hands-on field experience coupled with the high standards set forth by our company's maintenance supervisors, foremen crew leaders, and administrative staff, assures a superior level of service and reliability.

Aurora Farias, President: Ms. Farias' presidency began in 1998. Since that time, she has developed a team of highly qualified, competent personnel to help her achieve the company goals.

Rosa M. Lopez, Vice-President/CFO: Ms Lopez holds a bachelor's degree in Business Administration from Cal State Fullerton and a Master of Management from the University of Phoenix. Rosa has 20 years of experience in financial analysis and has worked in the landscape industry for over 16 years. She currently oversees all the accounting procedures, budgeting, bidding, and administration of the overall business. With her education and managerial background, she has developed new strategies to improve work performance and improve efficiency. Rosa is currently the Responsible Managing Officer for the company's C-27 contractor's license.

Noé Farias, VP-Operations/Secretary: Mr. Farias has a bachelor's degree in Business Administration from Cal Poly Pomona. Noé has been with the company since 2005. During that time, he has taken advantage of every learning opportunity within the business. Currently, he is responsibilities include managing resources, filling a vacant position of Account Manager in Ventura, and implementing various best practices programs to improve efficiency and streamline costs.

Brian Eddy, Contract Administrator/Safety Manager: Mr. Eddy has 16 years of combined experience in customer service and business management. Brian came to the company in 2008 in the capacity of Contract Administrator. Since then, he has been completing a certificate program in Horticultural Science through the University of Riverside. Further, he has taken on the responsibility of Safety Manager. His strengths in business management, customer service, and newly acquired education have enabled him to successfully manage many of our field projects.

Yesenia F. Ramirez, Human Resources Manager: Ms. Ramirez has been with our company since 1993 and currently manages all payroll, personnel, and workers compensation matters for the company. Yesenia holds an Associate of Science Degree in Business Administration from Mt. San Jacinto College and a human resources certification from Chaffey College.

Marco A. Ortiz, QAL – Pesticide Technician: Mr. Ortiz has been with our company since 1996. He is responsible for all pesticide applications. He works closely with our pesticide vendor to train personnel and obtain recommendations. Further, Marco is responsible for initiating notices of intent, purchasing chemicals, complying with agriculture commissioner requirements, and any other duties related to pesticide applications. Mr. Ortiz holds a Pest Control Qualified Applicator License with categories ABCDF.

Raul Farias, Account Manager (Maintenance Supervisor) has been with the company since 1990. His career began as a laborer, advancing to irrigation technician, and currently, holds the position of Maintenance Supervisor. Raul has demonstrated capabilities in managing personnel. He is solely responsible for 30 plus employees; administers several contracts including East County Medians for the County of Los Angeles, Department of Public Works; and is proficient in scheduling. Because of his longevity and advancements, he is well rounded in the landscape maintenance industry. The company has sponsored Raul as he works to obtain his Landscape Industry Certified Technician – Irrigation module certification.

To be determined, Irrigation Technician: Most of our irrigation technicians are trained in-house through a mentoring program. Our trainees work closely with our seasoned technicians for a minimum of one (1) year. Further, the company partners with Irrigator Tech in their Certified Irrigation Repair Technician program. The program consists of:

- A week long course which includes written and practical testing.
- Annual eight (8) hours refresher course.

ROSA MARIA LOPEZ

EDUCATION:

MM, University of Phoenix

Graduated: February 2008

Emphasis: Management

BA, California State University, Fullerton

Graduated: January 1994

Emphasis: Accounting

California State Polytechnic University, Pomona

Attendance: Sept. 1995 – Dec. 1997

Emphasis: Horticultural Science

Mount San Antonio College

Attendance: Sept. 2001 – June 2003

Emphasis: Horticultural

EXPERIENCE:

Azteca Landscape

May 2001 to Present

Position: Vice-President/CFO/RMO

- Responsible for financial statement analysis, including cash flows
- Oversee all aspects of the accounting process
- Review job costing reports for profitability
- Maintain company policies and procedures
- Budgeting for new equipment purchases

Shafer & MacRae, CPAs

September 2000 to April 2001

Position: Senior Accountant

- Prepare compilation, reviewed, and audited financial statements
- Prepare federal and state tax returns
- Prepare other tax reporting documents

Kuebler, Thomas & Co., CPAs

September 1997 to August 2000

Position: Staff Accountant

- Prepare compilation and reviewed financial statements
- Prepare federal and state tax returns
- Prepare other tax reporting documents

Azteca Landscape

February 1991 to July 1997

Position: Office Manager

CERTIFICATIONS:

Contractors State License 945622, C-27

Qualified Applicator License 126635, ABCF

SKILLS:

QuickBooks, Adobe, and Microsoft Office software

LANGUAGES:

Fluent in English and Spanish

RAUL FARIAS

EXPERIENCE	<p>Azteca Landscape April 1999 to Present Position: Maintenance Supervisor</p> <ul style="list-style-type: none">• Schedule tasks to be completed according to project specifications.• Enforces company policies and safety regulations.• Evaluate the quality of service and develops procedures to minimize customer concerns.• Conducts on-going employee training including customer service skills and safety policy procedures.• Maintain time and production records.• Conducts employee performance evaluations, salary recommendations, and administers disciplinary actions consistent with company policy.• Schedules work assignments for 25 employees.• Meets with City Representatives to discuss concerns and recommendations. <p>June 1993 to April 1999 Position: Irrigation Technician</p> <ul style="list-style-type: none">• Activate and deactivate irrigations systems according to seasonal priorities or pre-established schedules.• Program irrigation clocks to ensure proper watering of landscapes maintained.• Install new or renovated irrigation systems.• Perform irrigation service and repairs as required including main lines, valves, and sprinklers.• Purchase materials required maintaining an accurate inventory and strict cost control.• Submit accurate billing for chargeable work performed.• Ensure proper use, care, and inventory of company vehicle, equipment, and tools assigned.
SKILLS	Knowledgeable in Rain Master Satellite Irrigation Control System.
TRAINING	<p>Univar USA Inc., Anaheim. CA</p> <ul style="list-style-type: none">• Pesticide application and safety training – February, 2012 <p>Metropolitan Water District of Southern California</p> <ul style="list-style-type: none">• Basics of Irrigator Session 1 &2, Water Conservation <p>CPR and First Aid Training – November 2011</p>
LANGUAGES	Fluent in English and Spanish

Requirements: Based on the company background and the quality and quantity of its staff presented in the previous pages, Azteca Landscape meets the mandatory requirements as detailed in Section 1B of the specifications. Below is a bullet point outline.

- The proposer, Azteca Landscape, has been supplying services to various municipalities since 1980 and the County of Los Angeles since 1995 (Foothill Area Parks)
- The managing employee, Raul Farias, has 21 years of experience in the landscape maintenance industry. Further, he has attended several seminars and completed specialized training to always keep his knowledge base current.
- The company license numbers are as follows (copies are presented in the section titled **Licenses and Certifications**)
 - Contractor's License No. 417003, C-27, expires 01/31/2013
 - California Qualified Applicator License, Marco A. Ortiz, QAL 102467, expires 12/31/2012
 - California Pest Control Business License No. 30336, expires 12/31/2012
 - County of Los Angeles Ag Pest Control Registration No 2000151, expires 12/31/2012
 - Certified Arborist WE-8545A, Humberto Lopez, expires 12/31/2014
 - Certified Pest Control Advisor 74265, Humberto Lopez, expires 12/31/2012

WORK PLAN

Work Plan

Along with the LW-8, we would like to supply further detail on how we plan to achieve and fulfill the expectations of this Request for Proposal for the East County Medians – Landscape and Median Maintenance Services. In working with the County prior to this proposal, we have successfully completed the work to the County's expectations and anticipate that our current tactics are to the County's approval. Based on this, we propose the following:

- A. Work will assign staff to this project from 7:00 am to 3:30 pm, daily. The employees will be dispatched from our equipment yard in the City of Pomona. The employees will report to this location, load the necessary equipment and be transported to the job site.
- B. Those assigned to this job are:
 - Account Manager (Maintenance Supervisor) – Will work four (4) hours per week who will be preparing reports and managing the job site including any necessary meetings with County Inspectors.
 - Crew Leader/Driver – Will work forty (40) hours per week. He will be directing crews, providing materials, supplies, and tools necessary to perform the daily tasks in addition to performing maintenance tasks.
 - Irrigation Technician – Will work thirty-six (36) hours per week. This employee will inspect, troubleshoot, and repair the irrigation system.
 - Pesticide Technician – Will be assigned to work four (4) hours per week. He will perform all pest control and weed control operations.
 - Maintenance gardener – Will be assigned to work forty (40) hours per week. He will be performing all maintenance duties.

These hours are estimates. If additional hours are required due to unexpected events additional labor forces will be added as deemed necessary to complete the work to specifications.

To further elaborate on the work plan, the company has several policies, procedures, and practices in place to effectively and efficiently fulfill the specifications. For instance, the company finds that a best practice is to continuously have staff in training. Each Maintenance Supervisor mentors an employee to develop into a Maintenance Foreman. Irrigation technicians mentor employees to learn the trade. Thus, in instances of turnover, new projects, and promotion, Azteca has staff to fill those opportunities.

A second practice that the company has in place is employee identification. It has been our experience that it is imperative that our employees are easily identifiable. Therefore, we have implemented a strict uniform policy. The uniform consists of a cap, shirt, and identification badge. All are clearly labeled 'Azteca Landscape.' The identification badge also includes an employee photo, name, department number, and employee number.

C. Certified Arborist – Will be available to direct all tree trimming, raising and pruning. A copy of the certificate is located under the **Licenses and Certifications section**.

D. The use of chemicals will only be used when and where needed or requested by the County. Mechanical or manual weed and pest removal will be utilized when ever possible. When chemicals are needed, they will be applied under the supervision of a Qualified Applicator or a trainee of the Qualified Applicator. Chemicals will be applied using a back pack sprayer or by utilizing a truck mounted spray rig. The County will then be supplied a Pesticide Application report with the monthly invoice along with payroll reports.

E. To prevent damage from occurring to County property, Azteca Landscape employs qualified staff specifically trained for the duties he/she will be performing. Further, Azteca encourages and reimburses costs for any training that he/she takes and completes outside of the trainings offered through our tailgate safety meetings and hands-on field training by a qualified instructor. Lastly, if damage has been determined to be caused by Azteca Landscape personnel, Azteca Landscape will replace all property with an agreed upon replacement. If Azteca is unable to replace the property, Azteca Landscape will reimburse the County for the fees accrued in the replacement.

F. Azteca has an effective IIPP. Our Safety Administrator conducts on-site inspections, no less than monthly, oversees that all attend a bi-weekly tailgate meeting (safety meeting), and strictly enforces safety rules.

Lastly, the hierarchy established by the company has been effective in maintaining superior quality and quality control for the services Azteca Landscape provides. The account managers that Azteca employs have all been trained and agree that our quality, integrity, and sense of responsibility have enabled us to maintain customers for 25 plus years. Raul Farias, Account Manager, will oversee the project, visit the site, inspect workmanship, and make service improvements. He will coordinate work with the Crew Leader; always look for areas of improvement; and make suggestions to the Public Works Contract Manager.

Azteca Landscape has an effective communication program. Each Crew Leader is issued a cellular, push to talk, (PTT) ready telephone which enables the crew to communicate to the foreman and supervisor. The foreman and supervisor are issued a cellular with PTT and telephone enabling them to communicate with crews and customers. These numbers will be provided to the County. Further, all supervisors maintain their cellular telephone on and charged 24 hours for emergencies. In addition, if calling the office number, after hours, push 2 and you will be directly transferred to an on-call technician.

QUALITY ASSURANCE

Quality Assurance

Our quality control plan consists of several procedures to ensure the project owner receives quality, efficient, and complete services.

Quality control (QC) begins with the in-depth analysis of the specifications, contract agreements, and other documents. The Vice-President and The Contract Administrator (CA) work together closely, discuss, and comment on the specifications to make certain that Azteca has the necessary resources (financial, equipment, and labor) to complete the tasks required in the specifications.

Once a contract is awarded, the CA and the Vice-President Operations (VPO) discuss the project at length to schedule equipment purchases, employee hiring, and Supervisor assignment. The VPO and the Supervisor then launch the project and obtain the necessary resources.

The Supervisor will monitor the tasks performed by his crews, note any deficiencies, and communicate those to his employees. The Supervisor will attend all job walks with the County or Project Monitor and respond to deficiencies within a reasonable time frame.

In addition, the CA or VPO will, no less than bi-monthly, inspect the job sites, also note deficiencies, and notify the Supervisor providing him/her with a written document.

Further, the CA or VPO will periodically seek out the County or Project Monitor, Manager, and/or Director to make certain that the services are being completed to the County's standards. Any concerns will be communicated to the Supervisor and CA or VPO to remedy the deficiencies.

Azteca's in-house managerial inspections are documented. The company uses a specific form to record the inspection detailing the City, date, time, location, and deficiency.

In-House Job Inspection Form Procedures:

1. The CA or VPO performs a drive/walk-thru inspection of a project.
2. The CA or VPO seeks out the Maintenance Supervisor for review and signature.
3. The Supervisor receives the white copy, CA or VPO keeps the yellow copy, and the pink is turned into the office by the CA or VPO at management meetings for job filing.
4. The Supervisor will correct the deficiencies indicated and signs-off on the form.
5. The CA or VPO returns to the job site, re-inspects, and signs-off on the original copy as well.
6. The completed original is returned to the office for job filing in the contract folder where it remains for the duration of the contract.
7. The office copy will be disposed; the original taking its place.

Outstanding office inspection forms will be monitored by the Administrative Assistant (AA). If any forms remain uncompleted for an unreasonable amount of time (two weeks). The AA will follow-up with the CA or VPO for completion.

All inspections are documented. Attached is a copy of the *Site Inspection Form* that the company uses to maintain quality and communicate (document) inspections.



Job Site Inspection Form

Job No. _____

Original Inspection Date _____

Job Name _____

Location:

Deficiencies Noted:

Date Corrected

Signature
Operations Manager

Signature
Maintenance Supervisor

Re-Inspection

___ Approved

___ Denied

Date

Signature
Operations Manager

Supervisor Copy - White

Manager Copy - Yellow

Office Copy - Pink

Office Use Only	
	Date Received
Office Copy	_____
Spvr Copy	_____

SUBCONTRACTORS

SUBCONTRACTOS

Subcontractors will not be required for this contact job.

LICENSES AND CERTIFICATIONS



State Of California
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE



License Number **417003**

Entity **CORP**

Business Name **AZTECA LANDSCAPE**

Classification(s) **C27**

Expiration Date **01/31/2013**

www.cslb.ca.gov



Any change of business address/name must be reported to the Registrar within 90 days.

This license is not transferrable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason.

This pocket card is valid through the expiration date only.

If found, drop in any mailbox.
Postage guaranteed by:
Contractors State License Board
P.O. Box 26000, Sacramento CA 95826

Licensee Signature



DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM



QUALIFIED APPLICATOR LICENSE

DATE OF ISSUE

VALID THROUGH

01/01/2012

12/31/2013

QAL 102467

ABCF

MARCO A ORTIZ
4073 MENNES AVE
RIVERSIDE CA 92509



Marco A Ortiz

SIGNATURE

This person is qualified to apply or supervise the application of pesticides pursuant to Division 6, Chapter 8 of the Food and Agricultural Code in the categories indicated on the face of this card. This License does not authorize any person to engage for hire in the Business of pest control. A DPR Pest Control Business License is required, in addition to this Qualified Applicator License to engage in the Business of Pest Control for hire. Category Q is only for MG Pest Control Businesses. This License must be shown to any representative of the Director or Commissioner upon request.

License Categories

- | | |
|---|-------------------------------|
| A. Residential, Industrial, and Institutional | I. Animal Agriculture |
| B. Landscape Maintenance | J. Demonstration and Research |
| C. Right-of-Way | K. Health Related |
| D. Plant Agriculture | L. Wood Preservation |
| E. Forest | M. Antifouling - Tributyltin |
| F. Aquatic | N. Sewer Line Root Control |
| G. Regulatory | O. Field Fumigation |
| H. Seed Treatment | Q. Maintenance Gardener |



CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION

1001 I STREET
SACRAMENTO, CALIFORNIA 95814

ISSUED: January 01, 2011
EXPIRES: December 31, 2012

PEST CONTROL BUSINESS MAIN
LICENSE

Invalid if insured and bonded person **LICENSE NO. 30826** expires before expiration date.

Mailing Address

AZTECA LANDSCAPE, INC.
1027 E ACACIA ST
ONTARIO, CA 91761

Business Location

AZTECA LANDSCAPE, INC.
1027 E ACACIA ST
ONTARIO, CA 91761

Mary-Ann Warmerdam, Director

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

County of Los Angeles

No. 3000245

AGRICULTURAL PEST CONTROL REGISTRATION

For Calendar Year Ending December 31, 2012

Name: AZTECA LANDSCAPE, INC. 800-794-0063
(TELEPHONE)
Address: 1027 F. ACACIA STREET ONTARIO CA 91761
(STREET) (CITY) (STATE) (ZIP)

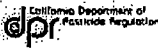
THIS CERTIFIES that the above named individual or firm has been duly registered in accordance with Section 11732 of the California Food and Agricultural Code, and is entitled to engage for hire in the County of Los Angeles in the business of pest control of the types listed below:

- | | |
|---|---|
| <input checked="" type="checkbox"/> (A) Residential, Industrial and Institutional | <input type="checkbox"/> (I) Animal Agriculture |
| <input checked="" type="checkbox"/> (B) Landscape Maintenance | <input type="checkbox"/> (J) Demonstration and Research |
| <input checked="" type="checkbox"/> (C) Right-of-Way | <input type="checkbox"/> (K) Health Related |
| <input checked="" type="checkbox"/> (D) Plant Agriculture | <input type="checkbox"/> (L) Wood Preservatives (Subcategory of A and C) |
| <input type="checkbox"/> (E) Forest | <input type="checkbox"/> (M) Antifouling Paints or Coatings Containing Tributyltin (Subcategory of A) |
| <input checked="" type="checkbox"/> (F) Aquatic | <input type="checkbox"/> (N) Sewer Line Root Control (Subcategory of A) |
| <input type="checkbox"/> (G) Regulatory | <input type="checkbox"/> (O) Field Fumigation |
| <input type="checkbox"/> (H) Seed Treatment | <input type="checkbox"/> (Q) Maintenance Gardener |
| <input type="checkbox"/> (P) Microbial Pest Control | |



Agricultural Commissioner/Director of Weights and Measures
County of Los Angeles
Date: January 11, 2012

Agent: MARCO A. ORTIZ
State Business License No. 30336



Structural Pest Control Board
 2005 EVERGREEN STREET, SUITE 1500
 SACRAMENTO, CA 95815-3831
 (916) 561-8704



FIELD REPRESENTATIVE

LICENSE NO. FR 18765 **General Pest** EXPIRATION 08/30/14
HUMBERTO MANUEL LOPEZ



Signature *Humberto M Lopez*

RECEIPT NO.
11650006



Entomological Society of America
Certification Corporation
 BOARD CERTIFIED ENTOMOLOGIST PROGRAM

Lopez, Humberto

Valid for the Year: 2011

BCE #: B2483

Joined: 11/2/1998

Specializing in (codes on back): V



International Society of Arboriculture

CERTIFIED ARBORIST

Humberto M. Lopez

Certificate Number: WE-8545A

Expiration Date: Dec 31, 2014



DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM



QUALIFIED APPLICATOR LICENSE

DATE OF ISSUE
01/01/2011

VALID THROUGH
12/31/2012

QAL 103853
HUMBERTO M LOPEZ



DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM



AGRICULTURAL PEST CONTROL ADVISER LICENSE

DATE OF ISSUE

VALID THROUGH

01/01/2011

12/31/2012

PCA 74265

ABCDE

HUMBERTO M LOPEZ



UNIVAR®

Bert M. Lopez PCA, BCE
 Turf & Ornamental Manager
 ISA Certified Arborist WE-8545A

Univar
 1591 Sinclair Street Unit C
 Anaheim, CA 92806

T 714 939 1928
 800 888 4897
 F 714 939 1935
 M 714 342 4255
 bert.lopez@univarusa.com
 www.pestweb.com

INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

AZTEC-5 OP ID: SV

DATE (MMDDYYYY)

03/30/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(las) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Pleasanton Valley Insurance Lic #0B07066 6502 Owens Drive, Suite 200 Pleasanton, CA 94588 TOR Insurance Services, Inc.	925-462-2111 925-462-2113	CONTACT NAME: Shirley Viduya PHONE (AC, No, Ext): 925-462-2111 FAX (AC, No): 925-462-2113 E-MAIL ADDRESS: Shirley@pvgroup.com
	INSURER(S) AFFORDING COVERAGE	
INSURED Azteca Landscape, Inc. 1027 E. Acacia Street Ontario, CA 91761	INSURER A: Old Republic Construction	
	INSURER B: Golden Eagle Insurance	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR/WORD	POLICY NUMBER	POLICY EFF (MMDDYYYY)	POLICY EXP (MMDDYYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		CBP8791452	09/01/11	09/01/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BA8870004	09/01/11	09/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		CU8791752	09/01/11	09/01/12	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	A1CW99971201	04/01/12	04/01/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Comm Inland Marine		CBP8791452	09/01/11	09/01/12	Rented 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER PROOF IN Proof of Insurance	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Wayne M Rindick</i>

RECORD KEEPING

RECORD KEEPING

See for LW-9 in the Required Forms Section following.

FORMS

VERIFICATION OF PROPOSAL

DATE: August 6 , 2012		THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:	
1. This Declaration is given in support of a Proposal for a Contract with The County Of Los Angeles. The Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected.			
2. Name of Service: Landscape and Median Maintenance Services for East County Medians			
DECLARANT INFORMATION			
3. Name Of declarant: Aurora Farias			
4. I Am duly vested with the authority to make and sign instruments for and on behalf of the Proposer(s). Azteca Landscape			
5. My Title, Capacity, Or Relationship to the Proposer(s) is: President			
PROPOSER INFORMATION			
6. Proposer's full legal name: Azteca Landscape		Telephone No.: 909-673-0889	
Physical Address (NO P.O. BOX): 1027 E. Acacia St., Ontario, CA 91761		Moblie No.: 951-903-3992	
e-mail: Brian@AztecaLandscape.com		Fax No.: 909-673-9192	
County WebVen No.: 04916501	IRS No.: 95-3675807	Business License No.:	
7. Proposer's fictitious business name(s) or dba(s) (if any):			
County(s) of Registration:	State:	Year(s) became DBA:	
8. The Proposer's form of business entity is (CHECK ONLY ONE):			
<input type="checkbox"/> Sole proprietor	Name of Proprietor:		
<input checked="" type="checkbox"/> A corporation:	Corporation's principal place of business: 1027 E Acacia Street, Ontario, CA 91761		
	State of incorporation: California	Year incorporated: 1981	
<input type="checkbox"/> Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts	President/CEO:		
	Secretary:		
<input type="checkbox"/> A general partnership:	Names of partners:		
<input type="checkbox"/> A limited partnership:	Name of general partner:		
<input type="checkbox"/> A joint venture of	Names of joint venturers:		
<input type="checkbox"/> A limited liability company:	Name of managing member:		
9. The only persons or firms interested in this proposal as principals are the following:			
Name(s) Aurora Farias	Title President	Phone 909-673-0889	Fax 909-673-9192
Street 1027 E Acacia St	City Ontario	State CA	Zip 91761
Name(s) Rosa M. Lopez	Title Vice-President	Phone 909-673-0889	Fax 909-673-9192
Street 1027 E Acacia St	City Ontario	State CA	Zip 91761
10. Is your firm wholly or majority owned by, or a subsidiary of another firm? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, name of parent firm: _____ State of incorporation/registration of parent firm: _____			
11. Has your firm done business under any other name(s) within the last five years? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, please list the other name(s): Name(s): _____ Year of name change: _____ Name(s): _____ Year of name change: _____			
12. Is your firm involved in any pending acquisition or merger? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, indicate the associated company's name: _____			
13. Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and the Director's judgment shall be final.			
14. I am making these representations and all representation contained in this proposal based on information that they are true and correct to the best of my information and belief.			
I declare under penalty of perjury under the laws of California that the above information is true and correct.			
Signature of Proposer or Authorized Agent: <i>Aurora Farias</i>			Date: 8/6/2012
Type name and title: Aurora Farias, President			

**SCHEDULE OF PRICES FOR
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR EAST COUNTY MEDIANS**

FORM PW-2

AMAR ROAD MEDIANS FROM AILERON AVENUE TO BRENTWOOD DRIVE

ITEM	ITEM DESCRIPTION	** "PROPOSED HOURS PER FREQUENCY" SHALL NOT BE LESS THAN THE "MINIMUM HOURS PER FREQUENCY".			ANNUAL FREQUENCY x COST PER FREQUENCY = ANNUAL COST		
		MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST	
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	1.5	1.50	52	\$40.00	\$2,080.00	
2.	ALL MANAGEMENT AND SUPERVISION	1.5	1.50	52	\$40.00	\$2,080.00	
3.	MOWING						
4.	MECHANICAL EDGING						
a.	Turf Areas						
b.	Groundcover						
5.	WEED REMOVAL						
a.	Walks, Beds, Planters, and Groundcover Hardscape	1	16.00	26	\$240.00	\$6,240.00	
b.	Bare Areas	1	4.00	12	\$80.00	\$960.00	
c.	Undeveloped Areas	1	2.00	12	\$50.00	\$600.00	
6.	LITTER CONTROL	1	1.00	52	\$20.00	\$1,040.00	
7.	RAKING						
a.	Turf Under Trees						
b.	Planter Beds and Planters	1	1.00	26	\$20.00	\$520.00	

**SCHEDULE OF PRICES FOR
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR EAST COUNTY MEDIANS**

FORM PW-2

ITEM	ITEM DESCRIPTION	** "PROPOSED HOURS PER FREQUENCY" SHALL NOT BE LESS THAN THE "MINIMUM HOURS PER FREQUENCY".			ANNUAL FREQUENCY x COST PER FREQUENCY = ANNUAL COST		
		MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST	
8.	CLEARANCE PRUNING/HEDGE TRIMMING						
a.	Tree Safety Clearance / Tree Pruning	1	1.00	6	\$20.00	\$120.00	✓
b.	Shrub Safety Clearance / Shrub Pruning	1	8.00	2	\$160.00	\$320.00	✓
c.	Hedge Shaping / Trimming	1	40.00	2	\$800.00	\$1,600.00	✓
d.	Dethatching / Turf Reseeding						
9.	SWEEPING - HARD SURFACES, WALKS, AND STEPS	1	8.00	12	\$25.00	\$300.00	✓
10.	AERATION						
11.	RODENT CONTROL			AS-NEEDED	\$65.00		
12.	TURF AND PLANT FERTILIZATION			AS-NEEDED	\$65.00		
13.	REPLENISH MULCH	1	29.50	2	\$590.00	\$1,180.00	✓
14.	CHEMICAL APPLICATION						
a.	Turf - detailing general turf areas with systematic herbicides						

SCHEDULE OF PRICES FOR LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR EAST COUNTY MEDIANS

ITEM	ITEM DESCRIPTION	** "PROPOSED HOURS PER FREQUENCY" SHALL NOT BE LESS THAN THE "MINIMUM HOURS PER FREQUENCY".			ANNUAL FREQUENCY x COST PER FREQUENCY = ANNUAL COST		
		MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST	
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides	1	4.00	6	\$120.00	\$720.00	
15.	IRRIGATION / WATERING - AUTOMATIC						
a.	Valve Box Integrity – replace covers, check for safety and security, more often if necessary	0.5	0.50	52	\$12.50	\$650.00	
b.	Inspect, Operate, Control, and Make Adjustments, more often if necessary	0.5	0.50	52	\$12.50	\$650.00	
c.	Repair, Replace, Relocate Sprinkler Heads, Repair Lines, more often if necessary			AS-NEEDED	\$35.00		
d.	Manual Watering of Shrubs and Turf, more often if necessary	0.5	0.50	52	\$12.50	\$650.00	

SCHEDULE OF PRICES FOR LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR EAST COUNTY MEDIANS

ITEM	ITEM DESCRIPTION	** "PROPOSED HOURS PER FREQUENCY" SHALL NOT BE LESS THAN THE "MINIMUM HOURS PER FREQUENCY".			ANNUAL FREQUENCY x COST PER FREQUENCY = ANNUAL COST		
		MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST	
e.	Inspect salt buildup and inject solutions for cleaning	0.5	0.50	52	\$12.50	\$650.00	
f.	Inspect excessively wet and dry areas	0.5	0.50	52	\$12.50	\$650.00	
g.	Flush and inspect Y-filter at each RCV	0.5	0.50	6	\$12.50	\$75.00	
h.	Flush and inspect Y-filter at each backflow	1	1.00	1	\$30.00	\$30.00	
i.	Reset rain sensor on controller			AS-NEEDED	\$35.00		
j.	Flush each irrigations system (6 and every time any work is done on the irrigation system)	1	1.00	6	\$30.00	\$180.00	

TOTAL ANNUAL COST - AMAR ROAD MEDIANS FROM AILERON AVENUE TO BRENTWOOD DRIVE

\$21,295.00 ✓

**SCHEDULE OF PRICES FOR
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR EAST COUNTY MEDIANS**

FORM PW-2

**ARROW HWY MEDIANS FROM ENID AVENUE TO E/O HOMEREST AVENUE AND VINCENT AVENUE MEDIANS FROM N/O
BELLBROOK STREET TO BENBOW STREET**

ITEM	ITEM DESCRIPTION	** "PROPOSED HOURS PER FREQUENCY" SHALL NOT BE LESS THAN THE "MINIMUM HOURS PER FREQUENCY".			ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
		MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	ANNUAL FREQUENCY x COST PER FREQUENCY = ANNUAL COST			
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	1.5	1.50	52	\$20.00	\$1,040.00	
2.	ALL MANAGEMENT AND SUPERVISION	1.5	1.50	52	\$20.00	\$1,040.00	
3.	MOWING						
4.	MECHANICAL EDGING						
a.	Turf Areas						
b.	Groundcover						
5.	WEED REMOVAL						
a.	Walks, Beds, Planters, and Groundcover Hardscape	1	2.00	26	\$40.00	\$1,040.00	
b.	Bare Areas	1	1.00	12	\$20.00	\$240.00	
c.	Undeveloped Areas	1	1.00	12	\$20.00	\$240.00	
6.	LITTER CONTROL	1	1.00	52	\$20.00	\$1,040.00	
7.	RAKING						
a.	Turf Under Trees						

**SCHEDULE OF PRICES FOR
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR EAST COUNTY MEDIANS**

FORM PW-2

ITEM	ITEM DESCRIPTION	** "PROPOSED HOURS PER FREQUENCY" SHALL NOT BE LESS THAN THE "MINIMUM HOURS PER FREQUENCY".		ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
		MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY			
b.	Planter Beds and Planters	1	1.00	26	\$20.00	\$520.00
8.	CLEARANCE PRUNING/HEDGE TRIMMING					
a.	Tree Safety Clearance / Tree Pruning	1	1.00	6	\$20.00	\$120.00
b.	Shrub Safety Clearance / Shrub Pruning	1	1.00	2	\$20.00	\$40.00
c.	Hedge Shaping / Trimming	1	1.00	2	\$20.00	\$40.00
d.	Dethatching / Turf Reseeding					
9.	SWEEPING - HARD SURFACES, WALKS, AND STEPS	1	1.00	12	\$20.00	\$240.00
10.	AERATION					
11.	RODENT CONTROL			AS-NEEDED	\$65.00	
12.	TURF AND PLANT FERTILIZATION			AS-NEEDED	\$50.00	
13.	REPLENISH MULCH	1	2.00	2	\$20.00	\$40.00
14.	CHEMICAL APPLICATION					
a.	Turf - dettailing general turf areas with systematic herbicides					

**SCHEDULE OF PRICES FOR
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR EAST COUNTY MEDIANS**

FORM PW-2

ITEM	ITEM DESCRIPTION	** "PROPOSED HOURS PER FREQUENCY" SHALL NOT BE LESS THAN THE "MINIMUM HOURS PER FREQUENCY".			ANNUAL FREQUENCY x COST PER FREQUENCY = ANNUAL COST		
		MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST	
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides	1	1.00	6	\$20.00	\$120.00	
15.	IRRIGATION / WATERING - AUTOMATIC						
a.	Valve Box Integrity – replace covers, check for safety and security, more often if necessary	0.5	0.50	52	\$12.50	\$650.00	
b.	Inspect, Operate, Control, and Make Adjustments, more often if necessary	0.5	0.50	52	\$12.50	\$650.00	
c.	Repair, Replace, Relocate Sprinkler Heads, Repair Lines, more often if necessary						
d.	Manual Watering of Shrubs and Turf, more often if necessary	0.5	0.50	52	\$12.50	\$650.00	

**SCHEDULE OF PRICES FOR
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR EAST COUNTY MEDIANS**

FORM PW-2

ITEM	ITEM DESCRIPTION	** "PROPOSED HOURS PER FREQUENCY" SHALL NOT BE LESS THAN THE "MINIMUM HOURS PER FREQUENCY".			ANNUAL FREQUENCY x COST PER FREQUENCY = ANNUAL COST		
		MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST	
e.	Inspect salt buildup and inject solutions for cleaning	0.5	0.50	52	\$12.50	\$650.00	
f.	Inspect excessively wet and dry areas	0.5	0.50	52	\$12.50	\$650.00	
g.	Flush and inspect Y-filter at each RCV	0.5	0.50	6	\$12.50	\$75.00	
h.	Flush and inspect Y-filter at each backflow	1	1.00	1	\$25.00	\$25.00	
i.	Reset rain sensor on controller			AS-NEEDED	\$75.00		
j.	Flush each irrigations system (6 and every time any work is done on the irrigation system)	1	1.00	6	\$25.00	\$150.00	

**TOTAL ANNUAL COST – ARROW
HWY MEDIANS FROM ENID
AVENUE TO E/O HOMEREST
AVENUE AND VINCENT AVENUE
MEDIANS FROM N/O BELLBROOK
STREET TO BENBOW STREET**

\$9,260.00 ✓

SCHEDULE OF PRICES FOR
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR EAST COUNTY MEDIANS

BARRANCA AVENUE MEDIANS FROM HOLLYVALE STREET TO NEWBURGH STREET

ITEM	ITEM DESCRIPTION	** "PROPOSED HOURS PER FREQUENCY" SHALL NOT BE LESS THAN THE "MINIMUM HOURS PER FREQUENCY".			ANNUAL FREQUENCY x COST PER FREQUENCY = ANNUAL COST		
		MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST	
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	1.5	1.50	52	\$25.00	\$1,300.00	
2.	ALL MANAGEMENT AND SUPERVISION	1.5	1.50	52	\$25.00	\$1,300.00	
3.	MOWING						
4.	MECHANICAL EDGING						
a.	Turf Areas						
b.	Groundcover						
5.	WEED REMOVAL						
a.	Walks, Beds, Planters, and Groundcover Hardscape	1	1.00	26	\$20.00	\$520.00	
b.	Bare Areas	1	1.00	12	\$20.00	\$240.00	
c.	Undeveloped Areas	1	1.00	12	\$20.00	\$240.00	
6.	LITTER CONTROL	1	1.00	52	\$20.00	\$1,040.00	
7.	RAKING						
a.	Turf Under Trees						
b.	Planter Beds and Planters	1	1.00	26	\$20.00	\$520.00	

**SCHEDULE OF PRICES FOR
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR EAST COUNTY MEDIANS**

FORM PW-2

ITEM	ITEM DESCRIPTION	** "PROPOSED HOURS PER FREQUENCY" SHALL NOT BE LESS THAN THE "MINIMUM HOURS PER FREQUENCY".			ANNUAL FREQUENCY x COST PER FREQUENCY = ANNUAL COST		
		MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST	
8.	CLEARANCE PRUNING/HEDGE TRIMMING						
a.	Tree Safety Clearance / Tree Pruning	1	1.00	6	\$20.00	\$120.00	
b.	Shrub Safety Clearance / Shrub Pruning	1	1.00	2	\$35.00	\$70.00	
c.	Hedge Shaping / Trimming	1	24.00	2	\$480.00	\$960.00	
d.	Dethatching / Turf Reseeding						
9.	SWEEPING - HARD SURFACES, WALKS, AND STEPS	1	1.00	12	\$20.00	\$240.00	
10.	AERATION						
11.	RODENT CONTROL			AS-NEEDED	\$65.00		
12.	TURF AND PLANT FERTILIZATION			AS-NEEDED	\$50.00		
13.	REPLENISH MULCH	1	2.00	2	\$20.00	\$40.00	
14.	CHEMICAL APPLICATION						
a.	Turf - detailing general turf areas with systematic herbicides						

SCHEDULE OF PRICES FOR LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR EAST COUNTY MEDIANS

ITEM	ITEM DESCRIPTION	** "PROPOSED HOURS PER FREQUENCY" SHALL NOT BE LESS THAN THE "MINIMUM HOURS PER FREQUENCY".			ANNUAL FREQUENCY x COST PER FREQUENCY = ANNUAL COST		
		MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST	
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides	1	1.00	6	\$20.00	\$120.00	
15.	IRRIGATION / WATERING - AUTOMATIC						
a.	Valve Box Integrity - replace covers, check for safety and security, more often if necessary	0.5	0.50	52	\$12.50	\$650.00	
b.	Inspect, Operate, Control, and Make Adjustments, more often if necessary	0.5	0.50	52	\$12.50	\$650.00	
c.	Repair, Replace, Relocate Sprinkler Heads, Repair Lines, more often if necessary			AS-NEEDED	\$35.00		
d.	Manual Watering of Shrubs and Turf, more often if necessary	0.5	0.50	52	\$12.50	\$650.00	
e.	Inspect salt buildup and inject solutions for cleaning	0.5	0.50	52	\$12.50	\$650.00	
f.	Inspect excessively wet and dry areas	0.5	0.50	52	\$12.50	\$650.00	

SCHEDULE OF PRICES FOR
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR EAST COUNTY MEDIANS

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
** "PROPOSED HOURS PER FREQUENCY" SHALL NOT BE LESS THAN THE "MINIMUM HOURS PER FREQUENCY".						
g.	Flush and inspect Y-filter at each RCV	0.5	0.50	6	\$12.50	\$75.00
h.	Flush and inspect Y-filter at each backflow	1	1.00	1	\$25.00	\$25.00
i.	Reset rain sensor on controller			AS-NEEDED		
j.	Flush each irrigations system (6 and every time any work is done on the irrigation system)	1	1.00	6	\$30.00	\$180.00

TOTAL ANNUAL COST - BARRANCA AVENUE MEDIANS FROM HOLLYVALE STREET TO NEWBURGH STREET

\$10,240.00 ✓

**SCHEDULE OF PRICES FOR
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR EAST COUNTY MEDIANS**

FORM PW-2

COLIMA ROAD MEDIANS FROM FULLERTON ROAD TO NOGALES STREET

ITEM	ITEM DESCRIPTION	** "PROPOSED HOURS PER FREQUENCY" SHALL NOT BE LESS THAN THE "MINIMUM HOURS PER FREQUENCY".			ANNUAL FREQUENCY x COST PER FREQUENCY = ANNUAL COST		
		MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST	
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	1.5	1.50	52	\$25.00	\$1,300.00	
2.	ALL MANAGEMENT AND SUPERVISION	1.5	1.50	52	\$25.00	\$1,300.00	
3.	MOWING						
4.	MECHANICAL EDGING						
a.	Turf Areas						
b.	Groundcover						
5.	WEED REMOVAL						
a.	Walks, Beds, Planters, and Groundcover Hardscape	1	3.00	26	\$60.00	\$1,560.00	
b.	Bare Areas	1	1.00	12	\$20.00	\$240.00	
c.	Undeveloped Areas	1	1.00	12	\$20.00	\$240.00	
6.	LITTER CONTROL	1	1.00	52	\$20.00	\$1,040.00	
7.	RAKING						
a.	Turf Under Trees						

SCHEDULE OF PRICES FOR LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR EAST COUNTY MEDIANS

ITEM	ITEM DESCRIPTION	** "PROPOSED HOURS PER FREQUENCY" SHALL NOT BE LESS THAN THE "MINIMUM HOURS PER FREQUENCY".			ANNUAL FREQUENCY x COST PER FREQUENCY = ANNUAL COST		
		MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST	
b.	Planter Beds and Planters	1	1.00	26	\$20.00	\$520.00	
8.	CLEARANCE PRUNING/HEDGE TRIMMING						
a.	Tree Safety Clearance / Tree Pruning	1	1.00	6	\$20.00	\$120.00	
b.	Shrub Safety Clearance / Shrub Pruning	1	1.00	2	\$20.00	\$40.00	
c.	Hedge Shaping / Trimming	1	12.00	2	\$240.00	\$480.00	
d.	Dethatching / Turf Reseeding						
9.	SWEEPING - HARD SURFACES, WALKS, AND STEPS	1	1.00	12	\$20.00	\$240.00	
10.	AERATION						
11.	RODENT CONTROL			AS-NEEDED	\$65.00		
12.	TURF AND PLANT FERTILIZATION			AS-NEEDED	\$75.00		
13.	REPLENISH MULCH	1	10.00	2	\$200.00	\$400.00	
14.	CHEMICAL APPLICATION						
a.	Turf - detailing general turf areas with systematic herbicides						

SCHEDULE OF PRICES FOR LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR EAST COUNTY MEDIANS

FORM PW-2

ITEM	ITEM DESCRIPTION	** "PROPOSED HOURS PER FREQUENCY" SHALL NOT BE LESS THAN THE "MINIMUM HOURS PER FREQUENCY".				ANNUAL FREQUENCY x COST PER FREQUENCY = ANNUAL COST	
		MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST	
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides	1	3.00	6	\$60.00	\$360.00	
15.	IRRIGATION / WATERING - AUTOMATIC						
a.	Valve Box Integrity - replace covers, check for safety and security, more often if necessary	0.5	0.50	52	\$12.50	\$650.00	
b.	Inspect, Operate, Control, and Make Adjustments, more often if necessary	0.5	0.50	52	\$12.50	\$650.00	
c.	Repair, Replace, Relocate Sprinkler Heads, Repair Lines, more often if necessary			AS-NEEDED	\$50.00		
d.	Manual Watering of Shrubs and Turf, more often if necessary	0.5	0.50	52	\$12.50	\$650.00	

SCHEDULE OF PRICES FOR LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR EAST COUNTY MEDIANS

ITEM	ITEM DESCRIPTION	** "PROPOSED HOURS PER FREQUENCY" SHALL NOT BE LESS THAN THE "MINIMUM HOURS PER FREQUENCY".			ANNUAL FREQUENCY x COST PER FREQUENCY = ANNUAL COST		
		MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST	
e.	Inspect salt buildup and inject solutions for cleaning	0.5	0.50	52	\$12.50	\$650.00	
f.	Inspect excessively wet and dry areas	0.5	0.50	52	\$12.50	\$650.00	
g.	Flush and inspect Y-filter at each RCV	0.5	0.50	6	\$12.50	\$75.00	
h.	Flush and inspect Y-filter at each backflow	1	1.00	1	\$25.00	\$25.00	
i.	Reset rain sensor on controller			AS-NEEDED			
j.	Flush each irrigations system (6 and every time any work is done on the irrigation system)	1	1.00	6	\$25.00	\$150.00	

TOTAL ANNUAL COST – COLIMA ROAD MEDIANS FROM FULLERTON ROAD TO NOGALES STREET

\$11,340.00 ✓

SCHEDULE OF PRICES FOR
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR EAST COUNTY MEDIANS

FAIRWAY DRIVE MEDIANS FROM WALNUT DRIVE TO COLIMA ROAD

ITEM	ITEM DESCRIPTION	** "PROPOSED HOURS PER FREQUENCY" SHALL NOT BE LESS THAN THE "MINIMUM HOURS PER FREQUENCY".			ANNUAL FREQUENCY x COST PER FREQUENCY = ANNUAL COST		
		MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST	
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	1.5	1.50	52	\$25.00	\$1,300.00	
2.	ALL MANAGEMENT AND SUPERVISION	1.5	1.50	52	\$25.00	\$1,300.00	
3.	MOWING						
4.	MECHANICAL EDGING						
a.	Turf Areas						
b.	Groundcover						
5.	WEED REMOVAL						
a.	Walks, Beds, Planters, and Groundcover	1	3.00	26	\$60.00	\$1,560.00	
	Hardscape						
b.	Bare Areas	1	1.00	12	\$20.00	\$240.00	
c.	Undeveloped Areas	1	1.00	12	\$20.00	\$240.00	
6.	LITTER CONTROL	1	1.00	52	\$20.00	\$1,040.00	
7.	RAKING						
a.	Turf Under Trees						
b.	Planter Beds and Planters	1	1.00	26	\$20.00	\$520.00	

SCHEDULE OF PRICES FOR
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR EAST COUNTY MEDIANS

ITEM	ITEM DESCRIPTION	** "PROPOSED HOURS PER FREQUENCY" SHALL NOT BE LESS THAN THE "MINIMUM HOURS PER FREQUENCY".			ANNUAL FREQUENCY x COST PER FREQUENCY = ANNUAL COST		
		MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST	
8.	CLEARANCE PRUNING/HEDGE TRIMMING						
a.	Tree Safety Clearance / Tree Pruning	1	1.00	6	\$20.00	\$120.00	
b.	Shrub Safety Clearance / Shrub Pruning	1	1.00	2	\$20.00	\$40.00	
c.	Hedge Shaping / Trimming	1	6.00	2	\$120.00	\$240.00	
d.	Dethatching / Turf Reseeding						
9.	SWEEPING - HARD SURFACES, WALKS, AND STEPS	1	1.00	12	\$20.00	\$240.00	
10.	AERATION						
11.	RODENT CONTROL			AS-NEEDED	\$65.00		
12.	TURF AND PLANT FERTILIZATION			AS-NEEDED	\$125.00		
13.	REPLENISH MULCH	1	8.00	2	\$160.00	\$320.00	
14.	CHEMICAL APPLICATION						
a.	Turf - detailing general turf areas with systematic herbicides						

**SCHEDULE OF PRICES FOR
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR EAST COUNTY MEDIANS**

FORM PW-2

ITEM	ITEM DESCRIPTION	** "PROPOSED HOURS PER FREQUENCY" SHALL NOT BE LESS THAN THE "MINIMUM HOURS PER FREQUENCY".			ANNUAL FREQUENCY x COST PER FREQUENCY = ANNUAL COST		
		MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST	
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides	1	1.00	6	\$20.00	\$120.00	
15.	IRRIGATION / WATERING - AUTOMATIC						
a.	Valve Box integrity – replace covers, check for safety and security, more often if necessary	0.5	0.50	52	\$12.50	\$650.00	
b.	Inspect, Operate, Control, and Make Adjustments, more often if necessary	0.5	0.50	52	\$12.50	\$650.00	
c.	Repair, Replace, Relocate Sprinkler Heads, Repair Lines, more often if necessary						
d.	Manual Watering of Shrubs and Turf, more often if necessary	0.5	0.50	52	\$12.50	\$650.00	

**SCHEDULE OF PRICES FOR
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR EAST COUNTY MEDIANS**

FORM PW-2

ITEM	ITEM DESCRIPTION	** "PROPOSED HOURS PER FREQUENCY" SHALL NOT BE LESS THAN THE "MINIMUM HOURS PER FREQUENCY".		ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL FREQUENCY x COST PER FREQUENCY = ANNUAL COST
		MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY			
e.	Inspect salt buildup and inject solutions for cleaning	0.5	0.50	52	\$12.50	\$650.00
f.	Inspect excessively wet and dry areas	0.5	0.50	52	\$12.50	\$650.00
g.	Flush and inspect Y-filter at each RCV	0.5	0.50	6	\$12.50	\$75.00
h.	Flush and inspect Y-filter at each backflow	1	1.00	1	\$30.00	\$30.00
i.	Reset rain sensor on controller			AS-NEEDED	\$30.00	
j.	Flush each irrigations system (6 and every time any work is done on the irrigation system)	1	1.00	6	\$30.00	\$180.00

**TOTAL ANNUAL COST – FAIRWAY
DRIVE MEDIANS FROM WALNUT
DRIVE TO COLIMA ROAD**

\$10,815.00 ✓

SCHEDULE OF PRICES FOR
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR EAST COUNTY MEDIANS

FULLERTON ROAD MEDIANS FROM GALATINA STREET TO SENTENO STREET

ITEM	ITEM DESCRIPTION	** "PROPOSED HOURS PER FREQUENCY" SHALL NOT BE LESS THAN THE "MINIMUM HOURS PER FREQUENCY".			ANNUAL FREQUENCY x COST PER FREQUENCY = ANNUAL COST		
		MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST	
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	1.5	1.50	52	\$25.00	\$1,300.00	
2.	ALL MANAGEMENT AND SUPERVISION	1.5	1.50	52	\$25.00	\$1,300.00	
3.	MOWING						
4.	MECHANICAL EDGING						
a.	Turf Areas						
b.	Groundcover						
5.	WEED REMOVAL						
a.	Walks, Beds, Planters, and Groundcover	1	2.00	26	\$40.00	\$1,040.00	
b.	Hardscape						
	Bare Areas	1	1.00	12	\$20.00	\$240.00	
c.	Undeveloped Areas	1	1.00	12	\$20.00	\$240.00	
6.	LITTER CONTROL	1	1.00	52	\$20.00	\$1,040.00	
7.	RAKING						
a.	Turf Under Trees						
b.	Planter Beds and Planters	1	1.00	26	\$20.00	\$520.00	
8.	CLEARANCE PRUNING/HEDGE TRIMMING						

SCHEDULE OF PRICES FOR LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR EAST COUNTY MEDIANS

ITEM	ITEM DESCRIPTION	** "PROPOSED HOURS PER FREQUENCY" SHALL NOT BE LESS THAN THE "MINIMUM HOURS PER FREQUENCY".			ANNUAL FREQUENCY x COST PER FREQUENCY = ANNUAL COST		
		MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST	
a.	Tree Safety Clearance / Tree Pruning	1	1.00	6	\$20.00	\$120.00	
b.	Shrub Safety Clearance / Shrub Pruning	1	1.00	2	\$20.00	\$40.00	
c.	Hedge Shaping / Trimming	1	6.00	2	\$120.00	\$240.00	
d.	Dethatching / Turf Reseeding						
9.	SWEEPING - HARD SURFACES, WALKS, AND STEPS	1	1.00	12	\$20.00	\$240.00	
10.	AERATION						
11.	RODENT CONTROL			AS-NEEDED	\$65.00		
12.	TURF AND PLANT FERTILIZATION			AS-NEEDED	\$50.00		
13.	REPLENISH MULCH	1	8.00	2	\$160.00	\$320.00	
14.	CHEMICAL APPLICATION						
a.	Turf - detailing general turf areas with systematic herbicides						
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides	1	1.00	6	\$20.00	\$120.00	

**SCHEDULE OF PRICES FOR
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR EAST COUNTY MEDIANS**

FORM PW-2

ITEM	ITEM DESCRIPTION	** "PROPOSED HOURS PER FREQUENCY" SHALL NOT BE LESS THAN THE "MINIMUM HOURS PER FREQUENCY".			ANNUAL FREQUENCY x COST PER FREQUENCY = ANNUAL COST		
		MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST	
15.	IRRIGATION / WATERING - AUTOMATIC						
a.	Valve Box Integrity – replace covers, check for safety and security, more often if necessary	0.5	0.50	52	\$12.50	\$650.00	✓
b.	Inspect, Operate, Control, and Make Adjustments, more often if necessary	0.5	0.50	52	\$12.50	\$650.00	✓
c.	Repair, Replace, Relocate Sprinkler Heads, Repair Lines, more often if necessary			AS-NEEDED	\$50.00		
d.	Manual Watering of Shrubs and Turf, more often if necessary	0.5	0.50	52	\$12.50	\$650.00	✓
e.	Inspect salt buildup and inject solutions for cleaning	0.5	0.50	52	\$12.50	\$650.00	✓
f.	Inspect excessively wet and dry areas	0.5	0.50	52	\$12.50	\$650.00	✓
g.	Flush and inspect Y-filter at each RCV	0.5	0.50	6	\$12.50	\$75.00	✓

SCHEDULE OF PRICES FOR LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR EAST COUNTY MEDIANS

ITEM	ITEM DESCRIPTION	** "PROPOSED HOURS PER FREQUENCY" SHALL NOT BE LESS THAN THE "MINIMUM HOURS PER FREQUENCY".		ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL FREQUENCY x COST PER FREQUENCY = ANNUAL COST
		MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY			
<i>h.</i>	Flush and inspect Y-filter at each backflow	1	1.00	1	\$30.00	\$30.00
<i>i.</i>	Reset rain sensor on controller			AS-NEEDED	\$75.00	
<i>j.</i>	Flush each irrigations system (6 and every time any work is done on the irrigation system)	1	1.00	6	\$30.00	\$180.00

TOTAL ANNUAL COST –
 FULLERTON ROAD MEDIANS
 FROM GALATINA STREET TO
 SENTENO STREET

\$10,295.00 ✓

SCHEDULE OF PRICES FOR
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR EAST COUNTY MEDIANS

GRAND AVENUE MEDIANS FROM HOLT AVENUE TO WALNUT CITY LINE

ITEM	ITEM DESCRIPTION	** "PROPOSED HOURS PER FREQUENCY" SHALL NOT BE LESS THAN THE "MINIMUM HOURS PER FREQUENCY".			ANNUAL FREQUENCY x COST PER FREQUENCY = ANNUAL COST		
		MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST	
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	1.5	1.50	52	\$35.00	\$1,820.00	
2.	ALL MANAGEMENT AND SUPERVISION	1.5	1.50	52	\$35.00	\$1,820.00	
3.	MOWING						
4.	MECHANICAL EDGING						
a.	Turf Areas						
b.	Groundcover						
5.	WEED REMOVAL						
a.	Walks, Beds, Planters, and Groundcover Hardscape	1	4.00	26	\$80.00	\$2,080.00	
b.	Bare Areas	1	1.00	12	\$20.00	\$240.00	
c.	Undeveloped Areas	1	1.00	12	\$20.00	\$240.00	
6.	LITTER CONTROL	1	1.00	52	\$20.00	\$1,040.00	
7.	RAKING						
a.	Turf Under Trees						
b.	Planter Beds and Planters	1	1.00	26	\$20.00	\$520.00	
8.	CLEARANCE PRUNING/HEDGE TRIMMING						

SCHEDULE OF PRICES FOR LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR EAST COUNTY MEDIANS

ITEM	ITEM DESCRIPTION	** "PROPOSED HOURS PER FREQUENCY" SHALL NOT BE LESS THAN THE "MINIMUM HOURS PER FREQUENCY".			ANNUAL FREQUENCY x COST PER FREQUENCY = ANNUAL COST		
		MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST	
a.	Tree Safety Clearance / Tree Pruning	1	1.00	6	\$20.00	\$120.00	
b.	Shrub Safety Clearance / Shrub Pruning	1	12.00	2	\$240.00	\$480.00	
c.	Hedge Shaping / Trimming	1	40.00	2	\$800.00	\$1,600.00	
d.	Dethatching / Turf Reseeding						
9.	SWEEPING - HARD SURFACES, WALKS, AND STEPS	1	1.00	12	\$20.00	\$240.00	
10.	AERATION						
11.	RODENT CONTROL			AS-NEEDED	\$65.00		
12.	TURF AND PLANT FERTILIZATION			AS-NEEDED	\$150.00		
13.	REPLENISH MULCH	1	10.00	2	\$400.00	\$800.00	
14.	CHEMICAL APPLICATION						
a.	Turf - detailing general turf areas with systematic herbicides						
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides	1	1.00	6	\$20.00	\$120.00	

SCHEDULE OF PRICES FOR
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR EAST COUNTY MEDIANS

ITEM	ITEM DESCRIPTION	** "PROPOSED HOURS PER FREQUENCY" SHALL NOT BE LESS THAN THE "MINIMUM HOURS PER FREQUENCY".		ANNUAL FREQUENCY	ANNUAL FREQUENCY x COST PER FREQUENCY = ANNUAL COST
		MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY		
15.	IRRIGATION / WATERING - AUTOMATIC				
a.	Valve Box Integrity – replace covers, check for safety and security, more often if necessary	0.5	0.50	52	\$12.50 \$650.00
b.	Inspect, Operate, Control, and Make Adjustments, more often if necessary	0.5	0.50	52	\$12.50 \$650.00
c.	Repair, Replace, Relocate Sprinkler Heads, Repair Lines, more often if necessary			AS-NEEDED	\$35.00
d.	Manual Watering of Shrubs and Turf, more often if necessary	0.5	0.50	52	\$12.50 \$650.00
e.	Inspect salt buildup and inject solutions for cleaning	0.5	0.50	52	\$12.50 \$650.00
f.	Inspect excessively wet and dry areas	0.5	0.50	52	\$12.50 \$650.00
g.	Flush and inspect Y-filter at each RCV	0.5	0.50	6	\$12.50 \$75.00

SCHEDULE OF PRICES FOR LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR EAST COUNTY MEDIANS

ITEM	ITEM DESCRIPTION	** "PROPOSED HOURS PER FREQUENCY" SHALL NOT BE LESS THAN THE "MINIMUM HOURS PER FREQUENCY".		ANNUAL FREQUENCY	ANNUAL FREQUENCY x COST PER FREQUENCY = ANNUAL COST
		MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY		
<i>h.</i>	Flush and inspect Y-filter at each backflow	1	1.00	1	\$30.00
<i>i.</i>	Reset rain sensor on controller			AS-NEEDED	\$75.00
<i>j.</i>	Flush each irrigations system (6 and every time any work is done on the irrigation system)	1	1.00	6	\$30.00

TOTAL ANNUAL COST – GRAND AVENUE MEDIANS FROM HOLT AVENUE TO WALNUT CITY LINE

\$14,655.00 ✓

SCHEDULE OF PRICES FOR
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR EAST COUNTY MEDIANS

HACIENDA BOULEVARD MEDIANS FROM SHADYBEND DRIVE TO NEWTON STREET & RICHVIEW DRIVE TO GLENMARK DRIVE

ITEM	ITEM DESCRIPTION	** "PROPOSED HOURS PER FREQUENCY" SHALL NOT BE LESS THAN THE "MINIMUM HOURS PER FREQUENCY".			ANNUAL FREQUENCY x COST PER FREQUENCY = ANNUAL COST		
		MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST	
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	1.5	1.50	52	\$30.00	\$1,560.00	
2.	ALL MANAGEMENT AND SUPERVISION	1.5	1.50	52	\$30.00	\$1,560.00	
3.	MOWING						
4.	MECHANICAL EDGING						
a.	Turf Areas						
b.	Groundcover						
5.	WEED REMOVAL						
a.	Walks, Beds, Planters, and Groundcover Hardscape	1	8.00 ^{LESS}	26	\$160.00	\$4,160.00	
b.	Bare Areas	1	1.00	12	\$20.00	\$240.00	
c.	Undeveloped Areas	1	1.00	12	\$20.00	\$240.00	
6.	LITTER CONTROL	1	2.00	52	\$40.00	\$2,080.00	
7.	RAKING						

SCHEDULE OF PRICES FOR LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR EAST COUNTY MEDIANS

		** "PROPOSED HOURS PER FREQUENCY" SHALL NOT BE LESS THAN THE "MINIMUM HOURS PER FREQUENCY".			ANNUAL FREQUENCY x COST PER FREQUENCY = ANNUAL COST		
ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST	
a.	Turf Under Trees						
b.	Planter Beds and Planters	1	1.00	26	\$20.00	\$520.00	
8.	CLEARANCE PRUNING/HEDGE TRIMMING						
a.	Tree Safety Clearance / Tree Pruning	1	1.00	6	\$20.00	\$120.00	
b.	Shrub Safety Clearance / Shrub Pruning	1	1.00	2	\$20.00	\$40.00	
c.	Hedge Shaping / Trimming	1	19.00 <small>LESS</small>	2	\$380.00	\$760.00	
d.	Dethatching / Turf Reseeding						
9.	SWEEPING - HARD SURFACES, WALKS, AND STEPS	1	1.00 <small>LESS</small>	12	\$20.00	\$240.00	
10.	AERATION						
11.	RODENT CONTROL			AS-NEEDED	\$65.00		
12.	TURF AND PLANT FERTILIZATION			AS-NEEDED	\$250.00		
13.	REPLENISH MULCH	1	24.00	2	\$480.00	\$960.00	
14.	CHEMICAL APPLICATION						
a.	Turf - detailing general turf areas with systematic herbicides						

SCHEDULE OF PRICES FOR LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR EAST COUNTY MEDIANS

ITEM	ITEM DESCRIPTION	** "PROPOSED HOURS PER FREQUENCY" SHALL NOT BE LESS THAN THE "MINIMUM HOURS PER FREQUENCY".			ANNUAL FREQUENCY x COST PER FREQUENCY = ANNUAL COST		
		MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST	
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides	1	3.00	6	\$60.00	\$360.00	
15.	IRRIGATION / WATERING - AUTOMATIC						
a.	Valve Box Integrity – replace covers, check for safety and security, more often if necessary	0.5	0.50	52	\$12.50	\$650.00	
b.	Inspect, Operate, Control, and Make Adjustments, more often if necessary	0.5	0.50	52	\$12.50	\$650.00	
c.	Repair, Replace, Relocate Sprinkler Heads, Repair Lines, more often if necessary			AS-NEEDED	\$75.00		
d.	Manual Watering of Shrubs and Turf, more often if necessary	0.5	0.50	52	\$12.50	\$650.00	
e.	Inspect salt buildup and inject solutions for cleaning	0.5	0.50	52	\$12.50	\$650.00	

**SCHEDULE OF PRICES FOR
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR EAST COUNTY MEDIANS**

FORM PW-2

ITEM	ITEM DESCRIPTION	** "PROPOSED HOURS PER FREQUENCY" SHALL NOT BE LESS THAN THE "MINIMUM HOURS PER FREQUENCY".			ANNUAL FREQUENCY x COST PER FREQUENCY = ANNUAL COST		
		MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST	
<i>f.</i>	Inspect excessively wet and dry areas	0.5	0.50	52	\$12.50	\$650.00	
<i>g.</i>	Flush and inspect Y-filter at each RCV	0.5	0.50	6	\$12.50	\$75.00	
<i>h.</i>	Flush and inspect Y-filter at each backflow	1	1.00	1	\$30.00	\$30.00	
<i>i.</i>	Reset rain sensor on controller			AS-NEEDED	\$75.00		
<i>j.</i>	Flush each Irrigations system (6 and every time any work is done on the Irrigation system)	1	4.00	6	\$80.00	\$480.00	

**TOTAL ANNUAL COST -
HACIENDA BOULVARD MEDIANS
FROM SHADYBEND DRIVE TO
NEWTON STREET & RICHVIEW
DRIVE TO GLENMARK DRIVE**

LESS
\$16,675.00 ✓

SCHEDULE OF PRICES FOR
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR EAST COUNTY MEDIANS

HARBOR BOULEVARD MEDIANS FROM PATHFINDER ROAD TO ORANGE COUNTY LINE

ITEM	ITEM DESCRIPTION	** "PROPOSED HOURS PER FREQUENCY" SHALL NOT BE LESS THAN THE "MINIMUM HOURS PER FREQUENCY".			ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
		MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	ANNUAL FREQUENCY x COST PER FREQUENCY = ANNUAL COST			
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	1.5	1.50	52	\$35.00	\$1,820.00	
2.	ALL MANAGEMENT AND SUPERVISION	1.5	1.50	52	\$35.00	\$1,820.00	
3.	MOWING						
4.	MECHANICAL EDGING						
a.	Turf Areas						
b.	Groundcover						
5.	WEED REMOVAL						
a.	Walks, Beds, Planters, and Groundcover Hardscape	1	3.50 <i>less</i>	26	\$70.00	\$1,820.00	
b.	Bare Areas	1	2.00	12	\$40.00	\$480.00	
c.	Undeveloped Areas	1	2.00	12	\$40.00	\$480.00	
6.	LITTER CONTROL	1	1.00 <i>less</i>	52	\$20.00	\$1,040.00	
7.	RAKING						

SCHEDULE OF PRICES FOR
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR EAST COUNTY MEDIANS

ITEM	ITEM DESCRIPTION	** "PROPOSED HOURS PER FREQUENCY" SHALL NOT BE LESS THAN THE "MINIMUM HOURS PER FREQUENCY".			ANNUAL FREQUENCY x COST PER FREQUENCY = ANNUAL COST		
		MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST	
a.	Turf Under Trees						
b.	Planter Beds and Planters	1	1.00	26	\$20.00	\$520.00	
8.	CLEARANCE PRUNING/HEDGE TRIMMING						
a.	Tree Safety Clearance / Tree Pruning	1	1.00	6	\$20.00	\$120.00	
b.	Shrub Safety Clearance / Shrub Pruning	1	1.00	2	\$20.00	\$40.00	
c.	Hedge Shaping / Trimming	1	10.00	2	\$200.00	\$400.00	
d.	Dethatching / Turf Reseeding						
9.	SWEEPING - HARD SURFACES, WALKS, AND STEPS	1	2.00	12	\$40.00	\$480.00	
10.	AERATION						
11.	RODENT CONTROL			AS-NEEDED	\$65.00		
12.	TURF AND PLANT FERTILIZATION			AS-NEEDED	\$50.00		
13.	REPLENISH MULCH	1	12.00	2	\$240.00	\$480.00	
14.	CHEMICAL APPLICATION						
a.	Turf - detailing general turf areas with systematic herbicides						

SCHEDULE OF PRICES FOR LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR EAST COUNTY MEDIANS

		** "PROPOSED HOURS PER FREQUENCY" SHALL NOT BE LESS THAN THE "MINIMUM HOURS PER FREQUENCY".			ANNUAL FREQUENCY x COST PER FREQUENCY = ANNUAL COST		
ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST	
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides	1	1.00	6	\$20.00	\$120.00	
15.	IRRIGATION / WATERING - AUTOMATIC						
a.	Valve Box Integrity – replace covers, check for safety and security, more often if necessary	0.5	0.50	52	\$12.50	\$650.00	
b.	Inspect, Operate, Control, and Make Adjustments, more often if necessary	0.5	0.50	52	\$12.50	\$650.00	
c.	Repair, Replace, Relocate Sprinkler Heads, Repair Lines, more often if necessary			AS-NEEDED	\$75.00		
d.	Manual Watering of Shrubs and Turf, more often if necessary	0.5	0.50	52	\$12.50	\$650.00	
e.	Inspect salt buildup and inject solutions for cleaning	0.5	0.50	52	\$12.50	\$650.00	

SCHEDULE OF PRICES FOR LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR EAST COUNTY MEDIANS

ITEM	ITEM DESCRIPTION	** "PROPOSED HOURS PER FREQUENCY" SHALL NOT BE LESS THAN THE "MINIMUM HOURS PER FREQUENCY".		ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
		MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY			
f.	Inspect excessively wet and dry areas	0.5	0.50	52	\$12.50	\$650.00
g.	Flush and inspect Y-filter at each RCV	0.5	0.50	6	\$12.50	\$75.00
h.	Flush and inspect Y-filter at each backflow	1	1.00	1	\$30.00	\$30.00
i.	Reset rain sensor on controller			AS-NEEDED	\$75.00	
j.	Flush each irrigations system (6 and every time any work is done on the irrigation system)	1	1.00	6	\$30.00	\$180.00

TOTAL ANNUAL COST – HARBOR BOULEVARD MEDIANS FROM PATHFINDER ROAD TO ORANGE COUNTY LINE

\$13,155.00 ✓

SCHEDULE OF PRICES FOR
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR EAST COUNTY MEDIANS

NOGALES STREET MEDIANS FROM S/O COLIMA ROAD TO PATHFINDER ROAD

ITEM	ITEM DESCRIPTION	** "PROPOSED HOURS PER FREQUENCY" SHALL NOT BE LESS THAN THE "MINIMUM HOURS PER FREQUENCY".			ANNUAL FREQUENCY x COST PER FREQUENCY = ANNUAL COST		
		MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST	
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	1.5	1.50	52	\$25.00	\$1,300.00	
2.	ALL MANAGEMENT AND SUPERVISION	1.5	1.50	52	\$25.00	\$1,300.00	
3.	MOWING						
4.	MECHANICAL EDGING						
a.	Turf Areas						
b.	Groundcover						
5.	WEED REMOVAL						
a.	Walks, Beds, Planters, and Groundcover Hardscape	1	2.00	26	\$40.00	\$1,040.00	
b.	Bare Areas	1	1.00	12	\$20.00	\$240.00	
c.	Undeveloped Areas	1	1.00	12	\$20.00	\$240.00	
6.	LITTER CONTROL	1	1.00	52	\$20.00	\$1,040.00	
7.	RAKING						
a.	Turf Under Trees						
b.	Planter Beds and Planters	1	1.00	26	\$20.00	\$520.00	
8.	CLEARANCE PRUNING/HEDGE TRIMMING						

SCHEDULE OF PRICES FOR LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR EAST COUNTY MEDIANS

ITEM	ITEM DESCRIPTION	** "PROPOSED HOURS PER FREQUENCY" SHALL NOT BE LESS THAN THE "MINIMUM HOURS PER FREQUENCY".			ANNUAL FREQUENCY x COST PER FREQUENCY = ANNUAL COST		
		MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST	
a.	Tree Safety Clearance / Tree Pruning	1	1.00	6	\$20.00	\$120.00	
b.	Shrub Safety Clearance / Shrub Pruning	1	1.00	2	\$20.00	\$40.00	
c.	Hedge Shaping / Trimming	1	8.00	2	\$160.00	\$320.00	
d.	Dethatching / Turf Reseeding						
9.	SWEEPING - HARD SURFACES, WALKS, AND STEPS	1	1.00	12	\$20.00	\$240.00	
10.	AERATION						
11.	RODENT CONTROL			AS-NEEDED	\$65.00		
12.	TURF AND PLANT FERTILIZATION			AS-NEEDED	\$125.00		
13.	REPLENISH MULCH	1	8.00	2	\$200.00	\$400.00	
14.	CHEMICAL APPLICATION						
a.	Turf - detailing general turf areas with systematic herbicides						
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides	1	1.00	6	\$20.00	\$120.00	

**SCHEDULE OF PRICES FOR
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR EAST COUNTY MEDIANS**

FORM PW-2

ITEM	ITEM DESCRIPTION	** "PROPOSED HOURS PER FREQUENCY" SHALL NOT BE LESS THAN THE "MINIMUM HOURS PER FREQUENCY".		ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
		MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY			
15.	IRRIGATION / WATERING - AUTOMATIC					
a.	Valve Box Integrity – replace covers, check for safety and security, more often if necessary	0.5	0.50	52	\$12.50	\$650.00
b.	Inspect, Operate, Control, and Make Adjustments, more often if necessary	0.5	0.50	52	\$15.00	\$780.00
c.	Repair, Replace, Relocate Sprinkler Heads, Repair Lines, more often if necessary			AS-NEEDED	\$75.00	
d.	Manual Watering of Shrubs and Turf, more often if necessary	0.5	0.50	52	\$12.50	\$650.00
e.	Inspect salt buildup and inject solutions for cleaning	0.5	0.50	52	\$12.50	\$650.00
f.	Inspect excessively wet and dry areas	0.5	0.50	52	\$12.50	\$650.00
g.	Flush and inspect Y-filter at each RCV	0.5	0.50	6	\$12.50	\$75.00
h.	Flush and inspect Y-filter at each backflow	1	1.00	1	\$3.00	\$3.00

SCHEDULE OF PRICES FOR LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR EAST COUNTY MEDIANS

ITEM	ITEM DESCRIPTION	** "PROPOSED HOURS PER FREQUENCY" SHALL NOT BE LESS THAN THE "MINIMUM HOURS PER FREQUENCY".		ANNUAL FREQUENCY x COST PER FREQUENCY = ANNUAL COST		
		MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
i.	Reset rain sensor on controller			AS-NEEDED	\$100.00	
j.	Flush each irrigations system (6 and every time any work is done on the irrigation system)	1	1.00	6	\$30.00	\$180.00

**TOTAL ANNUAL COST -
 NOGALES STREET MEDIANS
 FROM S/O COLIMA ROAD TO
 PATHFINDER ROAD**

\$10,558.00 ✓

**SCHEDULE OF PRICES FOR
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR EAST COUNTY MEDIANS**

FORM PW-2

POMONA FREEWAY INTERCHANGE AT AZUSA AVENUE, FULLERTON ROAD, & NOGALES STREET

ITEM	ITEM DESCRIPTION	** "PROPOSED HOURS PER FREQUENCY" SHALL NOT BE LESS THAN THE "MINIMUM HOURS PER FREQUENCY".		ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
		MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY			
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	1.5	1.50	52	\$30.00	\$1,560.00
2.	ALL MANAGEMENT AND SUPERVISION	1.5	1.50	52	\$30.00	\$1,560.00
3.	MOWING					
4.	MECHANICAL EDGING					
a.	Turf Areas					
b.	Groundcover					
5.	WEED REMOVAL					
a.	Walks, Beds, Planters, and Groundcover Hardscape	1	8.50 ^{Less}	26	\$170.00	\$4,420.00
b.	Bare Areas	1	1.00	12	\$20.00	\$240.00
c.	Undeveloped Areas	1	1.00	12	\$20.00	\$240.00
6.	LITTER CONTROL	1	2.00	52	\$40.00	\$2,080.00
7.	RAKING					
a.	Turf Under Trees					
b.	Planter Beds and Planters	1	4.00	26	\$80.00	\$2,080.00
8.	CLEARANCE PRUNING/HEDGE TRIMMING					

SCHEDULE OF PRICES FOR
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR EAST COUNTY MEDIANS

ITEM	ITEM DESCRIPTION	** "PROPOSED HOURS PER FREQUENCY" SHALL NOT BE LESS THAN THE "MINIMUM HOURS PER FREQUENCY".			ANNUAL FREQUENCY x COST PER FREQUENCY = ANNUAL COST		
		MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST	
a.	Tree Safety Clearance / Tree Pruning	1	1.00	6	\$20.00	\$120.00	
b.	Shrub Safety Clearance / Shrub Pruning	1	4.00	2	\$80.00	\$160.00	
c.	Hedge Shaping / Trimming	1	10.00	2	\$200.00	\$400.00	
d.	Dethatching / Turf Reseeding						
9.	SWEEPING - HARD SURFACES, WALKS, AND STEPS	1	2.00	12	\$40.00	\$480.00	
10.	AERATION						
11.	RODENT CONTROL			AS-NEEDED	\$65.00		
12.	TURF AND PLANT FERTILIZATION			AS-NEEDED	\$75.00		
13.	REPLENISH MULCH	1	20.00	2	\$400.00	\$800.00	
14.	CHEMICAL APPLICATION						
a.	Turf - detailing general turf areas with systematic herbicides						
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides	1	5.00	6	\$100.00	\$600.00	
15.	IRRIGATION / WATERING - AUTOMATIC						

SCHEDULE OF PRICES FOR LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR EAST COUNTY MEDIANS

ITEM	ITEM DESCRIPTION	** "PROPOSED HOURS PER FREQUENCY" SHALL NOT BE LESS THAN THE "MINIMUM HOURS PER FREQUENCY".			ANNUAL FREQUENCY x COST PER FREQUENCY = ANNUAL COST		
		MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST	
a.	Valve Box Integrity – replace covers, check for safety and security, more often if necessary	0.5	0.50	52	\$12.50	\$650.00	
b.	Inspect, Operate, Control, and Make Adjustments, more often if necessary	0.5	0.50	52	\$12.50	\$650.00	
c.	Repair, Replace, Relocate Sprinkler Heads, Repair Lines, more often if necessary			AS-NEEDED	\$75.00		
d.	Manual Watering of Shrubs and Turf, more often if necessary	0.5	0.50	52	\$12.50	\$650.00	
e.	Inspect salt buildup and inject solutions for cleaning	0.5	0.50	52	\$12.50	\$650.00	
f.	Inspect excessively wet and dry areas	0.5	0.50	52	\$12.50	\$650.00	
g.	Flush and inspect Y-filter at each RCV	0.5	0.50	6	\$12.50	\$75.00	
h.	Flush and inspect Y-filter at each backflow	1	1.00	1	\$100.00	\$100.00	
i.	Reset rain sensor on controller			AS-NEEDED	\$75.00		
j.	Flush each irrigations system (6 and every time any work is done on the irrigation system)	1	1.00	6	\$30.00	\$180.00	

SCHEDULE OF PRICES FOR
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR EAST COUNTY MEDIANS

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL FREQUENCY x COST PER FREQUENCY = ANNUAL COST
** "PROPOSED HOURS PER FREQUENCY" SHALL NOT BE LESS THAN THE "MINIMUM HOURS PER FREQUENCY".						

TOTAL ANNUAL COST - POMONA
FREEWAY INTERCHANGE AT
AZUSA AVENUE, FULLERTON
ROAD, & NOGALES STREET

✓
\$18,345.00

SCHEDULE OF PRICES FOR
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR EAST COUNTY MEDIANS

STIMSON AVENUE PARKWAY FROM SHADYBEND DRIVE TO HALLIBURTON ROAD

ITEM	ITEM DESCRIPTION	** "PROPOSED HOURS PER FREQUENCY" SHALL NOT BE LESS THAN THE "MINIMUM HOURS PER FREQUENCY".			ANNUAL FREQUENCY x COST PER FREQUENCY = ANNUAL COST		
		MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST	
1.	ALL SITE INSPECTION AND REPORTING PER REQUIREMENTS	1.5	1.50	52	\$20.00	\$1,040.00	
2.	ALL MANAGEMENT AND SUPERVISION	1.5	1.50	52	\$20.00	\$1,040.00	
3.	MOWING						
4.	MECHANICAL EDGING						
a.	Turf Areas						
b.	Groundcover						
5.	WEED REMOVAL						
a.	Walks, Beds, Planters, and Groundcover Hardscape	1	3.00	26	\$60.00	\$1,560.00	
b.	Bare Areas	1	3.00	12	\$60.00	\$720.00	
c.	Undeveloped Areas	1	1.00	12	\$20.00	\$240.00	
6.	LITTER CONTROL	1	1.50	52	\$30.00	\$1,560.00	
7.	RAKING						
a.	Turf Under Trees						
b.	Planter Beds and Planters	1	1.00	26	\$20.00	\$520.00	

SCHEDULE OF PRICES FOR LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR EAST COUNTY MEDIANS

ITEM	ITEM DESCRIPTION	** "PROPOSED HOURS PER FREQUENCY" SHALL NOT BE LESS THAN THE "MINIMUM HOURS PER FREQUENCY".			ANNUAL FREQUENCY x COST PER FREQUENCY = ANNUAL COST		
		MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST	
8.	CLEARANCE PRUNING/HEDGE TRIMMING						
a.	Tree Safety Clearance / Tree Pruning	1	1.00	6	\$20.00	\$120.00	
b.	Shrub Safety Clearance / Shrub Pruning	1	1.00	2	\$20.00	\$40.00	
c.	Hedge Shaping / Trimming	1	2.00	2	\$40.00	\$80.00	
d.	Dethatching / Turf Reseeding						
9.	SWEEPING - HARD SURFACES, WALKS, AND STEPS	1	1.00	12	\$20.00	\$240.00	
10.	AERATION						
11.	RODENT CONTROL			AS-NEEDED	\$65.00		
12.	TURF AND PLANT FERTILIZATION			AS-NEEDED	\$100.00		
13.	REPLENISH MULCH	1	12.00	2	\$240.00	\$480.00	
14.	CHEMICAL APPLICATION						
a.	Turf - detailing general turf areas with systematic herbicides						

SCHEDULE OF PRICES FOR LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR EAST COUNTY MEDIANS

		** "PROPOSED HOURS PER FREQUENCY" SHALL NOT BE LESS THAN THE "MINIMUM HOURS PER FREQUENCY".		ANNUAL FREQUENCY x COST PER FREQUENCY = ANNUAL COST		
ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST
b.	Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds - with systematic herbicides	1	1.00	6	\$20.00	\$120.00
15.	IRRIGATION / WATERING - AUTOMATIC					
a.	Valve Box Integrity – replace covers, check for safety and security, more often if necessary	0.5	0.50	52	\$12.50	\$650.00
b.	Inspect, Operate, Control, and Make Adjustments, more often if necessary	0.5	0.50	52	\$12.50	\$650.00
c.	Repair, Replace, Relocate Sprinkler Heads, Repair Lines, more often if necessary			AS-NEEDED	\$75.00	
d.	Manual Watering of Shrubs and Turf, more often if necessary	0.5	0.50	52	\$12.50	\$650.00
e.	Inspect salt buildup and inject solutions for cleaning	0.5	0.50	52	\$12.50	\$650.00
f.	Inspect excessively wet and dry areas	0.5	0.50	52	\$12.50	\$650.00

SCHEDULE OF PRICES FOR
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR EAST COUNTY MEDIANS

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	ANNUAL FREQUENCY	COST PER FREQUENCY	ANNUAL COST	
		** "PROPOSED HOURS PER FREQUENCY" SHALL NOT BE LESS THAN THE "MINIMUM HOURS PER FREQUENCY".					ANNUAL FREQUENCY x COST PER FREQUENCY = ANNUAL COST
g.	Flush and inspect Y-filter at each RCV	0.5	0.50	6	\$12.50	\$75.00	
h.	Flush and inspect Y-filter at each backflow	1	1.00	1	\$30.00	\$30.00	
i.	Reset rain sensor on controller			AS-NEEDED	\$75.00		
j.	Flush each irrigations system (6 and every time any work is done on the irrigation system)	1	1.00	6	\$30.00	\$180.00	

TOTAL ANNUAL COST -- STIMSON AVENUE PARKWAY FROM SHADYBEND DRIVE TO HALLIBURTON ROAD

\$11,295.00 ✓

SCHEDULE OF PRICES FOR **FORM PW-2**
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR EAST COUNTY MEDIANS

TOTAL COST SUMMARY

SHEET	FACILITY	TOTAL ANNUAL COST
1	AMAR ROAD MEDIANS FROM AILERON AVENUE TO BRENTWOOD DRIVE	\$21,295.00
2	ARROW HWY MEDIANS FROM ENID AVENUE TO E/O HOMEREST AVENUE AND VINCENT AVENUE MEDIANS FROM N/O BELLBROOK STREET TO BENBOW STREET	\$9,260.00
3	BARRANCA AVENUE MEDIANS FROM HOLLYVALE STREET TO NEWBURGH STREET	\$10,240.00
4	COLIMA ROAD MEDIANS FROM FULLERTON ROAD TO NOGALES STREET	\$11,340.00
5	FAIRWAY DRIVE MEDIANS FROM WALNUT DRIVE TO COLIMA ROAD	\$10,815.00
6	FULLERTON ROAD MEDIANS FROM GALATINA STREET TO SENTENO STREET	\$10,295.00
7	GRAND AVENUE MEDIANS FROM HOLT AVENUE TO WALNUT CITY LINE	\$14,655.00
8	HACIENDA BOULEVARD MEDIANS FROM SHADYBEND DRIVE TO NEWTON STREET & RICHVIEW DRIVE TO GLENMARK DRIVE	\$16,675.00
9	HARBOR BOULEVARD MEDIANS FROM PATHFINDER ROAD TO ORANGE COUNTY LINE	\$13,155.00
10	NOGALES STREET MEDIANS FROM S/O COLIMA ROAD TO PATHFINDER ROAD	\$10,558.00
11	POMONA FREEWAY INTERCHANGE AT AZUSA AVENUE, FULLERTON ROAD, & NOGALES STREET	\$18,345.00
12	STIMSON AVENUE PARKWAY FROM SHADYBEND DRIVE TO HALLIBURTON ROAD	\$11,295.00
GRAND TOTAL - ANNUAL COST		\$157,928.00

Legal Name of Proposer <i>Azteca Landscape</i>	
Signature of Person Authorized to Submit Proposal <i>Brian James</i>	
Title of Authorized Person <i>President</i>	
Date <i>10/10/12</i>	
State Contractor's License Number <i>C-27 417003</i>	License Type <i>C-27</i>
Proposer's Address: <i>1027 E Acacia st Ontario, CA 91761</i>	
Phone <i>909-673-0889</i>	Mobile <i>951-903-3992</i>
Facsimile <i>909-673-9192</i>	
E-Mail <i>Brian@Aztecalandscape.com</i>	

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

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

Company Name: Azteca Landscape		
Company Address: 1027 E Acacia St		
City: Ontario	State: CA	Zip Code: 91761
Telephone Number: 909-673-0889		
(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 (you must attach documentation to support your claim). If the Jury Service Program applies to your business, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, sign and date this form.

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

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

- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the 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 more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.


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

- My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

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: Aurora Farias	Title: President
Signature: 	Date: 8/6/2012

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: Azteca Landscape
 SERVICE BY PROPOSER East County Medians- Landscape and Median Maintenance Service
 PROPOSAL DATE: 8/6/2012

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

5 CALENDAR YEARS PRIOR TO CURRENT YEAR

	2007	2008	2009	2010	2011	Total	Current Year to Date
1. Number of contracts.	36	39	36	41	42	194	41
2. Total dollar amount of Contracts (in thousands of dollars).	8.6 Mil	8.8 Mil	8.1 Mil	8.6 Mil	8.3 Mil	42.4 Mil	3.9 Mil
3. Number of fatalities.	0	0	0	0	0	0	0
4. Number of lost workday cases.	8	6	5	6	6	31	2
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.	0	0	2	0	0	2	0
6. Number of lost workdays.	494	288	633	114	193	1,722	17

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

Aurora Farias



Signature

8/6/2012

Date

Name of Proposer or Authorized Agent (print)

CONFLICT OF INTEREST CERTIFICATION

I, Aurora Farias

- sole owner
- general partner
- managing member
- President, Secretary, or other proper title) President

of Azteca Landscape
Name of proposer

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

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

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

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

I certify under penalty of perjury under the laws of California that the foregoing is true and correct.

Signed Aurora Farias

Date 8/6/2012

PROPOSER'S REFERENCE LIST

PROPOSER NAME: Azteca Landscape

PROPOSED CONTRACT FOR: East County Medians - Landscape and Median Maintenance Services

Provide a comprehensive reference list of all contracts for goods and/or services provided by the Proposer during the previous three years. Please verify all contact names, telephone and fax numbers, and e-mail addresses before listing. Incorrect names, telephone and/or fax numbers, or e-mail addresses will be disregarded. Use additional pages if required.

A. COUNTY OF LOS ANGELES AGENCIES

All contracts with the County during the previous three years must be listed.

SERVICE: Whittier Narrows Park Mowing	SERVICE DATES: 12/4/06 - Current
DEPT/DISTRICT: Parks and Recreation	
CONTACT: Martha Moreno	
TELEPHONE: 626-575-5526	
FAX: 626-448-7308	
E-MAIL: mmoreno@parks.lacounty.gov	

SERVICE: Schabarum Park Mowing	SERVICE DATES: 5/14/2007 - Current
DEPT/DISTRICT: Parks and Recreation	
CONTACT: Leon Keel	
TELEPHONE: (626) 821- 4661	
FAX: (626) 447- 8573	
E-MAIL: lkeel@parks.lacounty.gov	

SERVICE: East County Medians	SERVICE DATES: 8/20/02 - Current
DEPT/DISTRICT: Public Works	
CONTACT: Pedro Pan	
TELEPHONE: (626) 337-1277	
FAX: (626) 962-3982	
E-MAIL: ppan@dpw.lacounty.gov	

SERVICE: Rio Hondo & San Gabriel Basins	SERVICE DATES: 12/1/2011 - Current
DEPT/DISTRICT: Public Works	
CONTACT: Del Ortega	
TELEPHONE: 562-861-0316	
FAX: 562-861-3957	
E-MAIL: dortega@dpw.lacount.gov	

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: Parks and Streets Landscape Maintenance	SERVICE DATES: 1/6/09 - Current
AGENCY/FIRM: City of Long Beach Dept. of Parks, Rec., and Marine	
ADDRESS: 7600 East Spring St. Long Beach, CA 90815	
CONTACT: Theresa Mayceka	
TELEPHONE: 562-570-4879	
FAX:	
E-MAIL: Theresa.Maceyka@longbeach.gov	

SERVICE: General and LMD Landscape Maintenance	SERVICE DATES: 3/1/07 - Current
AGENCY/FIRM: City of Rialto Public Works	
ADDRESS: 150 S. Palm Ave. Rialto, CA 92376	
CONTACT: Sam Sung	
TELEPHONE: (909) 820-2525 ext 2303	
FAX:	
E-MAIL: ssung@rialto.ca.gov	

SERVICE: LMD Landscape Maintenance	SERVICE DATES: 7/1/11 - Current
AGENCY/FIRM: City of Moorpark Parks, Rec. and Community Services	
ADDRESS: 799 Moorpark Ave. Moorpark, CA 93012	
CONTACT: Allen M. Walter	
TELEPHONE: 805-517-6360	
FAX: 805-523-8836	
E-MAIL: awalter@ci.moorpark.ca.us	

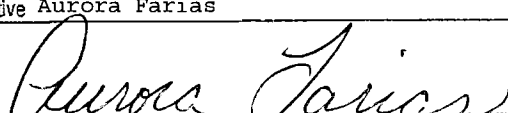
SERVICE: Landscape Maintenance	SERVICE DATES: 11/1/2008 - Current
AGENCY/FIRM: City of Thousand Oaks Public Works	
ADDRESS: 1993 Rancho Conejo Blvd Thousand Oaks, Ca. 91320	
CONTACT: Sandie McKnight	
TELEPHONE: 805-376-5056	
FAX: 805-498-4941	
E-MAIL: SMcKnight@toaks.org	

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name Azteca Landscape
Address 1027 E Acacia St., Ontario, CA 91761
Internal Revenue Service Employer Identification Number 95-3675807

In accordance with Los Angeles County Code Section 4.32.010, the Proposer certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

1.	The proposer has a written policy statement prohibiting any discrimination in all phases of employment.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
2.	The proposer periodically conducts a self- analysis or utilization analysis of its work force.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
3.	The proposer has a system for determining if its employment practices are discriminatory against protected groups.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
4.	Where problem areas are identified in employment practices, the proposer has a system for taking reasonable corrective action to include establishment of goals and timetables.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

Proposer Azteca Landscape	
Authorized representative Aurora Farias	
Signature 	Date 8/6/2012

LIST OF SUBCONTRACTORS

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

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

Name Under Which Subcontractor Is Licensed	License Number	Address	Specific Description of Subcontract Service

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

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: Azteca Landscape

My County (WebVen) Vendor Number: 04916501

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

As Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission, I request this proposal/bid be considered for the Local SBE Preference.

Attached is a copy of Local SBE certification issued by the County.

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

Business Structure:	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input type="checkbox"/> Other (Please Specify):						
Total Number of Employees (Including owners):						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino		1	4	1	170	
Asian or Pacific Islander						
American Indian						
Filipino						
White			1			

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

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

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

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date
Internal Services Department	X	X			1/20/2014

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

Authorized Signature: 	Title: President	Date: 8/6/2012
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County of Los Angeles
INTERNAL SERVICES DEPARTMENT

1100 North Eastern Avenue
Los Angeles, California 90063

TOM TINDALL
Director

Telephone: (877) 669-CBES
FAX: (323) 881-1871

"To enrich lives through effective and caring service"

December 15, 2011

CBE Program ID #: 17151
Status: MBE/WBE

Ms. Aurora Farias, President
Azteca Landscape
1027 E. Acacia Street
Ontario, CA 91761

Dear Ms. Farias:

Congratulations! Your firm has been recertified as an eligible participant in the County of Los Angeles Community Business Enterprise (CBE) Program. This recertification is valid until January 20, 2014.

The County of Los Angeles Office of Small Business reserves the right to request additional information and/or conduct an on-site visit at any time to verify any documentation submitted by the applicant. If there are any changes during this recertification period, you are required to notify this office immediately.

Thank you for registering your business with the County's Vendor Registration website (WebVen) at <http://camisvr.co.la.ca.us/webven>. You are now eligible to participate in the County's on-line access to open bids, be placed on bid lists generated by County departments looking for prospective vendors and periodically be notified automatically via email of County bids by specific commodities/services.

Again, congratulations on your recertification. If you have questions, please call (877) 669-CBES or email us at cbesbe@isd.lacounty.gov and refer to the identification number above.

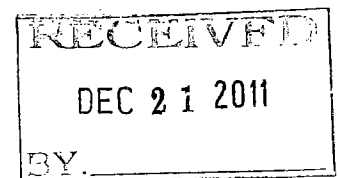
Sincerely,

TOM TINDALL
Director

Debbie Cabreira-Johnson
Program Director

TT:DCJ/ct

c: Cynthia Tucker, CBE/LSBE Certification Specialist



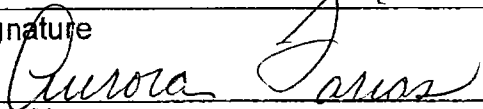
GAIN and GROW EMPLOYMENT COMMITMENT

The undersigned:

has hired participants from the County's Department of Social Services' Greater Avenue for Independence (GAIN) and General Relief Opportunity for Work (GROW) employment programs.

OR

declares a willingness to consider GAIN and GROW participants for any future employment opening if participant(s) meet the minimum qualification for that opening, and declares a willingness to provide employed GAIN and GROW participants access to proposer's employee mentoring program(s), if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities.

Signature 	Title President
Firm Name Azteca Landscape	Date 8/6/2012

TRANSMITTAL FORM TO REQUEST AN RFP SOLICITATION REQUIREMENTS REVIEW

A Solicitation Requirements Review must be received by the County within 10 business days of issuance of the solicitation document

Proposer Name: Azteca Landscape	Date of Request: No Request
Project Title:	Project No.

A **Solicitation Requirements Review** is being requested because the Proposer asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- Application of **Minimum Requirements**
- Application of **Evaluation Criteria**
- Application of **Business Requirements**
- Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Proposer must explain in detail the factual reasons for the requested review. *(Attach additional pages and supporting documentation as necessary.)*

Request submitted by:

(Name) *(Title)*

For County use only

Date Transmittal Received by County: _____	Date Solicitation Released: _____
Reviewed by: _____	
Results of Review - Comments: _____ _____ _____	
Date Response sent to Proposer: _____	

CHARITABLE CONTRIBUTIONS CERTIFICATION

Azteca Landscape

Company Name

1027 E Acacia St., Ontario, CA 91761

Address

95-3675807

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act, which regulates those receiving and raising charitable contributions.

CERTIFICATION

YES

NO

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed. (xx) ()

OR

YES

NO

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586. () ()

Aurora Farias

Signature

8/6/2012

Date

Aurora Farias, President

Name and Title (please type or print)

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION


CDMPANY NAME: Azteca Landscape		
COMPANY ADDRESS: 1027 E Acacia St.		
CITY: Ontario	STATE: CA	ZIP CODE: 91761

I am not requesting consideration under the County's Transitional Job Opportunities Preference Program.

I hereby certify that I meet all the requirements for this program:

- My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for three years (*attach IRS Determination Letter*);
- I have submitted my three most recent annual tax returns with my application;
- I have been in operation for at least one year providing transitional job and related supportive services to program participants; and
- I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

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

PRINT NAME: Aurora Farias	TITLE: President
SIGNATURE: 	DATE: 8/6/2012

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

PROPOSER'S LIST OF TERMINATED CONTRACTS

PROPOSER'S NAME: Azteca Landscape

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

Proposer must list all contracts that have been terminated within the past three years. Terminated contracts are those contracts terminated by an agency or firm before the contract's expiration date. If a contract(s) was terminated, please attach an explanation on a separate sheet, whether the termination was at the fault of the Proposer or not. Any and all terminated contracts should be accompanied with an explanation. It should be noted that contracts that naturally expired need not be listed. The County is only seeking information on

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

contracts that were terminated prior to expiration.

SIGNATURE *Guillermo Jimenez*

DATE: 8/6/2012

PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS

Proposer's Name: Azteca Landscape

Proposer and/or principals are **not** currently involved in any pending litigation; are not aware of any threatened litigation where they would be a party; and have not had any judgments entered against them within the last five years as of the date of proposal submission.

Proposer and/or principals of the Proposer must list below (use additional pages if necessary) all pending litigation, threatened litigation, and/or any judgments entered against them within the last five years as of the date of proposal submission.

A. Pending Litigation Threatened Litigation Judgment (check one)

1. Against Proposer; Principal; Both (check as appropriate)
2. Name of Litigation/Judgment: Notice of Charge of Discrimination
3. Case Number: 480-2012-00525
4. Court of Jurisdiction: EEOC
5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

Heriberto Farias, former employee, filed a claim for age discrimination. The employee was terminated for cause. EEOC requested a Statement of Position for Azteca Landscape, and we completed.

Presently, Azteca Landscape is waiting for a response from the EEOC.

B. Pending Litigation Threatened Litigation Judgment (check one)

1. Against Proposer; Principal; Both (check as appropriate)
2. Name of Litigation/Judgment: _____
3. Case Number: _____
4. Court of Jurisdiction: _____
5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

Signature of Proposer: *Heriberto Farias* Date: 8/6/2012

LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR EAST COUNTY MEDIANS
(2012-PA032)

PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION

Azteca Landscape

Proposer's Name

1027 E Acacia St., Ontario, CA 91761

Address

- If awarded the contract: Proposer will comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this Request for Proposals, and Proposer will procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5 throughout the entire term of the proposed contract, without interruption or break in coverage.

- If you check this box, your proposal will be determined nonresponsive and your proposal will be disqualified. Proposer will not comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this Request for Proposals, and Proposer will not procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5 throughout the entire term of the proposed contract, without interruption or break in coverage.

Signature of Proposer:  Date: 8/6/2012

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

The Proposer certifies that:

It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

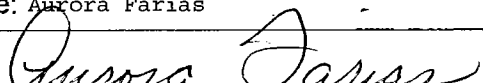
To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

-OR-

I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

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: Aurora Farias	Title: President
Signature: 	Date: 8/6/2012

**STATEMENT OF EQUIPMENT FORM
FOR
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR EAST COUNTY MEDIANS (2012-PA032)**

PROPOSER'S NAME: Azteca Landscape
 ADDRESS: 1027 E Acacia St., Ontario, CA 91761
 TELEPHONE: 909-673-0889

STATE BELOW THE INFORMATION FOR ALL EQUIPMENT AVAILABLE

Please list one (1) item per line; DO NOT submit an equipment list in your own format. This form may be reproduced in order to list all equipment.

TYPE OF EQUIPMENT	MAKE OF EQUIPMENT	MODEL	YEAR	SERIAL NUMBER	CONDITION OF EQUIPMENT	OPERATIONAL/ NON-OPERATIONAL	LOCATION
Vehicle	Chevrolet	1500	2009	8K25986	Good	Operational	Pomona Yard
Vehicle	Chevrolet	Colorado	2009	8D49694	Good	Operational	Pomona Yard
Mounted Spray Rig	SDI		1995	SB15/10/EC-VM400	Good	Operational	Pomona Yard
Hedge Trimmer (2)	Stihl	2-cycle	2009-2010		Good	Operational	Pomona Yard
Blower	Stihl	2-cycle	2009-2010		Good	Operational	Pomona Yard
Backpack Sprayer	Sun	3-gallon		None	Good	Operational	Pomona Yard
* Misc Hand Tools and Safety Equipment							

**LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR EAST COUNTY MEDIANS
PROPOSER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE RFP**

PROPOSER MUST CHECK A BOX IN EVERY SECTION

Important Note: Any inconsistencies in the information provided in this form, or this form and your Proposal, may subject your Proposal to disqualification, at the sole discretion of the County.

At the time of proposal submission, Proposer must meet the following minimum requirements:

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

- Yes. Please complete the chart below. (In addition to responding on this form, as specified in Part I, Section 2.A.5, Experience, please provide a detailed narrative in your proposal to support this minimum mandatory requirement in order to provide for a meaningful evaluation).

No. of Years	Description of Service
30	Azteca Landscape has been providing landscape maintenance services for over 30 years. Many of Azteca Landscape's current Foremen and Supervisors have been with the Company for over 20 years. They have grown in knowledge, education and certifications.

- No. **If you check this box, your proposal will be immediately disqualified as non-responsive.**

- Proposer's on-site supervising employee(s) must have at least three years of experience supervising landscaping services.

- Yes. Please complete the chart below. (In addition to responding on this form, as specified in Part I, Section 2.A.5, Experience, please provide a detailed narrative in your proposal to support this minimum mandatory requirement in order to provide for a meaningful evaluation).

Name	No. of Years	Description
Raul Farias	20+	Raul, has been in landscape maintenance for over 20 supervising for over 10. He currently is the supervisor for the East County Medians maintenance crew

- No. **If you check this box, your proposal will be immediately disqualified as non-responsive.**

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3. Proposer must submit a copy of a valid and active State Contractor's Class C-27 (Landscaping Contractor) license.

Yes. Please complete the chart below.

Type of License	License No.	Name of License Holder	Valid/Active Dates
C-27	417003	Azteca Landscape	EXP. 1/31/2013

No. If you check this box, your proposal will be immediately disqualified as non-responsive.

4. Proposer and/or its Subcontractor(s) must submit a copy of a valid and active State of California Department of Pesticide Regulation Pest Control Business license.

Yes. Please complete the chart below.

Type of License	License No.	Name of License Holder	Valid/Active Dates	Subcontractor Yes/No
Pest Control Business Main License	30336	Azteca Landscape	1/1/2011-12/31/2012	NO

No. If you check this box, your proposal will be immediately disqualified as non-responsive.

5. Proposer's and/or its Subcontractor(s) employee must submit a copy of a valid and active State of California Agricultural Pest Control Adviser license.


Yes. Please complete the chart below.

Type of License	License No.	Name of License Holder	Valid/Active Dates	Subcontractor Yes/No
PCA	74265	Hunberto M Lopez	1/1/2011-12/31/2012	No

No. If you check this box, your proposal will be immediately disqualified as non-responsive.

**LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR EAST COUNTY MEDIANS
PROPOSER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE RFP**

I declare under penalty of perjury that the above information is true and accurate.

Proposer's Name: Azteca Landscape	
Address: 1027 E Acacia, St., Ontario, CA 91761	
Authorized representative: Aurora Farias	
Signature: 	Date: 8/6/2012

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

APPLICATION FOR EXEMPTION

The contract to be awarded pursuant to the RFP is subject to the County of Los Angeles Living Wage Program (Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors may apply individually for consideration for an exemption from the Program. **To apply, complete and submit this form to Public Works seven days prior to the due date for proposals.** Upon review of the submitted Application for Exemption, Public Works will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the Program.

Company Name: N/A		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Facsimile Number:	Email Address:
Awarding Department:		Contract Term:
Type of Service:		
Contract Dollar Amount:		Contract Number (if any):

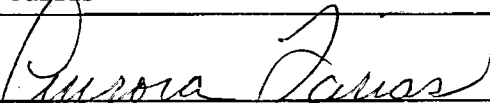
I am requesting an exemption from the Program for the following reason(s) (attach to this form all documentation that supports your claim and SUBMIT SEVEN DAYS PRIOR TO THE DEADLINE FOR SUBMISSION OF PROPOSALS TO PUBLIC WORKS OR FAX TO (626) 458-4194 :

- My business is a nonprofit corporation qualified under Internal Revenue Code Section 501(c)(3) (*you must attach the IRS Determination Letter*).
- My business is a Small Business (*as defined in the Living Wage Ordinance--you must attach your company's two most recent tax year returns and last state payroll tax return*) which is not an affiliate or subsidiary of a business dominant in its field of operation **AND** during the contract period will have 20 or fewer full- and part-time employees; **AND**
 - Has less than \$1 million in annual gross revenues in the preceding fiscal year including the proposed contract amount; **OR**
 - Is a technical or professional service that has less than \$2.5 million in annual gross revenues in the preceding fiscal year including the proposed contract amount.
- My business has received an aggregate sum of less than \$25,000 during the preceding 12 months under one or more Proposition A contracts and/or cafeteria services contracts, including the proposed contract amount.

FORM LW-2 - APPLICATION FOR EXEMPTION (continued)

- My business is subject to a bona fide Collective Bargaining Agreement (*you must attach the agreement*); AND
- the Collective Bargaining Agreement expressly provides that it supersedes all of the provisions of the Living Wage Program; OR
- the Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program (I will comply with all provisions of the Living Wage Program not expressly superseded by my business - Collective Bargaining Agreement):

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

PRINT NAME: Aurora Farias	TITLE: President
SIGNATURE: 	DATE: 8/6/2012

Additional Information

The additional information requested below is for information purposes only. It is not required for consideration of this Application for Exemption. The County will not consider or evaluate the information provided below by Contractor, in any way whatsoever, when recommending selection or award of a contract to the Board of Supervisors.

- Either the contractor or the employees' collective bargaining unit have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

Health Plan Company Name(s): _____

Company Insurance Group Number(s): _____

Health Premium Amount Paid by Employer: _____

Health Premium Amount Paid by Employee: _____

Health Benefit(s) Payment Schedule:

Monthly Quarterly Bi-Annual

Annually Other (Specify): _____

- Neither the contractor nor the employees' collective bargaining unit** have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE

Contractor Living Wage Declaration

The contract to be awarded pursuant to this Request for Proposals (RFP) is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to Public Works before the deadline to submit proposals.

If you are not exempt from the Program, please check the option that best describes your intention to comply with Program.

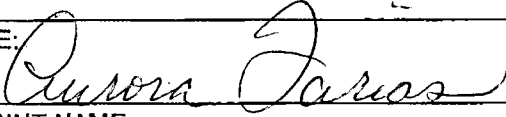
- I **do not** have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage of not less than **\$11.84 per hour** per employee.
- I **do have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan **less than \$2.20 per hour** per employee. I will pay an hourly wage of not less than **\$11.84 per hour** per employee.
- I **do have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan **at least \$2.20 per hour** per employee. I will pay an hourly wage of not less than **\$9.64 per hour** per employee.

Health Plan(s):

Company Insurance Group Number:

Health Benefit(s) Payment Schedule:

- Monthly
- Quarterly
- Bi-Annual
- Annually
- Other: _____ (Specify)

PLEASE PRINT COMPANY NAME: Azteca Landscape	
I declare under penalty of perjury under the laws of the State of California that the above information is true and correct:	
SIGNATURE: 	DATE: 8/6/2012
PLEASE PRINT NAME: Aurora Farias	TITLE OR POSITION: President

**COUNTY OF LOS ANGELES LIVING WAGE PROGRAM
ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE**

The undersigned individual is the owner or authorized agent of the business entity or organization (Firm) identified below and makes the following statements on behalf of his or her Firm. **CHECK EACH APPLICABLE BOX.**

LIVING WAGE ORDINANCE:

- I have read the County's Living Wage Ordinance (Los Angeles County Code Section 2.201.010 through 2.201.100), and understand that the Firm is subject to its terms.

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

- I have read the provisions of the RFP describing the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understand that the Firm is subject to its terms.

LABOR LAW/PAYROLL VIOLATIONS :

A "Labor Law/Payroll Violation" includes violations of any Federal, State, or local statute, regulation, or ordinance pertaining to wages, hours, or working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

History of Alleged Labor Law/Payroll Violations (Check One):

- The Firm **HAS NOT** been named in a complaint, claim, investigation or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal; **OR**
- The Firm **HAS** been named in a complaint, claim, investigation, or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

History of Determinations of Labor Law/Payroll Violations (Check One):

- There **HAS BEEN NO** determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; **OR**
- There **HAS BEEN** a determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor/Payroll Violation. I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

HISTORY OF DEBARMENT (Check one):

- The Firm **HAS NOT** been debarred by any public entity during the past ten years; **OR**
- The Firm **HAS** been debarred by a public entity within the past ten years. Provide the pertinent information (including each public entity's name and address, dates of disbarment, and nature of each debarment) on the attached Labor/Payroll/Debarment History form.

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

Aurora Farias
Owner's/Agent's Authorized Signature

Aurora Farias, President
Print Name and Title

Azteca Landscape
Print Name of Firm

8/6/2012
Date

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

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

- An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- A debarment by a public entity listed below within the past ten years.

Print Name of Firm: Azteca Landscape	Print Name of Owner: Aurora Farias
Print Address of Firm: 1027 E Acacia St.	Owner's/AGENT's Authorized Signature:
City, State, Zip Code: Ontario, CA 9176	Print Name and Title: Aurora Farias, President

Public Entity Name	N/A
Public Entity Address:	Street Address:
	City, State, Zip:
Case Number/Date Claim Opened:	Case Number:
	Date Claim Opened:
Name and Address of Claimant:	Name:
	Street Address:
	City, State, Zip:
Description of Work: (e.g., Janitorial)	
Description of Allegation and/or Violation:	
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	

Additional Pages are attached for a total of _____ pages.

**REQUESTED INFORMATION ON THE
PROPOSER'S MEDICAL PLAN COVERAGE**

Proposer: Azteca Landscape

Name of Proposer's Health Plan: N/A

Date: 8/6/2012

(Please use a separate form for each health plan offered by the proposer to employees who will be working under this contract.)

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Proposer's Health Plan Premium			
Employee only	Y N	\$	
Employee + 1 dependent	Y N	\$	
Employee + 2 dependents	Y N	\$	
Employee + 3 dependents	Y N	\$	
Proposer's portion of above health premium payment			
Employee only	Y N	\$	
Employee + 1 dependent	Y N	\$	
Employee + 2 dependents	Y N	\$	
Employee + 3 dependents	Y N	\$	
Any Annual Deductible?			
Per Person	Y N	\$	
Per Family	Y N	\$	
Any Annual Maximum Employee Out-of-Pocket Expense?			
Per Person	Y N	\$	
Per Family	Y N	\$	
Any Lifetime Maximum?			
Per Person	Y N	\$	
Per Family	Y N	\$	
Ambulance coverage	Y N	\$	
Doctor's Office Visits	Y N	\$	
Emergency Care	Y N	\$	
Home Health Care	Y N	\$	
Hospice Care	Y N	\$	
Hospital Care	Y N	\$	
Immunizations	Y N	\$	
Maternity	Y N	\$	
Mental Health	Y N	\$	
Mental Health In-Patient Coverage	Y N	\$	
Mental Health Out-Patient Coverage	Y N	\$	
Physical Therapy	Y N	\$	

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Prescription Drugs	Y N	\$	
Routine Eye Examinations	Y N	\$	
Skilled Nursing Facility	Y N	\$	
Surgery	Y N	\$	
X-Ray and Laboratory	Y N	\$	

Under this health plan, a full time employee:

- Becomes eligible for health insurance coverage after ___ days of employment.
- Is defined as an employee who is employed more than ___ hours per week.

OTHER BENEFITS:

- A. NUMBER OF PAID SICK DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS ___ DAYS.
- B. NUMBER OF PAID SICK DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS ___ DAYS.
- C. NUMBER OF PAID VACATION DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS ___ DAYS.
- D. NUMBER OF PAID VACATION DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS ___ DAYS.
- E. NUMBER OF PAID HOLIDAYS PER YEAR IS ___ DAYS.

LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR EAST COUNTY MEDIANS (2012-PA032)

STAFFING PLAN AND COST METHODOLOGY FOR CONTRACT:

PROPOSER: Azteca Landscape

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							ANNUAL HOURS	HOURLY WAGE RATE**	ANNUAL COST
	SUN	MON	TUE	WED	THU	FRI	SAT			
Supervisor			2					208	20.00	\$ 4,160.00
Crew Leader/Driver		8	8	8	8	8		2,080	12.00	\$ 24,960.00
MG II		8	8	8	8	8		2,080	12.00	\$ 24,960.00
Irrigation Technician		8	8	8	8	4		1,872	15.00	\$ 28,080.00
Pesticide Technician (OAL)					4			208	19.00	\$ 3,952.00
										\$
										\$
										\$
										\$
										\$
										\$
Comments/Notes:										
10 days of annual vacation and 7 paid holidays										
are included in the annual salary cost. Vacation										
is based on a 40 hour work week										
(1) Vacations, Sick Leave, Holiday										
(2) Health Insurance **										
(3) Payroll Taxes & Workers' Compensation										
(4) Welfare and Pension										
Total Annual Salaries										
\$ 86,112.00										
(5) Equipment Costs										
\$ 16,474.40										
(6) Service and Supply Costs										
\$ 19,396.00										
(7) General and Administrative Costs										
\$ 8,873.10										
(8) Profit										
\$ 7,766.19										
Total Annual Other Costs (5+6+7+8)										
\$ 52,509.69										
TOTAL ANNUAL PRICE										
\$ 157,928.00										

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

** Living wage rate shall be at least \$11.84 per hour.

*** Minimum cost for health insurance is \$2.20/hour if hourly wage rate is between \$9.64 and \$11.84, unless exemption from Living Wage requirements has been granted by the County.

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

Azteca Landscape
Name of Proposer


Signature

10/10/2012
Date

WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS

INSTRUCTIONS

The contractor selected through this RFP process will be required to comply with State and Federal labor regulations and record keeping requirements. The objective of this questionnaire is to determine the appropriateness, scope, and suitability of the procedures the Proposer uses and the internal controls in place to ensure compliance with State and Federal labor regulations and record keeping requirements. In order to appropriately evaluate this area (Part I, Section 4.D, Evaluation Criteria), it is critical that the Proposer submit a detailed description of the processes and the steps associated with those processes.

Answer all questions thoroughly and in the same sequence as provided below. If a question is not applicable, indicate with "N/A" and explain why such question is not applicable. Provide additional details to ensure a clear picture of the Proposer's processes and controls. As used in this questionnaire, the term Proposer includes the business entity that will provide the proposed services. Attach an actual sample copy of timesheet, paycheck, and pay stub.

ADDITIONAL PAGES MAY BE ATTACHED OR RESPONSES CAN BE PROVIDED IN A SEPARATE DOCUMENT.

IDENTIFY EACH RESPONSE BY THE CORRESPONDING QUESTION NUMBER.

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>1. TRACKING HOURS WORKED</p> <p>1.1. How does the Proposer track employee hours actually worked?</p> <p>1.2. Where do the Proposer's employees report to work at the beginning of their shift? At the work location or a central site with travel to the worksite?</p> <p>1.3. If the employees report to a central site with travel to the worksite, when does the Proposer consider the employees' shift to have started? At a central site or upon arrival at the work location?</p>	<p>1.1 Each employee is issued a time sheet at the beginning of each pay period. The employee is required to fill in his work hours, daily. At the end of each pay period, the employee signs and submits his/her time sheet for payroll processing.</p> <p>1.2 Most employees report to a central site then transported to the job site in a company vehicle. However, there are occasions when an employee will report directly to a job site. For this job, the employee(s) will be transported.</p> <p>1.3 The employee's shift begins at the time he reports to the central site</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>2. REPORTING TIME How does the Proposer know employees actually reported to work and at what time? For example, sign-in sheets, computerized check in, call-in system, or some other method?</p>	<p>At the central site, the employee's supervisor is present to monitor arrival times. Additionally, it is important for employees to arrive on time because the crews are dispatched promptly which could result in being left behind and missing the day of work.</p>
<p>3. RECORDS OF ACTUAL TIME WORKED 3.1. What records are created to document the beginning and ending times of employee's actual work shifts? 3.2. What records are maintained by the Proposer of actual time worked? 3.3. Are the records maintained daily or at another interval (indicate the interval)? 3.4. Who creates these records (e.g., employee, supervisor, or office staff)? 3.5. Who checks the records, and what are they checking for? 3.6. What happens to these records? 3.7. Are they used as a source document to create Proposer's payroll? 3.8. <u>ATTACH ACTUAL COPIES OF THESE RECORDS</u> (Please blank out any personal information).</p>	<p>3.1 Each employee is issued a time sheet prior to beginning the pay period. 3.2 The company processes payroll from the original time sheets that are signed by the employee and maintains the records for the required years in archives. 3.3 Hours are logged onto the time sheets on a daily basis. Each time sheet contains enough entry lines for a two week period, bi-weekly. 3.4 The time sheets are created by the employee with the assistance of the supervisor; however, final approval is of the employee. The employee must review and approve all hours worked. 3.5 The time sheets are reviewed by the supervisor and initialed to signify approval. The supervisor reviews the time sheet for completeness and accuracy, making certain all daily hours are logged, employee signature, etc. The Payroll Administrator then reviews the time sheets for correctness in total hours, job numbers, signatures, etc. 3.6 Once payroll is processed, the time sheets are archived and maintained for the proper number of years. 3.7 Yes, time sheets are used as a source document to process payroll. 3.8 Attached is a copy of the time sheet used to record hours worked.</p>

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

QUESTION

4. None, time sheets are used as described in question 3.

4. OTHER RECORDS USED TO CREATE PAYROLL (IF ANY)

- 4.1. If records of actual time worked are not used to create payroll, what is the source document that is used?
- 4.2. Who prepares and who checks the source document?
- 4.3. Does the employee sign it?
- 4.4. Who approves the source document, and what do they compare it with prior to approving it?

5. BREAKS

- 5.1. How does the Proposer know that employees take mandated breaks and meal breaks (periods)?
- 5.2. Does the Proposer maintain any written supporting documentation to validate that the breaks actually occurred?
- 5.3. If so, who prepares, reviews, and approves such documentation?

5.1 The company policy as stated in the employee handbook states that all employees must take the mandatory breaks and meal periods. Also, the time sheet documents include a statement that the employee must take his/her breaks and by signing the document has ascertained that he/she has indeed done so.
 5.2 The meal period is documented on the time sheet. As mention in 5.1, the breaks are validated by the statement on the time sheet and the written formal policy in the employee handbook.
 5.3 Management reviews the documentation. Any changes to written labor policy is approved by the corporate labor law attorney.

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>6. HOW PAYROLL IS PREPARED</p>	
<p>6.1. Discuss how the Proposer's payroll is prepared and how the Proposer ensures that employee wages are appropriately paid.</p>	<p>6.1 The Payroll Administrator receives the time sheets at the end of each pay period. She totals the hours and cross foots the totals for accuracy. The total hours worked are input into the company accounting software. The software calculates the appropriate taxes based on federal and state laws.</p>
<p>6.2. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)?</p>	<p>6.2 After the hours are entering into the accounting software, payroll checks are computer generated, or direct deposit (if requested by employee).</p>
<p>6.3. If by check, do they receive a single check for straight time and overtime or are separate payments made?</p>	<p>6.3 All hours worked are issued on one check. Hence, a check could have several pay categories: regular, overtime, double time, holiday, vacation, etc.</p>
<p>6.4. What information is provided on the check (e.g., deductions for taxes, etc.)?</p>	<p>6.4 Each check stub is itemized: gross pay, less tax with holdings, less garnishments (if applicable), resulting in net pay.</p>
<p>6.5. <u>ATTACH A COPY OF A PAY CHECK AND PAY CHECK STUB THAT SHOWS DEDUCTION CATEGORIES (COVER UP OR BLOCK OUT BANK ACCOUNT INFORMATION AND ANY EMPLOYEE INFORMATION).</u></p>	<p>6.5 A copy of a check and stub is included for your review.</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>7. MANUAL PAYROLL SYSTEM</p> <p>7.1. If the Proposer uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check.</p> <p>7.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid?</p>	<p>7.1 As previously stated, the Payroll Administrator totals the hours for each time sheet, inputs the data into the accounting software, the software processes the data, deducting with holdings, and checks are printed.</p> <p>7.2 All hours are assigned to job numbers. The hours that are worked at a County or other job paid at a different rate require a different pay rate are adjusted accordingly.</p>
<p>8. AUTOMATED PAYROLL SYSTEM</p> <p>8.1. If the Proposer uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll.</p> <p>8.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the automated payroll system calculate total wages paid?</p> <p>8.3. Is the calculation embedded in the software program, or does someone have to override the system to perform the calculation?</p>	<p>8. A manual system is used.</p>

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

QUESTION

9. TRAVEL TIME

- 9.1. How is travel time during an employee's shift paid?
- 9.2. At what rate is such travel time paid if the employee has multiple wage rates?
- 9.3. Discuss how the Proposer calculates the day's wages for each situation described in the following two examples:
 - a. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are paid at a different rate than the County's Living Wage rate.
 - b. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are also paid the County's Living Wage rate.

- 9.1 Travel time is paid at the employees hourly rate.
- 9.2 Seidom do we have employees that work at more than one contract job. For instance, for this job, the employee would be full-time and only have the County rate. However, if the employee were to have multiple rates, the travel to the County job site would be at the alternate rate, and the time from the County job site to the next non-county or to the central reporting site would be at the County rate.
- 9.3 a - The employee would be paid four (4) hours at the County Living Wage and four (4) hours at the alternate rate.
- 9.3 b - The employee would be paid eight (8) hours at the County Living Wage rate

10. OVERTIME

- 10.1. How does the Proposer calculate overtime wages?
- 10.2. What if the employee has multiple wage rates?

- 10.1 The company adheres to Federal and State laws regarding overtime. Employees who work more than eight (8) hours a day and/or forty (40) hours per week, those hours are compensated at time and a half of the hourly rate.
- 10.2 The employee earns the overtime rate of the job that created the overtime hours

DATED: 8/6/2012

PROPOSER'S SIGNATURE:



Date	JOB NO		JOB NO		JOB NO		JOB NO		JOB NO		JOB NO		JOB NO		JOB NO		LUNCH		TOTAL REG HOURS	TOTAL OT HOURS	
	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT	IN	OUT			
6/6/11																					
6/7/11																					
6/8/11																					
6/9/11																					
6/10/11																					
6/11/11																					
6/12/11																					
6/13/11																					
6/14/11																					
6/15/11																					
6/16/11																					
6/17/11																					
6/18/11																					
6/19/11																					
TOTAL																				Rg	OT
																				H	DT

I certify and acknowledge that, unless I have documented otherwise in writing on this time card, during each workday in the pay period covered by this time card, I have been permitted to take all of my rest periods (10 minutes net rest for each 4 hours worked or major fraction thereof), and I have been provided all of my meal periods (30-duty-free minutes for each 5 hours worked), in accordance with Company policy. I also certify that this time record accurately states the hours I have worked during this pay period and that I am making this statement freely and voluntarily. Certificado y reconozco lo siguiente. Que a menos de que diga otra cosa lo registrado en mi tarjeta de horario, durante cada uno de los días que marca mi tarjeta de registro de horario se me ha permitido tomar todos mis períodos de descanso interlaboral (10 minutos de descanso por cada 4 horas o más de trabajo), de la misma manera se me han proporcionado mis períodos de comida (30 minutos libre de responsabilidad laboral por cada 5 horas de trabajo realizado, de conformidad con los acuerdos y políticas de la empresa. Certifico igualmente, que el registro de tiempo indica las horas exactas que he trabajado durante mi período. Avalo con mi nombre y firma la información que anteriormente declare libre y voluntariamente.

Employee Signature _____ Date _____
Supervisor Initials _____

AZTECA LANDSCAPE
PAYROLL ACCOUNT
 1027 E. ACACIA STREET
 ONTARIO, CA 91761
 (909) 673-0889

WELLS FARGO BANK, NA
 ONTARIO, CA
 16-024/1220

65136

9/3/2010

PAY TO THE
 ORDER OF



\$ **852.06

Eight Hundred Fifty-Two and 06/100*****DOLLARS



VOID AFTER 6 MONTHS

MEMO

Pay Period: 08/16/2010 - 08/29/2010



AZTECA LANDSCAPE / PAYROLL ACCOUNT

65136

Employee	SSN	Status (Fed/State)	Allowances/Extra
Alfonso Vargas, 2222 Laurel Ave, Pomona, CA 91768	***-**-3221	Married/Married (one income)	Fed-3/0/CA-3/0
		Pay Period: 08/16/2010 - 08/29/2010	Pay Date: 09/03/2010
Earnings and Hours			
	Qty	Rate	Current YTD Amount
10 Hourly Rate	64:00	11.84	757.76
10 Hourly Rate	16:00	11.00	176.00 13,053.76
15 Holiday			0.00 352.00
12 Overtime Rate			0.00 263.43
			933.76 13,669.19
Taxes			
		Current	YTD Amount
Federal Withholding		0.00	-9.00
Social Security Employee		-57.89	-847.49
Medicare Employee		-13.54	-198.20
CA - Withholding		0.00	
CA - Disability Employee		-10.27	-150.36
		-81.70	-1,205.05
Net Pay		852.06	12,464.14

Azteca Landscape

SUBCONTRACTORS' FORM LIST

Subcontractors Form List

No subcontractors will be used for the job

Living Wage Ordinance – Application for Exemption

Living Wage Ordinance – Application for Exemption

Exemption has not been requested

ADDITIONAL INFORMATION

ADDITIONAL INFORMATION

- If you would like additional information or meet our staff please visit us at www.aztecalandscape.com.
- Copy of the *Certificate of President and Secretary*

CERTIFICATE OF PRESIDENT AND SECRETARY

We certify that:

We are the duly qualified and acting President and Secretary of Azteca Landscape, a California corporation.

The following is a true copy of a resolution duly adopted by the Board of Directors of the corporation at a meeting duly held on **July 25, 2005**, and entered in the minutes of such meeting in the minute book of the corporation.

The Chairman stated that the purpose of the meeting was to elect officers for the ensuing year. The following persons were nominated as officers of the corporation:

Aurora Farias	President
Rosa M. Lopez	Vice-President, Chief Financial Officer
Noe Farias	Secretary

Upon a motion duly made, seconded and carried, it was

RESOLVED, that the following persons are hereby elected to their respective offices for the remaining term and until a successor is elected:

AURORA FARIAS	President
ROSA M. LOPEZ	Vice-President, Chief Financial Officer
NOE FARIAS	Secretary

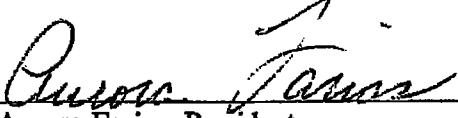
Each officer so elected, being present, accepted her office and thereupon assumed the duties thereof.


The President then suggested that Rosa M. Lopez, Vice-President, and Noe Farias, Secretary be specifically authorized to execute any and all contracts, bids and related documents on behalf of the corporation.

RESOLVED, that Rosa M. Lopez, Vice-President and Noe Farias, Secretary respectively, be and hereby are authorized to execute and enter into contracts, bids and any matters relating thereto, and execute and deliver any documents relating thereto, on behalf of this Corporation.

The resolution is in conformity with the articles of incorporation and bylaws of the corporation, has never been modified or repealed, and is now in full force and effect.

Dated: July 25, 2005.


Aurora Farias, President


Noe Farias, Secretary

Bid Detail Information

Bid Number : PW-ASD865
Bid Title : LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR EAST COUNTY MEDIANS (2012-PA032)
Bid Type : Service
Department : Public Works
Commodity : GROUNDS MAINTENANCE: MOWING, EDGING, PLANT (NOT TREE) TRIMMING, ETC.
Open Date : 7/12/2012
Closing Date : 8/6/2012 5:30 PM
Bid Amount : \$ 200,000
Bid Download : Not Available

Bid Description : PLEASE TAKE NOTICE that Public Works requests proposals for the contract for Landscape and Grounds Maintenance Services for East County Medians (2012 PA032). The total annual contract amount of this service is estimated to be \$200,000. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <http://dpw.lacounty.gov/asd/contracts> or may be requested from Mr. Eric Fong at (626) 458 4077, erfong@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.

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

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFP document including, but not limited to, the following requirement(s) at the time of proposal submission:

1. Proposer or its managing employee must have a minimum of three years of experience providing landscape maintenance services. (Please use Form PW-19, Proposer's Compliance with the Minimum Requirements of the RFP.)
2. Proposer's on-site supervising employee(s) must have at least three years of experience supervising landscaping services. (Please use Form PW-19, Proposer's Compliance with the Minimum Requirements of the RFP.)
3. Proposer must submit a copy of a valid and active State Contractor's Class C-27 (Landscaping Contractor) license. (Please use Form PW-19, Proposer's Compliance with the Minimum Requirements of the RFP.)
4. Proposer and/or its Subcontractor(s) must submit a copy of a valid and active State of California Department of Pesticide Regulation Pest Control Business license. (Please use Form PW-19, Proposer's Compliance with the Minimum Requirements of the RFP.)
5. Proposer's and/or its Subcontractor(s) employee must submit a copy of a valid and active State of California Qualified Applicator license. (Please use Form PW-19, Proposer's Compliance with the Minimum Requirements of the RFP.)

A Proposers' Conference will be held on Monday, July 23, 2012, at 9 a.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room A. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY. Public Works will reject proposals from those whose attendance at the conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference, Proposers must submit questions in writing and request information for this solicitation within three business days from the date of the conference. After the third business day, it may be impossible to respond to further requests for information.

The deadline to submit proposals is Monday, August 6, 2012, at 5:30 p.m. Please direct your questions to Mr. Fong at (626) 458-4077.

Contact Name : Eric Fong
Contact Phone# : (626) 458-4077
Contact Email : erfong@dpw.lacounty.gov
Last Changed On : 7/12/2012 7:19:38 AM

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