



COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

GAIL FARBER, Director

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

June 04, 2013

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

67 June 4, 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**AWARD OF CONTRACT FOR
ANTELOPE VALLEY LANDSCAPE MAINTENANCE SERVICES
ROAD MAINTENANCE DIVISION
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)**

SUBJECT

This action is to award a contract for landscape maintenance services in the Antelope Valley.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the contract work is categorically exempt from the provisions of the California Environmental Quality Act.
2. Find that these services can be more economically performed by an independent contractor than by County employees.
3. Award a contract for Antelope Valley Landscape Maintenance Services – Road Maintenance Division to Far East Landscape and Maintenance, Inc., in the annual sum of \$39,924, and instruct the Chairman to execute this contract. This contract will be for a period of 1 year commencing on June 16, 2013, or execution by both parties, whichever occurs last, with four 1-year renewal options and a month-to-month extension for up to 6 months for a potential 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 and extension periods if, in the opinion of the Director of Public Works or her designee, Far East Landscape and Maintenance, Inc., has successfully performed during the previous contract period and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, in the opinion of the 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 award a contract for Antelope Valley Landscape Maintenance Services. This contract will provide landscaping services at various County facilities within the unincorporated County areas. The work to be performed will consist of removal of weeds, debris, graffiti, and trash to minimize the risk of insect infestations, disease, and/or vermin. The Department of Public Works has contracted these services since 1997.

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 \$39,924 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 these services at the hourly rates quoted by the contractor.

Funding for these services is included in the recommended Fiscal Year 2013-14 Road Fund and various Drainage Benefit Assessment Area Fund Budgets. Funds to finance 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 Far East Landscape and Maintenance, Inc., located in Valencia, California. The contractor is certified by the County of Los Angeles as a Local Small Business Enterprise. This contract will commence on June 16, 2013, 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 6 months for a maximum potential total contract term of 66 months.

The contract has been executed by Far East Landscape and Maintenance, Inc., and approved as to form by County Counsel (Enclosure A). The recommended contract was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements. 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 August 27, 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.

Since this is a Proposition A contract, Public Works has evaluated and determined that the contractor is qualified for Living Wage exemption as a Certified Small Business Enterprise.

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

This Proposition A contract does not allow cost-of-living adjustments for the four 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 of CEQA.

CONTRACTING PROCESS

On August 27, 2012, Public Works solicited proposals from 426 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 September 20, 2012, two proposals were received. The proposals were first reviewed to ensure they met the minimum requirements in the RFP. All 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, staffing plan, and demonstrated control over labor/payroll record keeping using the informed averaging methodology, for applicable criteria. Based on this evaluation, it is recommended that this contract be awarded to the highest-rated, apparent responsive, responsible, and lowest-cost proposer, Far East Landscape and Maintenance, Inc.

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

CONCLUSION

Please return one adopted copy of this letter along with the Contractor Execute and Department Conform copies to the Department of Public Works, Administrative Services Division. The original Board Execute copy should be retained for your files.

Respectfully submitted,



GAIL FARBER

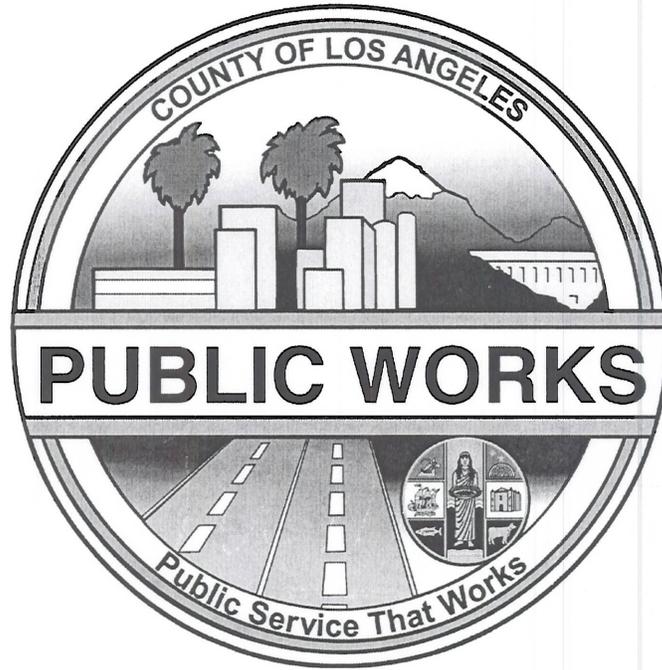
Director

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

ANTELOPE VALLEY LANDSCAPE MAINTENANCE SERVICES –
ROAD MAINTENANCE DIVISION

FOR

ANTELOPE VALLEY LANDSCAPE MAINTENANCE SERVICES
ROAD MAINTENANCE DIVISION (2012-PA036)

77952

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- EXHIBIT C Internal Revenue Service Notice 1015**
- EXHIBIT D Safely Surrendered Baby Law Posters**
- EXHIBIT E Defaulted Property Tax Reduction Program**
- EXHIBIT F Area Maps**

AGREEMENT FOR
ANTELOPE VALLEY LANDSCAPE MAINTENANCE SERVICES
ROAD MAINTENANCE DIVISION

THIS AGREEMENT, made and entered into this 4th day of June, 2013, 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 FAR EAST LANDSCAPE & MAINTENANCE, INC., 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 September 20, 2012, hereby agrees to provide services as described in this Contract for Antelope Valley Landscape Maintenance Services - Road Maintenance Division.

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, 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, an amount not to exceed \$39,924 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 June 16, 2013 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 prices quoted in Form PW-2, 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.

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 *Frank Reddy-Thomas*
Chairman, Board of Supervisors

ATTEST:

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

By *Ante*
Deputy

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By *Carole Sincular*
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 *Ante*
Deputy

77952

FAR EAST LANDSCAPE & MAINTANCE,
INC.

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

67

JUN 4 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

By *[Signature]*
Its President

Tony Moon
Type or Print Name

By *[Signature]*
Its Secretary

Tony Moon
Type or Print Name

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On 4/17/2013 before me, Jung M. Pak, Notary Public
(Here insert name and title of the officer)

personally appeared Tony Jan Moon

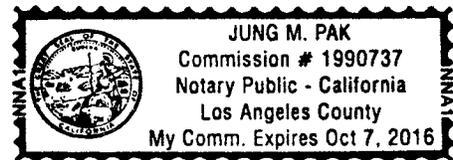
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument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

Jung M. Pak
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

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

DESCRIPTION OF THE ATTACHED DOCUMENT

Agreement for Antelope Valley Landscape
(Title or description of attached document)

Maintenance Services
(Title or description of attached document continued)

Number of Pages 4 Document Date 4-17-13

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

SCOPE OF WORK

ANTELOPE VALLEY LANDSCAPE MAINTENANCE SERVICES
ROAD MAINTENANCE DIVISION (2012-PA036)A. Public Works Contract Manager

Public Works Contract Manager will be Ms. Amrinder (Amy) Cheema of Road Maintenance Division, who may be contacted at (661) 947-7173 Extension 245, e-mail address: acheema@dpw.lacounty.gov, Monday through Friday, 6:30 a.m. to 4 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 Contract Manager.

B. Work Location

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

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

10. D.B.A.A. No. 26 - Southeast corner Avenue L-4 and 52nd Street West, Quartz Hill.
11. D.B.A.A. No. 28 - Southwest corner Avenue M-12 and 51st Street West, Quartz Hill. Includes the inlet and access path to the inlet on southwest corner of 51st Street West and Rela Way and the inlet on the southerly terminus of Eva Court, south of Rela Way.
12. Ridge Route Road Median – Lake Hughes Road/Castaic Lake Drive (landscaped median), Castaic.
13. Pico Canyon Road Median – 170 feet west of Whispering Oaks Road/Stevenson Ranch Parkway (landscaped median), Stevenson Ranch.
14. Ocotillo School Drive – Cie Court / Elizabeth Lake Road (landscaped parkway), Palmdale.
15. Road Maintenance District 5 Headquarters (MD5) – 38126 N. Sierra Highway, Palmdale.
16. Road Division 556 Yard (RD556) – 27624 Parker Road, Castaic.
17. Hasley Canyon Roundabout and the Old Road – All planting and irrigation within the work limits, as shown in the Exhibit.

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, third-party negligence or any unanticipated or unforeseen need; or improvements in order to modify or enhance existing Scope of Work. 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 pre-approved by Contract Manager prior to commencement of work, and shall be paid at a negotiated price, if not addressed in Form PW-2, Schedule of Prices.

C. Work Description

1. Work Description General

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

- a. Maintain weeds to a maximum of 3 inches in height. Aquatic growth shall be removed if greater than 1 square yard or taller than 3 inches over basin water height.
- b. Interior of basins and 4 feet around outside perimeter wall/fence shall be kept free of all debris, trash, leaves, branches, papers, bottles etc.
- c. Herbicide may be used for the control of weeds and unwanted vegetation. If chemical weed control methods are to be utilized, then the Contractor shall only use products recommended by a Pest Control Adviser certified by the State of California, provided by Public Works. Application of said product shall only be done under the direct supervision of a California Qualified Applicator certified by the State of California and registered with the County of Los Angeles. Contractor shall provide for the service of the aforementioned certified California Qualified Applicator at Contractor's expense. For any herbicide to be used for this contract, the type and concentration of herbicide will require approval by Public Works prior to usage.
- d. Contractor shall sweep all adjacent concrete areas, sidewalks, patios, etc., clean of all leaves, grass, debris, and trash at least twice a month.
- e. Graffiti on all concrete or masonry surfaces such as walls, sidewalks, curbs, access ramps, etc., or on all metal signs, gates etc., shall be removed within 24 hours upon either the discovery during the Contractor's routine inspection/maintenance or by notification from Public Works. Occurrences of graffiti covering large areas shall be reported to Public Works.
- f. Cuttings, trash, and debris shall be collected and properly disposed at a legally recognized landfill at the expense of the Contractor or at a location designated by Public Works. Disposal receipts shall be made available upon request.
- g. Maintenance of a concrete trapezoidal channel, part of D.B.A.A. No. 17, approximately 1,300 feet in length between Avenue M-4 and Avenue M-8 (See D.B.A.A. No. 17 Location Map). Maintenance shall include keeping the right of way, channel, and channel walls free of vegetation, mud, debris, bottles, papers, trash, and graffiti.

- h. Clear all weeds and undesirable vegetation growing up along the inside and the outside of perimeter block walls and fencing, continuing to the curb face.
- i. Contractor shall apply fertilizer to plants within beneficial vegetation beds twice a year or as required to stimulate growth.

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

2. Work Description – Drainage Basin Assessment Areas 5, 17, 23, 28.

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

- a. All beneficial landscaping such as identified trees, shrubs, climbing plants, groundcover, etc., and irrigation system such as bubblers, sprinkler heads, P.V.C. pipe fittings and risers, etc., shall be maintained and not be damaged by the Contractor's maintenance operations or herbicide applications. The Contractor shall replace any beneficial landscaping and irrigation system damaged by his/her operations at his/her expense.
- b. Contractor personnel shall inspect the irrigation system for broken and clogged heads, malfunctioning or leaking valves, or any other conditions that hamper the correct operation of the system. Any conditions found hampering the operation of the system is to be reported to this Public Works within two days.
- c. Contractor shall manage and adjust the automatic irrigation controllers to ensure all beneficial vegetation receives the proper amount of water to promote healthy growth and avoid water waste. Specific care must be taken to keep irrigation run-off to a minimum. Contractor shall turn off the irrigation system during rainy weather or high moisture periods where watering is not required. From December 1 to March 31 (winter months) the irrigation schedule shall be adjusted to midday to prevent the likelihood of irrigation run-off freezing on adjacent concrete surfaces and sidewalks. From April 1 to November 30, the irrigation schedule shall be set to early morning to maximize infiltration into the soil.

- d. Contractor shall prune or trim groundcover neatly away from shrubs, trees, walks, walls, headers, etc., twice a month or as necessary.
 - e. Contractor shall prune shrubs to maintain a natural shape and proper size as a continuous operation so plants will not develop stray or undesirable growth. Contractor shall prune shrubs at least once a month during growing season.
 - f. Contractor shall clean beneficial landscaping beds of all debris, trash, leaves, branches, papers, bottles etc.
 - g. Contractor shall replace dead, missing, and unhealthy looking plants to maintain full, even, and healthy looking planting beds. Plants shall not be replaced with different types unless there is consistency in design. Plants shall be replaced with the type specified by Public Works. Cost for replacement plants shall be considered an extra cost above the contract bid amount and included in the As-Needed Additional Items Requiring Departmental Approval section of the Schedule of Prices, Item 2a, 1-Gallon Plant Material and Installation (Each).
 - h. Contractor shall regularly cultivate the open soil between plants and remove intruding weeds from the beneficial vegetation beds.
 - i. Contractor shall inspect all plants for vermin or insect infestations and/or disease. Chemical means shall be employed if required, for disease, vermin, and/or insect infestations such as aphids, mealybugs, mites, snails, whiteflies, thrips, fungus diseases, gophers etc.
3. Work Description – Ridge Route and Pico Canyon Medians, Ocotillo School Parkway, and Hasley Canyon Roundabout.

Ridge Route Road between Lake Hughes Road and Castaic Lake Drive in Castaic has a landscaped median approximately 1700 feet in length. Pico Canyon Road from 170 feet west of Whispering Oaks Road to Stevenson Ranch Parkway has a landscaped median approximately 1600 feet in length. Ocotillo School Drive between Cie Court and Elizabeth Lake Road has a landscaped parkway approximately 900 feet in length. Hasley Canyon Roundabout at Hasley Canyon Road and The Old Road includes two additional landscaped medians on both Hasley Canyon Road and the Old Road, as well as the parkways on the Old Road, south of Hasley Canyon Road. In addition to the general work description above, the Contractor's work shall include all labor, equipment, supervision, and materials required to provide median and parkway

landscape maintenance services in a neat, orderly, and professional manner in accordance with these Terms, Requirements, Specifications, Conditions, Attachments, and Exhibits.

a. Tree Care

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

- i. Replace missing or damaged stakes where the tree diameter is less than 3 inches.
- ii. Install stakes in those cases where the tree has been damaged and requires staking for support.
- iii. Check tree ties once a month and either retie or remove along with the stakes where the tree diameter is more than three inches. Removal of tree stakes may be requested by Public Works for trees with a diameter less than 3 inches.

The cost for this item is to be included in the itemized price, Schedule of Prices, Ridge Route and Pico Canyon medians, Ocotillo School parkway and Hasley Canyon Roundabout, Item 16.

b. Shrubbery and Vines Trimming and Care

- i. Contractor shall trim shrubbery and vines only to restrict growth of shrubbery and vines onto the adjacent roads, driveways, and walkways. To maintain safe vehicular and pedestrian visibility at street crossings, all shrubbery and vines shall be kept trimmed to a maximum height of 4 feet.
- ii. Contractor shall trim the shrubs a minimum of once a year during the month of March and as needed during the rest of the year to ensure they do not grow taller than 4 feet. These shrubs shall be trimmed no shorter than 3 1/2 feet in height.
- iii. It is the intention for the landscape within the road right of way to look natural. If pruning is necessary, Contractor shall prune back branches individually and not shear plants.

- c. Groundcover Trimming and Care
 - i. Contractor shall remove all dead or diseased branches as they develop.
 - ii. Contractor shall keep all groundcover adjacent to roadways away from the paved surfaces. The groundcover shall be pruned back from the paved surfaces so that the edges look natural, not sheared off. Any runners that start to climb right-of-way fencing, shrubs or trees shall be pruned out of these areas.
 - iii. Contractor shall prune the groundcover once a year during early spring.
- d. Ornamental Grass Trimming and Care
 - i. Contractor shall keep ornamental grass areas in their natural form.
 - ii. Contractor shall mow/cut ornamental grass in an artisan-like manner without scalping or allowing excessive cuttings to remain.
- e. Litter Control
 - i. Contractor shall remove paper, glass, trash, undesirable materials, and other accumulated debris within the landscape areas including, but not limited to, planted areas, rock areas, gravel areas, adjoining access roads and driveways, and drains.
 - ii. Litter control shall take place once every week by the Contractor.
- f. Weed Control
 - i. Shrubbery, Groundcover, Ornamental Grass Area
 - 1) Contractor shall keep all landscape areas, including shrubbery, groundcover, and ornamental areas weed free at all times.
 - 2) Contractor shall remove weeds manually or by cultivation where appropriate. The Contractor may use preemergent weed control. Contractor shall weed at least once a week.

ii. Stone and Decomposed Granite Areas

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

iii. Paved Areas

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

g. Watering and Irrigation System Management

Contractor shall be responsible for the operation of the automatic irrigation controllers and management of the complete irrigation system to provide the proper amount of water to the various species of plants. The irrigation system is automatically controlled through an automatic irrigation controller and remote control valves. The automatic irrigation controllers are located: on the east side of Ridge Route Road approximately 300 feet north of Lake Hughes Road for the Ridge Route Median, on the north side of Pico Canyon Road approximately 300 feet east of Southern Oaks Drive, near street light pole SCE 4455745E, for the Pico Canyon Median, on the corner of Ocotillo School Drive and Cie Court for the Ocotillo School Parkway, and on the southwest corner of Hasley Canyon Drive and the Old Road for the Hasley Canyon Roundabout. All irrigation systems for groundcover, shrubs, and trees are a combination of permanent, below ground, water-conserving drip systems and adjustable bubbler systems.

i. Irrigation

- 1) Contractor shall operate the irrigation system so as not to cause excessively wet, "waterlogged" areas. Native and drought-tolerant plant material has been used throughout the project and requires a minimal amount of water. Overwatering may cause the plants to die. The Contractor shall incorporate infrequent deep-watering techniques to encourage deep-rooting, drought-tolerant plant characteristics to promote a self-sustaining, irrigation-free landscape.

- 2) When determining the watering schedule (controller settings for water quantities and frequencies), Contractor shall consider the season, weather (rainfall and temperature), variation in size and varieties of plants, along with the desired infrequent deep-watering technique. From December 1 to March 31 (winter months) the irrigation schedule shall be adjusted to midday to prevent the likelihood of irrigation runoff freezing on adjacent concrete surfaces and sidewalks. From April 1 to November 30, the irrigation schedule shall be set to early morning to maximize infiltration into the soil.
- 3) If necessary, Contractor shall use a moisture sensing device to determine water penetration into the soil.
- 4) Contractor shall turn off the irrigation system at the controller during or following rainy weather when the soil has high enough moisture content that watering is not required.
- 5) If an automatic irrigation system, or a portion of a system, malfunctions, the Contractor shall be responsible for the manual manipulation of that system for a period of 30 days. Contractor shall report all systems which require manual operation to Public Works representative at the end of each week and also on the monthly maintenance report. Contractor's schedule for operating the irrigation system manually shall be approved by Public Works representative for the manual operation to count toward the 30-day required period of manual operation. A system must be manually operated a minimum of once a week for the week to qualify as part of the 30-day required period of manual operation. One manual operation of a system cannot count towards more than one week of the 30-day manual operation requirement. If the system requires manual manipulation for a longer period than the 30-day period the Contractor is required to provide, then Public Works representative may opt to pay the Contractor supplementally to continue the manual manipulation, or may decide to terminate the supplemental irrigation.

- 6) If Public Works approves manual operation of the irrigation system past the 30-day period, the contractor will be reimbursed at the bid hourly rate for personnel to manually operate the system. The County will not pay for preparation time or travel time to and from the jobsite, only the actual time spent manually operating the irrigation system. The Contractor's schedule for operating the irrigation system manually must be approved by Public Works representative as part of the approval for the Contractor to manually operate the irrigation system. The hourly cost to manually operate the irrigation system, past the required 30-day period, is not to be included in the total proposed price. This cost is to be included on As-Needed Additional Items Requiring Department Approval, Schedule of Prices, Item N.3, Hourly Cost for Manual Operation of Irrigation System Past the Required 30-Day period.

ii. Irrigation System – Inspection and Maintenance

- 1) Contractor shall be responsible for the inspection and maintenance of the entire irrigation system and for specific repairs/ replacements. The County will be responsible for the repair or replacement of broken/worn-out components of the irrigation system: automatic controllers, backflow devices, gate valves, flow sensors, pressure regulators, wye strainers, filters, quick couplers, etc. The County will also be responsible for the inspection/certification of the mainline backflow devices located at each water service meter.
- 2) The County may at its discretion have the Contractor make additional repairs and or replacements to the irrigation system. Contractor will be reimbursed for these repairs at the hourly price for irrigation repairs or at a price agreed upon by the County and the Contractor, whichever is least. The County will not pay for preparation time or travel time to and from the job site for these repairs. Contractor may impose a four hour minimum to be charged for emergency repairs. If the Contractor requests the above-mentioned minimum hour charge, it should be noted on the price for the hourly rate. The hourly bid price for irrigation repairs is not to be included in the

total price; it is to be included in the As-Needed Items Requiring Department Approval, Schedule of Prices, Item 4, Hourly Cost for Irrigation System Repairs, 4-Hour Minimum for Emergency Call Out Repairs. For work described in this paragraph, Contractor will be reimbursed for parts provided by the Contractor to make repairs at a price agreed by the Contractor and Public Works representative prior to repair.

- 3) To ensure the operability and the correct adjustment of the irrigation system, Contractor shall cycle controller through each station manually and automatically to check the function of all facets of the irrigation system, report any damage or incorrect operation to Public Works representative, and include that information on the monthly maintenance report. This inspection is to be performed once a month or more frequently if problems/conditions indicate a need. Beyond regular testing, irrigation systems shall be tested/inspected as necessary when damage is suspected, observed, or reported to the Contractor by Public Works. The cost for these additional inspections are to be included in the lump sum price in Section 6, Schedule of Prices, Item L, "All other items of work, such as tree trimming and care, groundcover trimming and care, ornamental grass trimming and care, weed control, litter control, watering and irrigation management, rodent control, graffiti abatement, etc."

iii. Contractor shall perform the following tasks:

- 1) Respond to requests he/she receives from Public Works, pertaining to waterline breaks, etc. requiring an emergency response to shut off water or turn off the irrigation system (other than normal working hours). Contractor will be reimbursed for costs under the As-Needed Additional Items Requiring Department Approval, Schedule of Prices, Item 5, Flat Rate for Emergency Call Back to Shut Off Water/Turn Off Irrigation System.
- 2) Repair or replace damaged bubbler heads and risers as necessary.

- 3) Clean or replace clogged bubbler heads and risers as necessary.
 - 4) Clean or replace clogged or damaged drip line emitters.
 - 5) Repair/replace immediately all broken drip lines or emitters which are causing a loss of water creating ponding or erosion.
 - 6) Maintain the filters for the drip system to help prevent the emitters from clogging. All filters at remote control valves shall be inspected and cleaned every two months. The location of any filter found to be worn out during this inspection shall be reported to Public Works representative within one week of the discovery and also included on the required monthly maintenance report. The drip system filters are located within vaults located at the bottom of the backslope.
 - 7) Inspect and clean mainline filters, wye strainers, basket filters, and the filters at the backflow devices twice a year. The location of any filter found to be worn out during this inspection shall be reported to Public Works representative within one week of the discovery and also included on the required monthly maintenance report.
 - 8) Recover and refasten removed valve box covers. Contractor shall report any missing valve box covers to Public Works representative by the end of the day and also include that information on the required monthly maintenance report.
- iv. The material and labor costs for repairing and replacing all equipment down stream of the backflow device shall be included in the base bid price except the material costs of the remote control valves, gate valves, and quick coupling valves and automatic irrigation controller shall be reimbursed to the Contractor by Public Works, upon receipt of submitted invoice subject to approval by Contract Manager

h. Rodent Control

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

i. Monthly Maintenance Reports

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

4. Work Description – Road Maintenance District 5 and Road Division 556.

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

a. Lawns

- i. Lawn areas, shall be mowed and edged in a professional manner to assure a smooth surface appearance on a weekly basis during the months of May through October and on a

twice monthly basis during the months of November through April.

- ii. Cuttings shall be collected and disposed of on-site at a location designated by Road Maintenance personnel.
 - iii. Apply fertilizers twice annually or as required to stimulate growth.
 - iv. Apply herbicide (weed killer), subject to all applicable laws and regulations, as necessary to deter the growth and spread of undesirable weeds, such as dandelions, etc.
- b. Concrete Areas
- i. All adjacent concrete areas (sidewalks, patios, etc.) shall be swept clean of all leaves, grass, debris, and trash twice a month.
 - ii. Trash/debris shall be collected and disposed of on-site at a location designated by Road Maintenance personnel.
- c. Groundcover and Shrubs
- i. Prune or trim groundcover neatly away from shrubs, trees, walks, walls, headers, etc., twice a month.
 - ii. Prune shrubs and clear hedges to provide adequate clearance and to maintain a natural shape and proper size as a continuous operation so plants shall not develop stray or undesirable growth.
 - iii. Clean and/or rake groundcover beds of all debris, leaves, branches, papers, bottles, etc.
 - iv. Replace dead and missing groundcover plants to maintain full and even planting beds.
 - v. Regularly cultivate the open soil between plants where planting permits. Intruding weeds shall be removed by hand or controlled by chemical means.
 - vi. Apply fertilizer twice annually or as required to stimulate growth. Apply insecticides as needed to maintain healthy plants.

- d. Irrigation System
 - i. Twice a month, inspect the irrigation systems for broken and clogged heads, malfunctioning or leaking valves, or any other condition which hampers the correct operation of the system. The Contractor shall sequence controller where applicable to each station manually on a scheduled basis to check out all facets of the system.
 - ii. Contractor shall, where applicable, adjust and clean sprinkler heads, risers, P.V.C. piping and automatic or manual sprinkler control valves to maintain the system in an efficient operating condition. Sprinkler heads shall be adjusted to provide even water coverage to planted areas. At no additional cost, the Contractor shall replace P.V.C. plastic pipe, fittings, risers (downstream of control valves), and sprinkler heads damaged by the Contractor's operations.
 - iii. The Contractor's replacement and repair of major piping (upstream of automatic control valves), control valves, sprinkler heads, and irrigation controllers due to normal wear and tear or damage caused by others will be outside the scope of this Contract. Public Works, at its option, may perform the work or request the Contractor to make the repair for additional compensation.
 - iv. Contractor shall coordinate with Public Works on-site staff, programming the automatic irrigation controllers to deliver adequate soil moisture as determined by the Contractor's twice monthly inspection. Contractor shall take specific care of keeping irrigation runoff to a minimum. Contractor shall turn off irrigation system or the irrigation clocks during high-moisture periods when watering is not required. Contractor shall coordinate with Public Works staff before turning off irrigation system.
 - v. From December 1 to March 31 (winter months), the watering schedule shall be adjusted to midday to prevent the likelihood of irrigation runoff freezing on adjacent concrete surfaces, such as sidewalks.
 - vi. From April 1 to November 31, the irrigation schedule shall be set to early morning to maximize infiltration into the soil.
- e. Front Parking Lot of Maintenance District 5

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

5. Inspection and Workmanship

- a. Perform all work in a workmanlike manner to the satisfaction of the Contract Manager. Any unacceptable work or areas not meeting the described level of maintenance shall be corrected at no additional cost and shall be accomplished within three days of notification.
- b. Provide adequate supervision to furnish crew direction, surveillance and inspection of workmanship, and adherence to schedules while performing the work under this Contract.
- c. Assign an experienced landscape maintenance supervisor, with all the necessary personnel, materials, tools, and equipment for the complete performance of this work.

D. Hours and Days of Service

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

E. Utilities

The County will provide at its own expense, water and electrical services for the operation of the Contractor's equipment. Contractor shall provide all electrical cords, ladders, and other tools or equipment required in the performance of its duties.

F. Storage Facilities

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

G. 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 California Integrated Waste Management Act of 1989 (AB 939) requires that all cities and counties in the State of California divert materials going to landfill by 50 percent by the Year 2000. According to this mandate, all contractors handling landscape materials for the County shall be required to divert all landscape materials from any landfills and cogeneration facilities. Landscape materials utilized for cogeneration or daily landfill cover may not qualify for diversion credit, and, therefore, may not be acceptable methods of disposal for this material. Contractor shall be required to seek recycling alternatives for these organic, biodegradable landscape materials. Acceptable recycling alternatives would include the utilization of these materials as feedstock for composting, cocomposting, mulching, soil amendment, and wood chip products. Contractor shall be required to arrange for the chipping and transport of all landscape materials to their selected processor with all cost to be borne by the Contractor. Use of any other processing method not listed above will require the approval of Public Works and must qualify for diversion credit as specified in AB 939 or subsequent legislation. Proof of delivery of the material and weight tickets (from an approved public or private scale) shall be required. All debris derived from the services specified herein shall be removed from departmental property and disposed of at the Contractor's expense.

H. Special Safety Requirements

1. All Contractor's personnel shall be expected to observe all applicable Cal/OSHA requirements while at the jobsite. All herbicide applications shall be performed under the direct supervision of a person having an appropriate Qualified Applicators License with the State of California. No spraying shall be performed without a spray recommendation, written, and approved by the County of Los Angeles Agricultural Commissioner/Weights and Measures and/or a California Agricultural Pest Control Adviser registered with the County of Los Angeles Agricultural Commissioner, to be provided by Public Works.
2. Ridge Route Median (Work Location 12), Pico Canyon Median (Work Location 13), Ocotillo School Parkway (Work location 14), and Hasley Canyon Roundabout (Work location 17) during maintenance operations:
 - a. Contractor shall provide traffic control devices in accordance with Work Area Traffic Control Handbook (2001, Ninth Edition).

- b. Contractor shall provide and assure all personnel wear high-visibility vests or jackets or reflectorized garments when working within road right of way.
- c. Contractor shall park vehicles outside traveled way, in a safe manner and surrounded by cone delineators.
- d. Contractor shall not perform any lane closure without prior approval of Public Works.
- e. Contractor shall equip all vehicles used at site with company identification logos or markings that are readily visible to Public Works or law enforcement officials.

I. Maps

Please refer to Exhibit F for Area Maps.

J. Responsibilities of the Contractor

1. The Contractor shall maintain a valid C-27 State Landscaping Contractor's license, a valid California Qualified Applicator License, and a valid California Pest Control Business License.
2. Proposer or its managing employee must have a minimum of three years of experience providing landscape maintenance services; additionally, Proposer's on-site supervising employee must have a minimum of three years of experience supervising landscape maintenance services.
3. The Contractor shall furnish all supervision, labor, materials, tools, equipment, transportation, fertilizer, herbicides, traffic control, and other items needed to perform landscape services as outlined herein and will be compensated in accordance with Form PW-2, Schedule of Prices.
4. The Contractor shall perform all work according to accepted horticultural standards of quality and workmanship to maintain the landscape in the highest possible aesthetic condition.
5. The Contractor shall provide landscape personnel with the skills and experience necessary to perform the various landscape activities for the full performance of this work.
6. Contractor personnel shall inspect the irrigation systems for broken and clogged heads, malfunctioning or leaking valves, or any other conditions which hamper the correct operation of the system.

7. Contractor is responsible for all maintenance items regardless of basin water level. Contractor may not pump water out of a D.B.A.A. basin or channel, or request Public Works to do so at any time.
8. Contractor shall maintain the security of locked facilities by closing and locking all gates. Contractor shall not allow access to any individual on a facility without permission from Public Works. Any damage observed by Contractor to gates, fences, or walls shall be reported to Public Works immediately.
9. Contractor shall return all keys provided by Public Works upon expiration of contract or at request of Public Works.
10. When applicable, the Contractor shall include with the monthly invoice those specialty type maintenance items completed. The following information shall include, but not be limited to:
 - a. Quantity and complete description of all commercial and organic fertilizer(s) used.
 - b. Copies of reports of any chemical, disease, and pest control work performed, as per the California Code of Regulations (CCR), Title 3, Division 6, Sections 6624 and 6627. If any pesticides are applied, the Contractor shall maintain a record of use according to CCR Section 6624. The Contractor shall also submit a Monthly Summary Pesticide Use Report form [PR-ENF-060] to the County of Los Angeles Agricultural Commissioner/Weights and Measures, by the tenth day of the month following the month in which the work was performed, as according to CCR Section 6627. The Contractor shall provide a copy of any submitted report to Public Works within 30 days of completion of the pesticide application.

K. Responsibilities of Public Works

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

1. Public Works will provide access keys to facilities and control panels, and LEIT keys for the D.B.A.A. irrigation controllers.
2. Public Works will provide landscaping and irrigation drawings upon request. It should be noted the landscaping may have been modified subsequent to the original installation, and thus there may be variations between the existing improvements and the drawings. The drawings should be verified in the field by Contractor.

3. Public Works will provide facility location maps. Maps for Sites 1 through 17 are attached and incorporated by reference.

L. Project Safety Official

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

M. 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 from monies due to the Contractor, liquidated damages of three times the amount shown under cost per unit in Form PW-2, Schedule of Prices, for work not performed in accordance with these Specifications.

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, amendments and change orders. Included are all supplemental agreements amending or extending the service to be performed, which may be required to supply acceptable services specified herein.

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 subparagraph as "force majeure events").
2. Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
3. In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

U. Governing Laws, Jurisdiction, and Venue

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

V. Most Favored Public Entity

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

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

W. Nondiscrimination and Affirmative Action

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

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

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

X. Nonexclusivity

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

Y. 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 ten days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
 - b. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance

Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding 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.
1. 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.
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.
 - 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

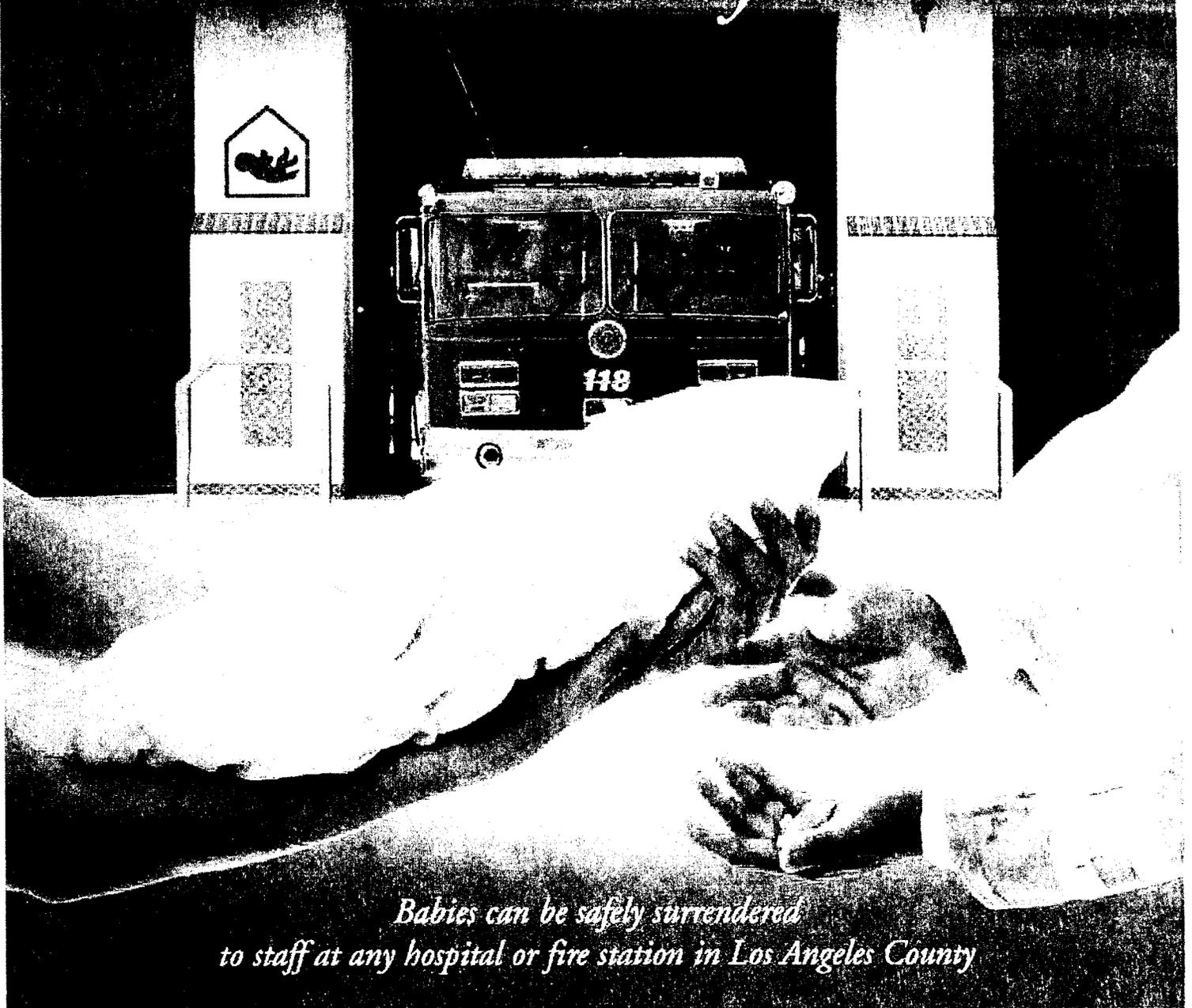
connection with the Work. Whenever requested by the Contract Manager, the Contractor shall provide a certified copy of each such employee's payroll record ("certified payrolls") at the end of each week for the period ending the previous week. Failure to submit such payroll records will result in the 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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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 guilt.

In Los Angeles County, by **SB 1709**, signed by Governor Gray Davis on 10/12/01.

Effective January 1, 2002.



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

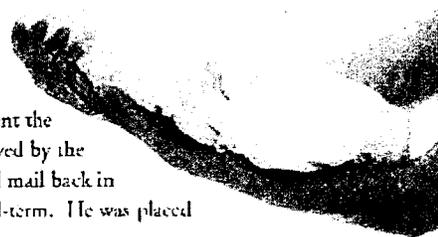
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

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



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, la ley es la Ley de Entrega de Bebés.

Ley de Entrega de Bebés Sin Peligro

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

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir, cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

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

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los 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 brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes 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 brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

2.206.010 Findings and declarations.

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

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

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

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

2.206.030 Applicability.

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

2.206.040 Required solicitation and contract language.

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

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

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in

compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

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

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

provision;

12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

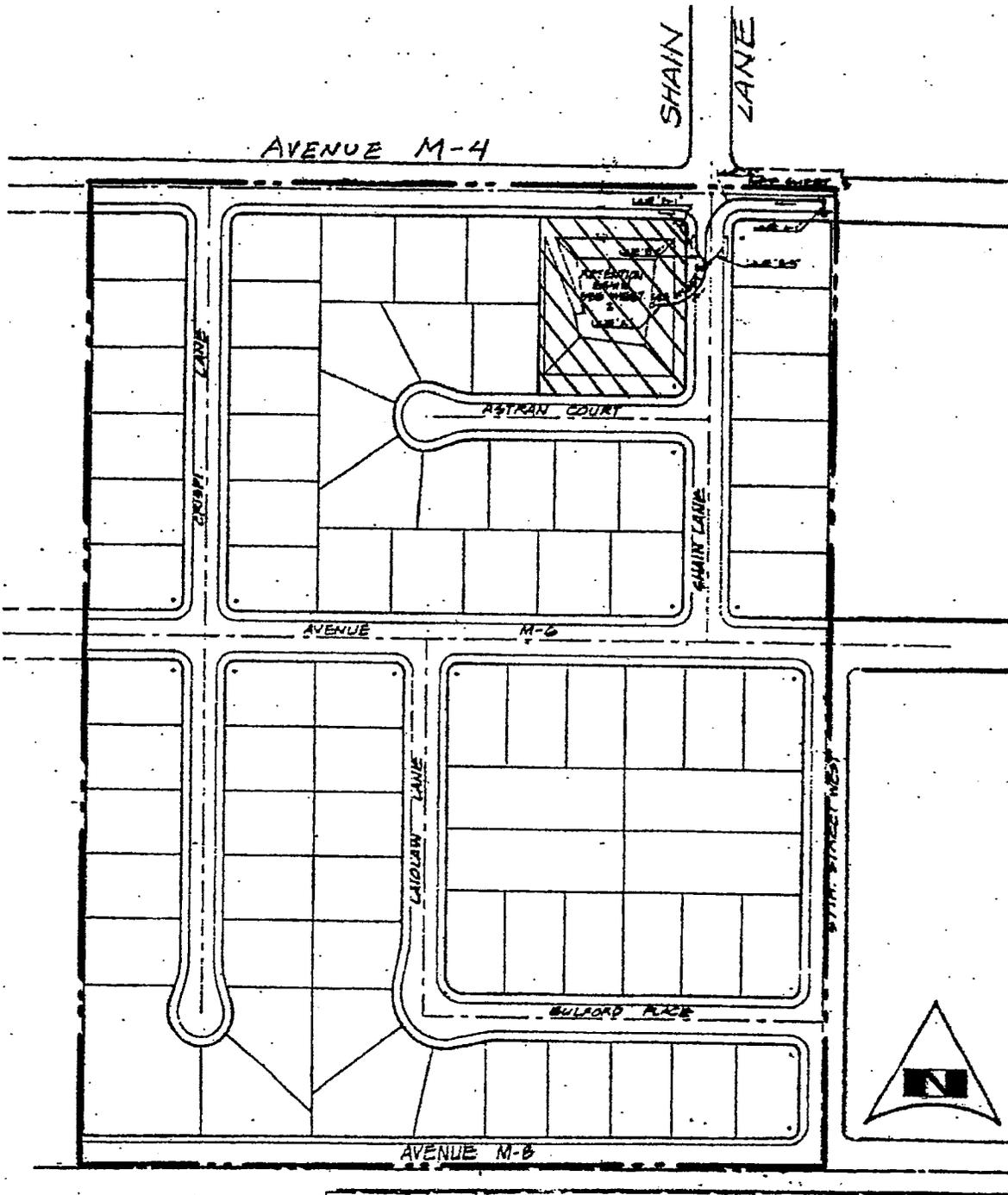
2.206.070 Enforcement and remedies.

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

2.206.080 Severability.

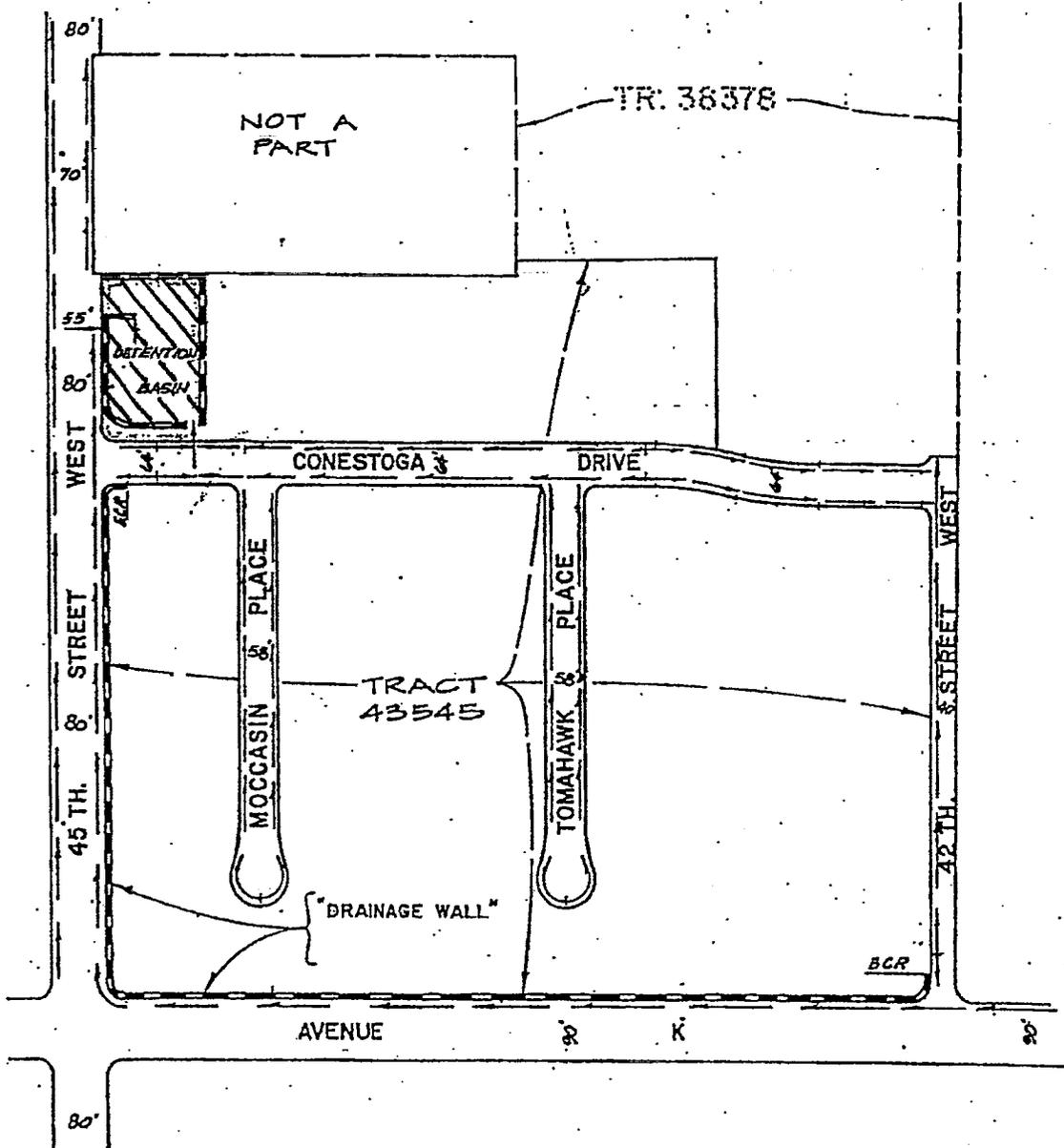
If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

DRAINAGE BASIN ASSESSMENT AREA NO. 5



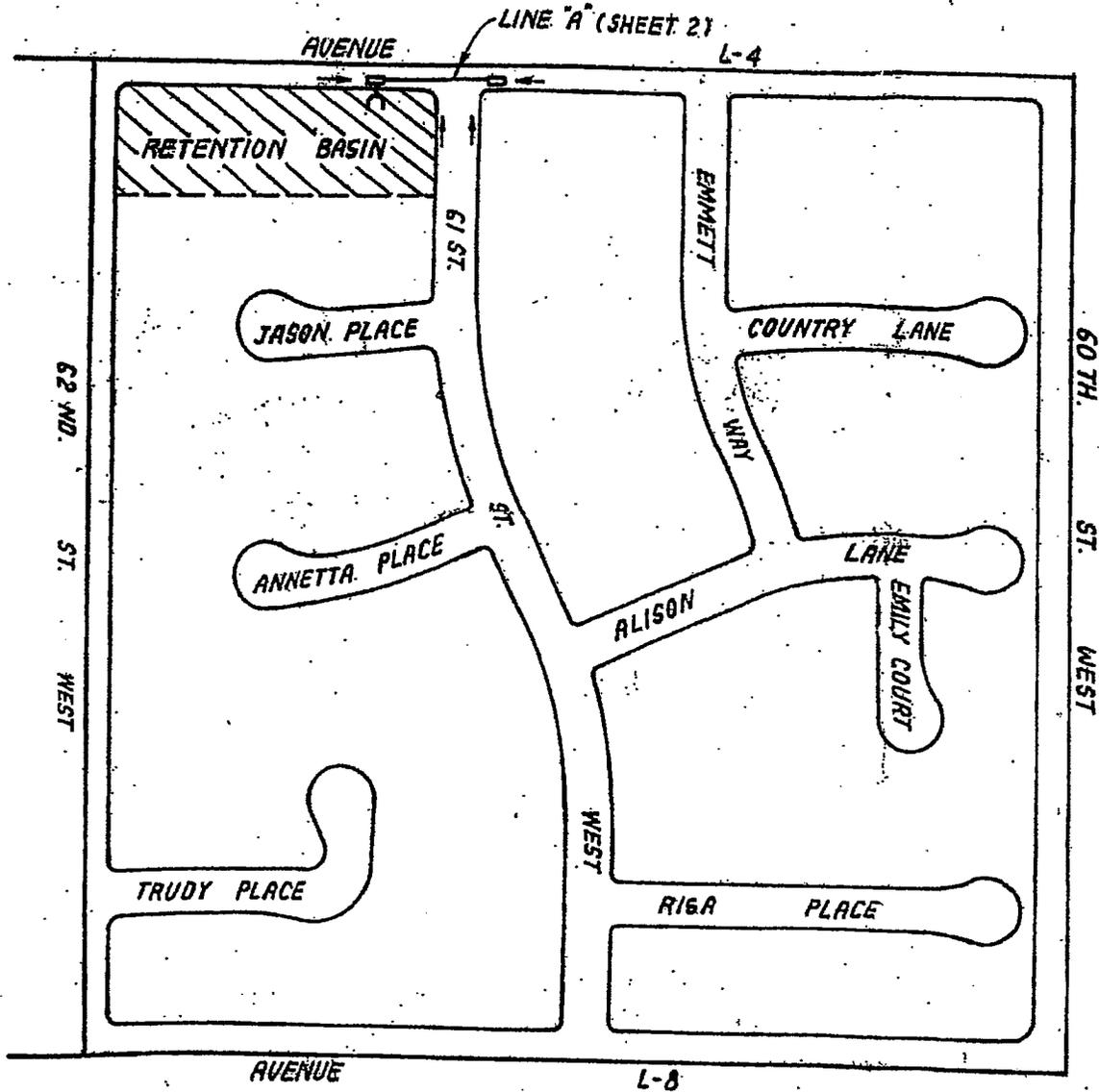
LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS				ROAD MAINTENANCE DISTRICT 5		
D.B.A.A. No. 5				RD 551		
TRACT No. 36395	PD No. 1853	JOB No. R1185500	IG PAGE 4104-F6	SCALE NONE	DATE 01/13/04	

DRAINAGE BASIN ASSESSMENT AREA NO. 8



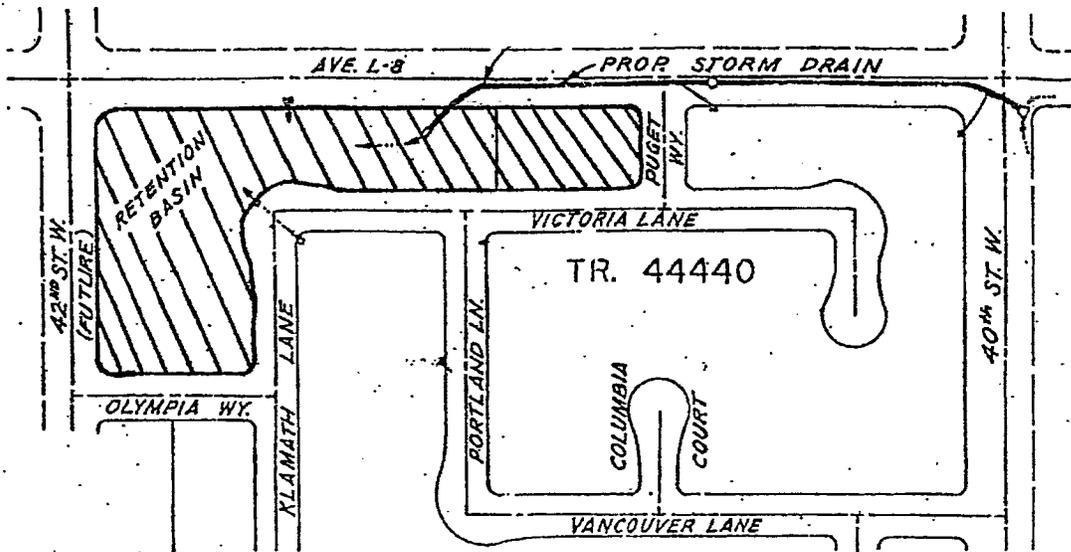
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TRACT No. 43545	PD No. 1937	JOB No. R1185506	TO PAGE 4104-J1	SCALE NONE	DATE 01/13/04	

DRAINAGE BASIN ASSESSMENT AREA NO. 9



LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS				ROAD MAINTENANCE DISTRICT 5		
D.B.A.A. No. 9				RD 551		
TRACT No.	PD No.	JOB No.	TO PAGE	SCALE	DATE	
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DRAINAGE BASIN ASSESSMENT AREA NO: 13



LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS

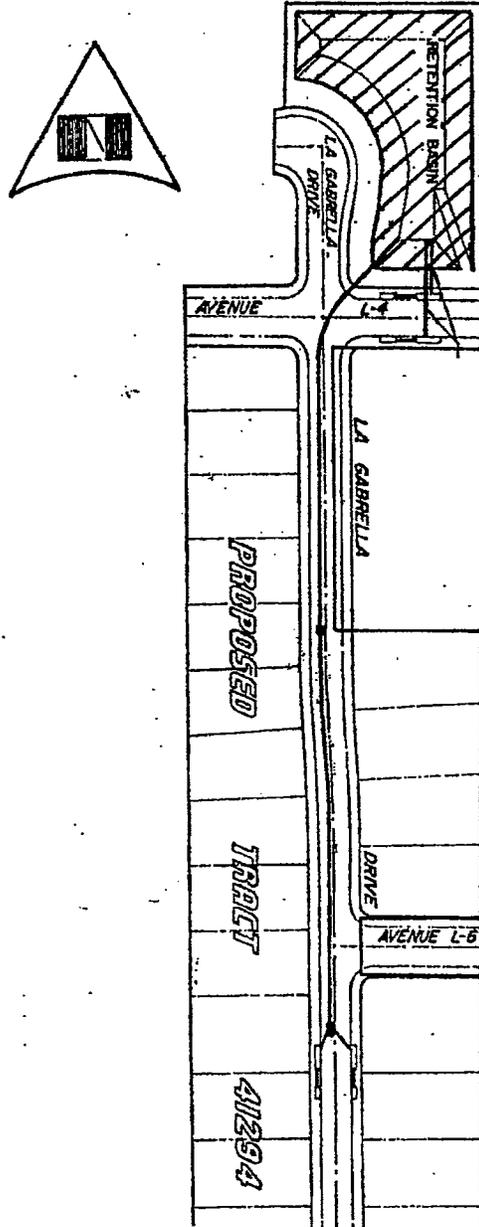
ROAD MAINTENANCE DISTRICT 5

D.B.A. No. 13

RD 551

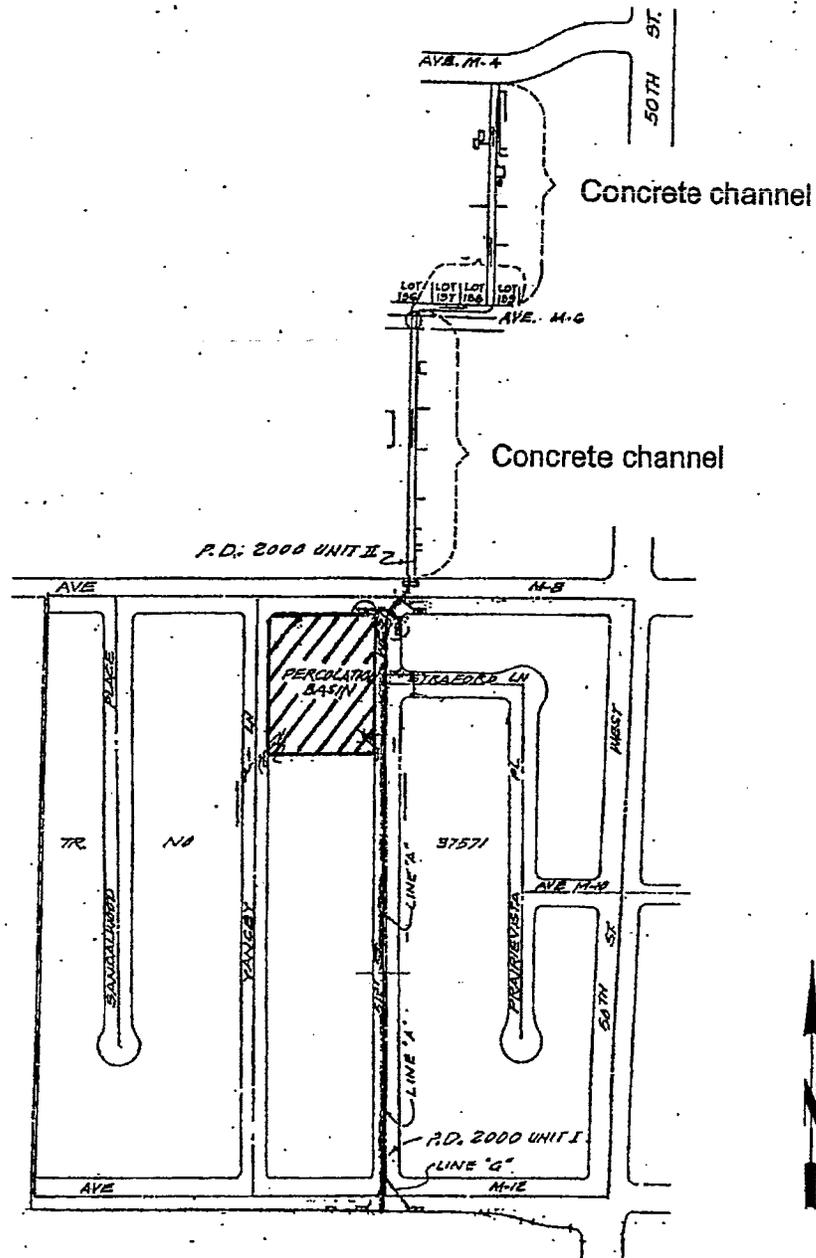
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DRAINAGE BASIN ASSESSMENT AREA NO. 15



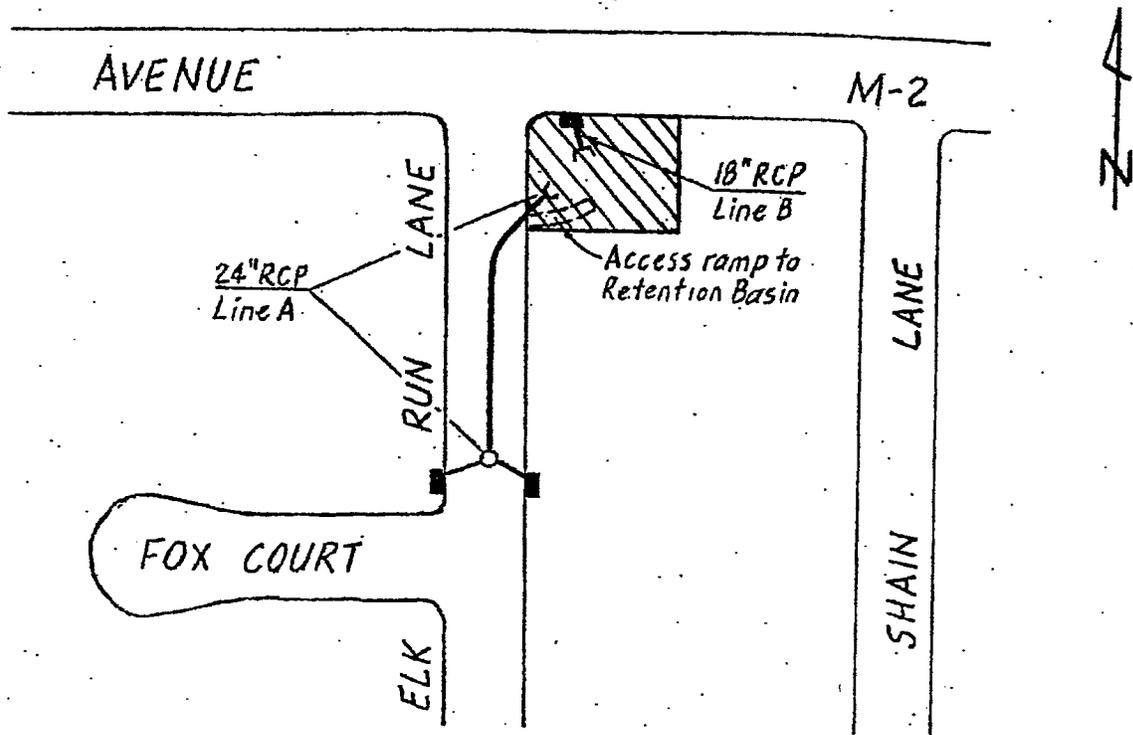
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D.B.A.A. No. 15				RD 551		
TRACT No.	PO No.	JOB No.	TO PAGE	SCALE	DATE	
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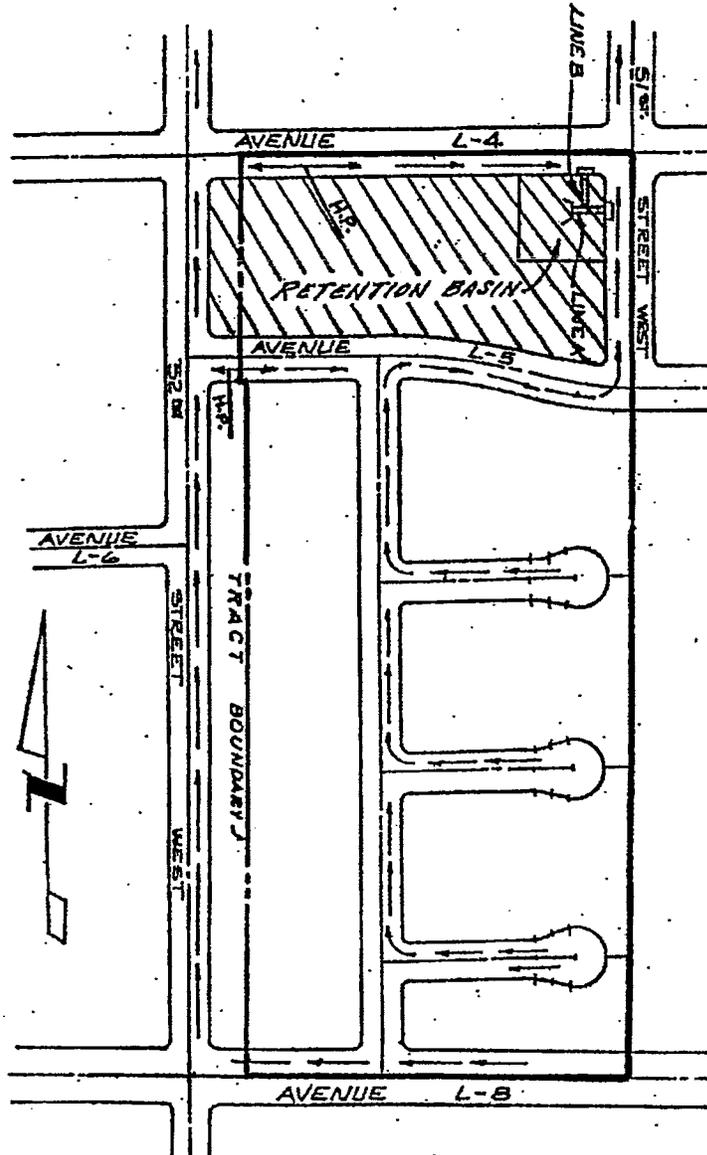
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D.B.A. No. 17				RD 551		
TRACT No.	PD No.	JOB No.	TO PAGE	SCALE	DATE	
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DRAINAGE BASIN ASSESSMENT AREA NO. 22



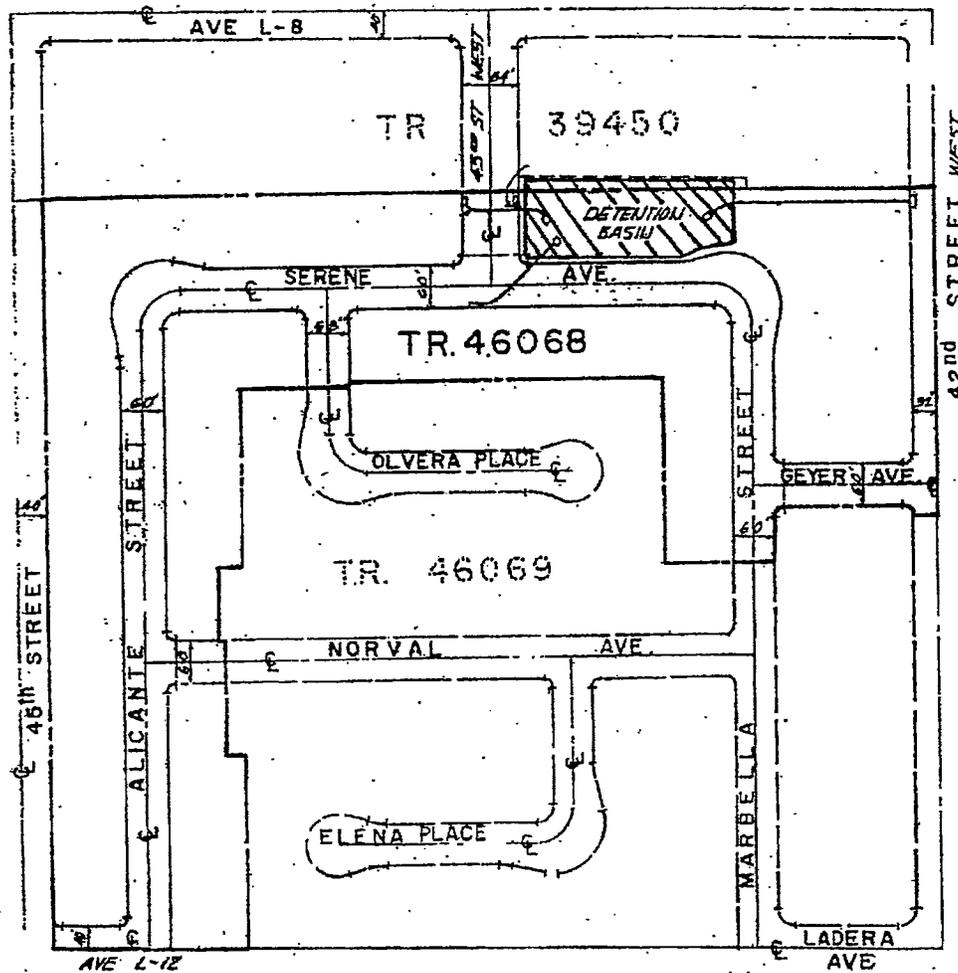
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D.B.A.A. No. 22				RD 551		
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34734	2119	R1185504	4104-F6	NONE	01/13/04	

DRAINAGE BASIN ASSESSMENT AREA NO. 23



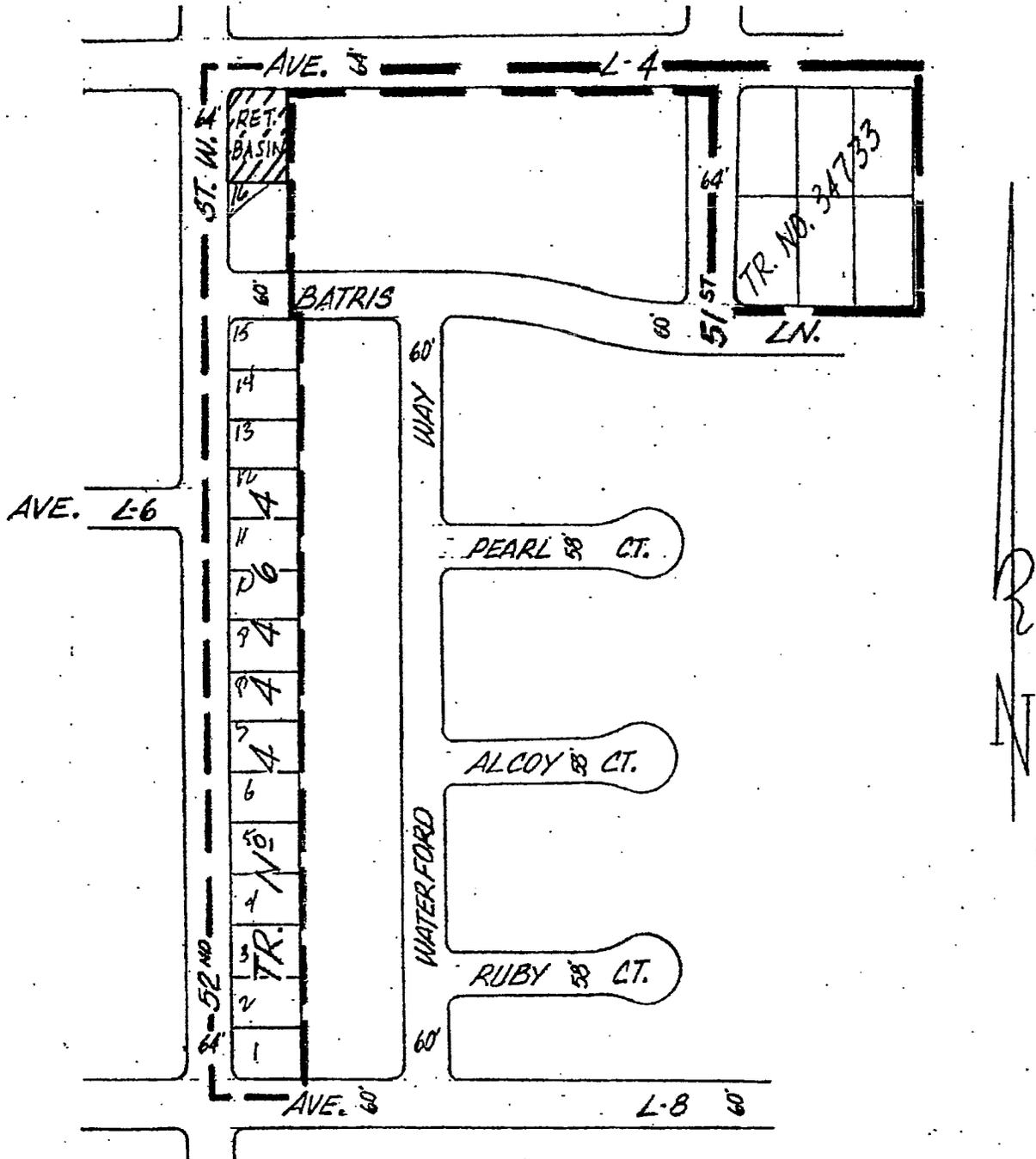
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DRAINAGE BASIN ASSESSMENT AREA NO. 25



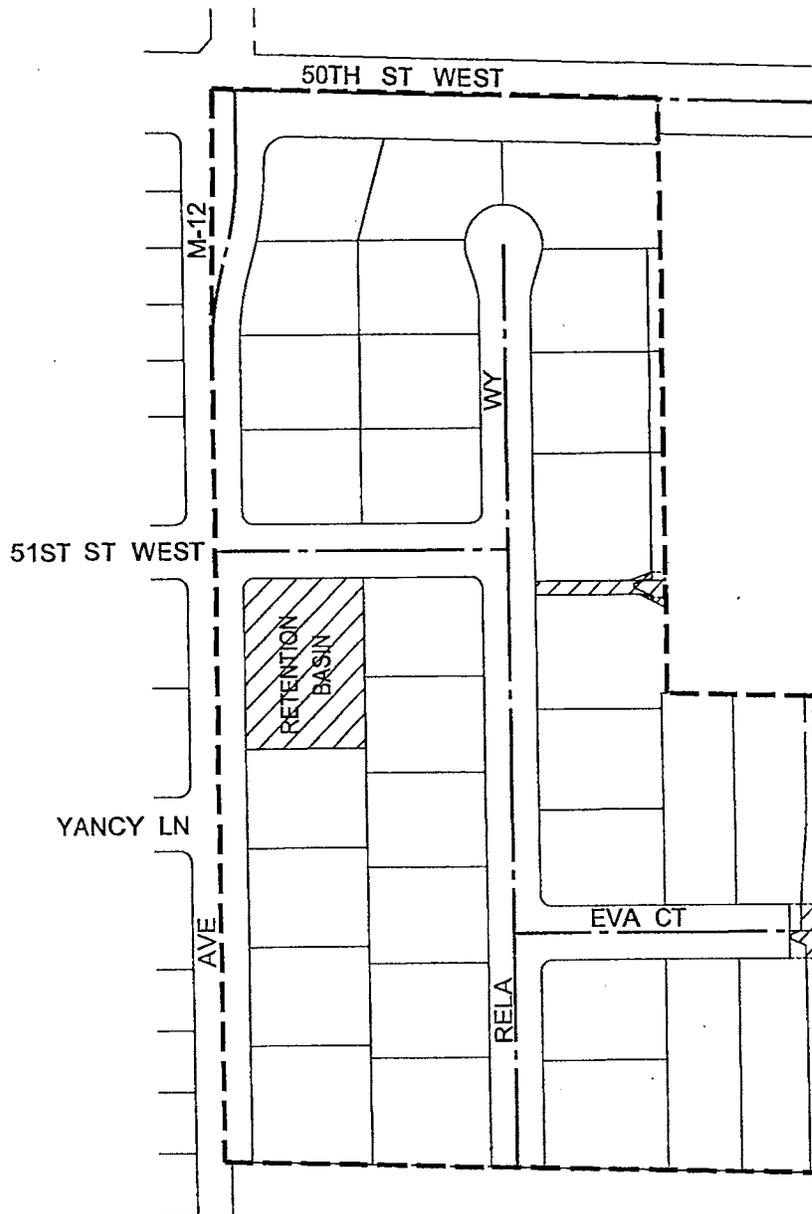
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D.B.A.A. No. 25				RD 551		
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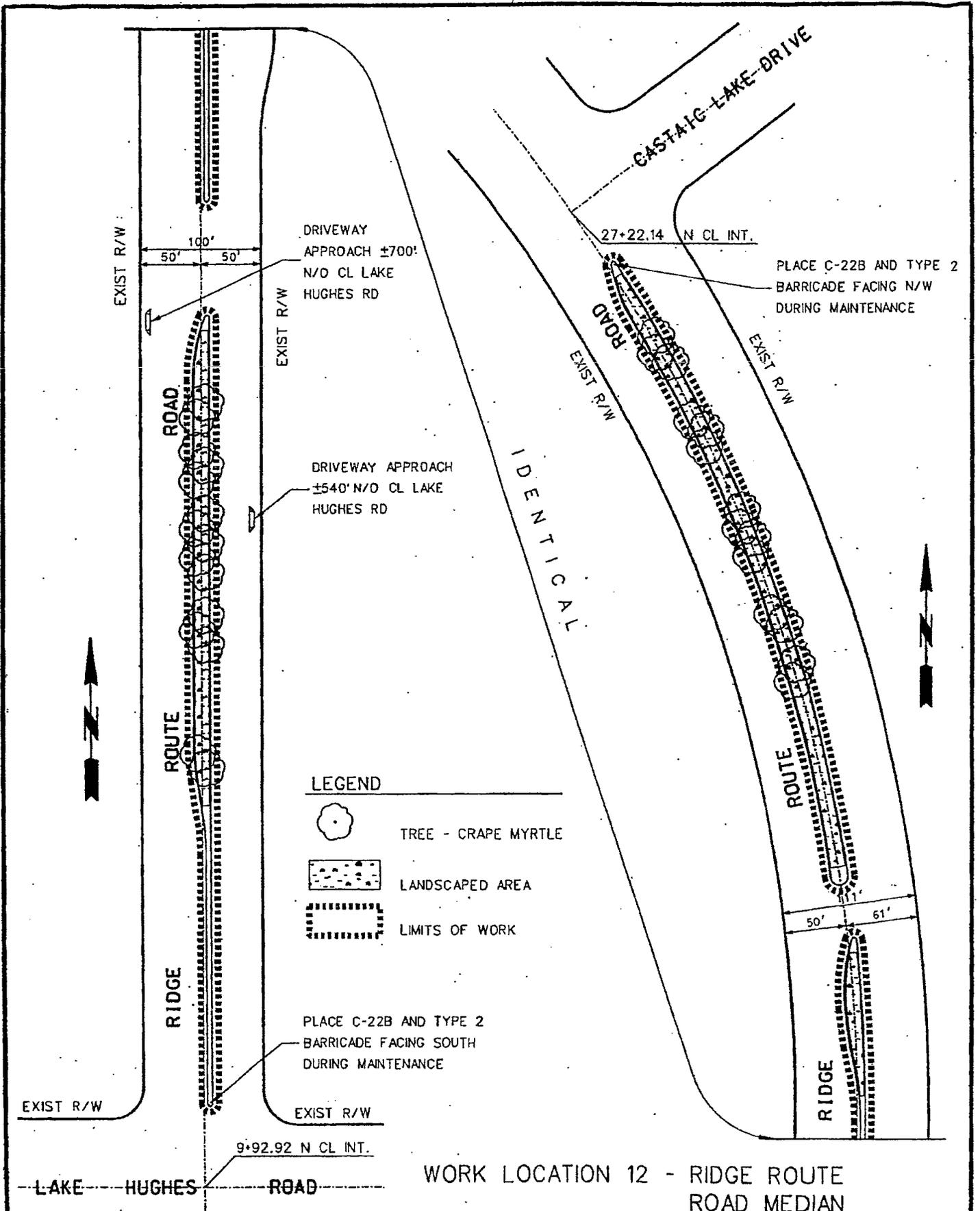
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D.B.A.A. No. 26				RD 551		
TRACT No. 34733 44464	PD No. 2273	JOB No. R1185502	TG PAGE 4104-G4	SCALE NONE	DATE 01/13/04	

DRAINAGE BASIN ASSESSMENT AREA NO. 28



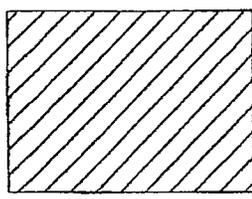
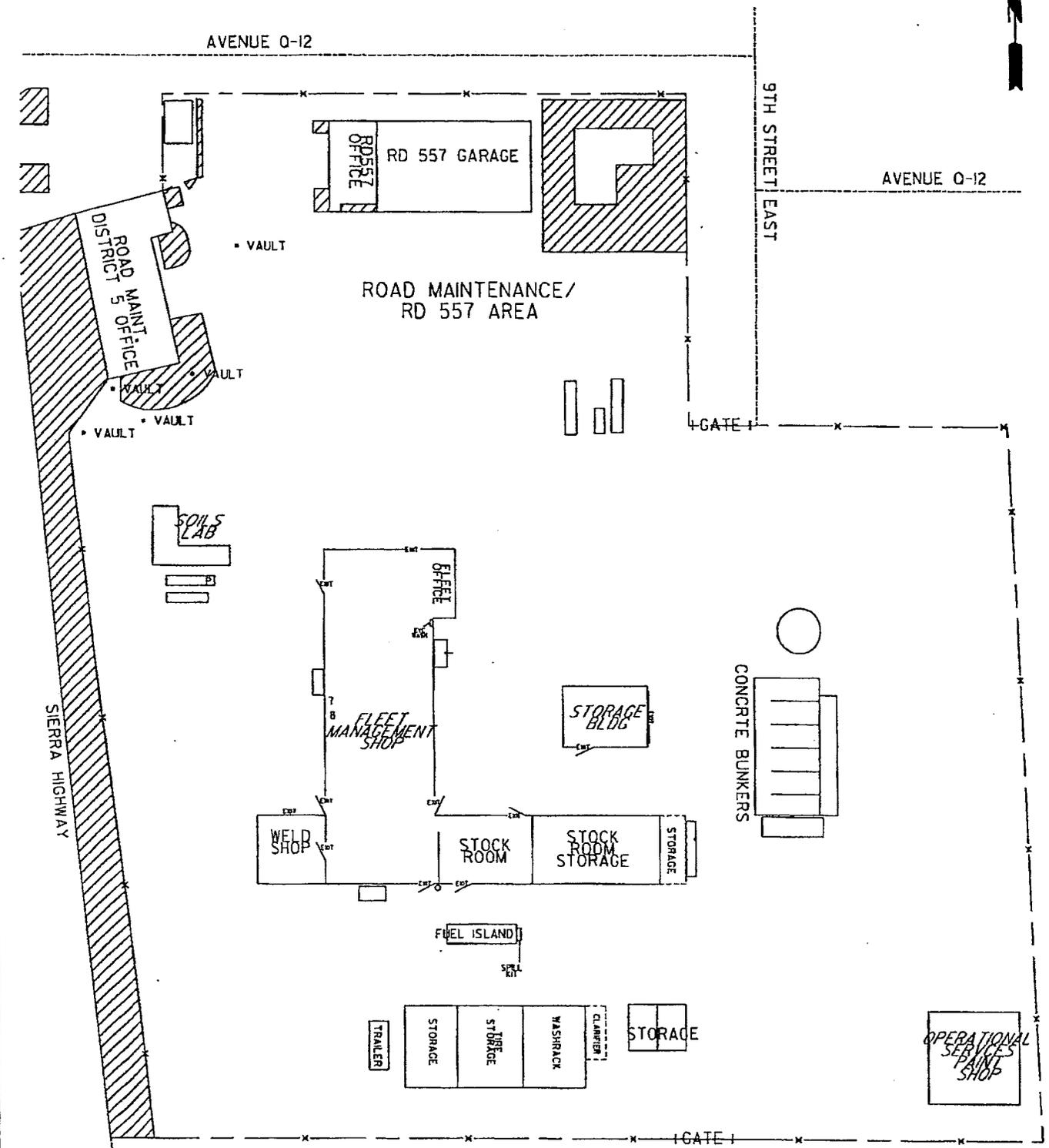
 LANDSCAPE AREA TO BE MAINTAINED

LOS ANGELES COUNTY DEPT OF PUBLIC WORKS			ROAD MAINTENANCE DIVISION - DISTRICT 5		
D.B.A.A. No. 28			RD 551		
TRACT No. 44414	PD No. 2260	JOB No.	T.G. 4104-H7	SCALE NONE	DATE 07/18/12



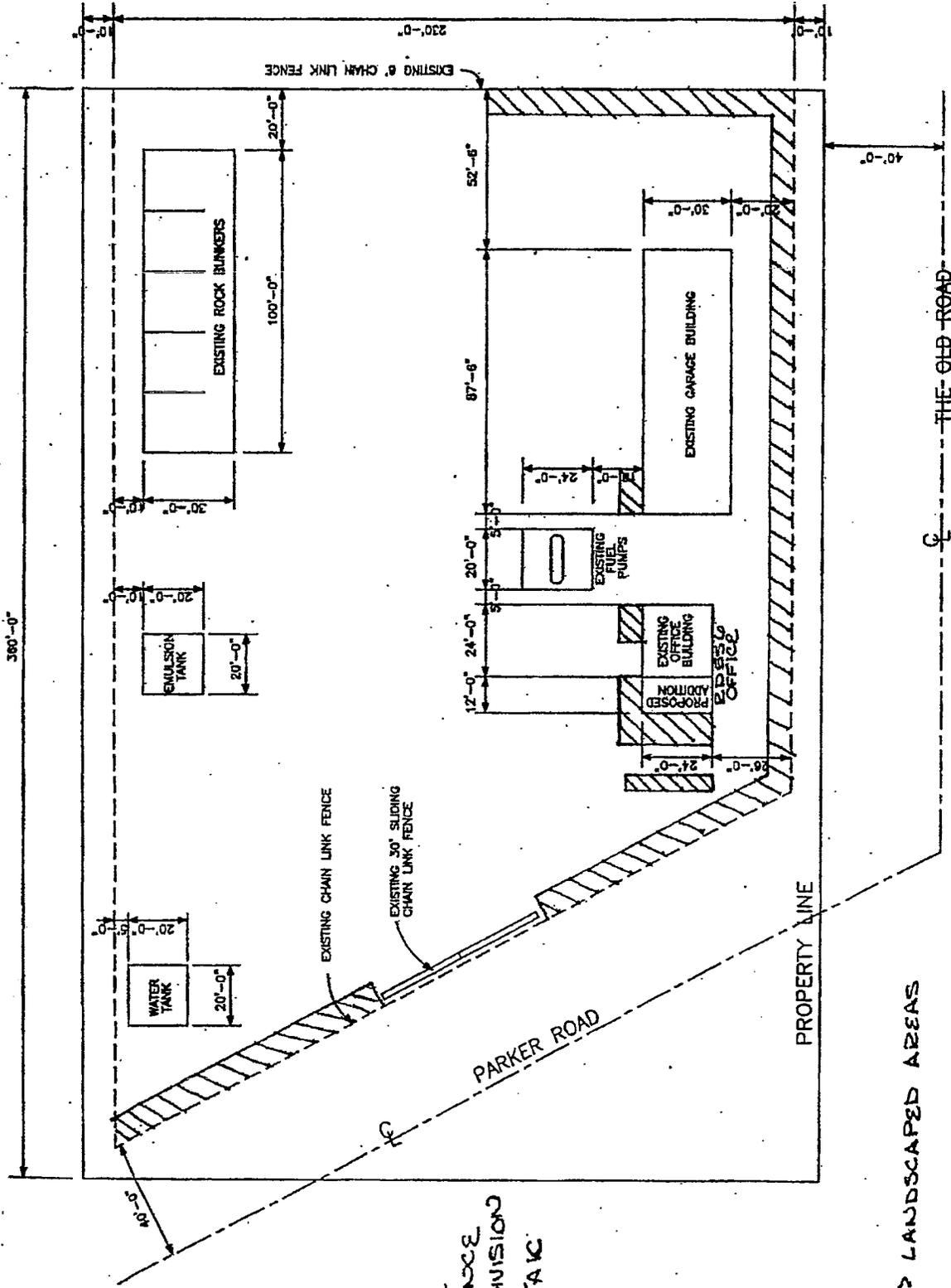
PROJECT NAME MEDIAN LANDSCAPE MAINTENANCE - RIDGE ROUTE RD - LAKE HUGHES ROAD / CASTAIC LAKE DRIVE				PROJECT I.D. No.		
PROJECT ENGINEER G. TONG	C.E. NO. C 60609	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS ROAD MAINTENANCE DIVISION - DISTRICT 5	T.G. 4369	FILENAME	SCALE 1" = 100'	SHEET 1 OF 1

LOS ANGELES COUNTY DEPT OF PUBLIC WORKS
PALMDALE YARD



= LANDSCAPED AREAS

SCALE
1" = APPROX 100'

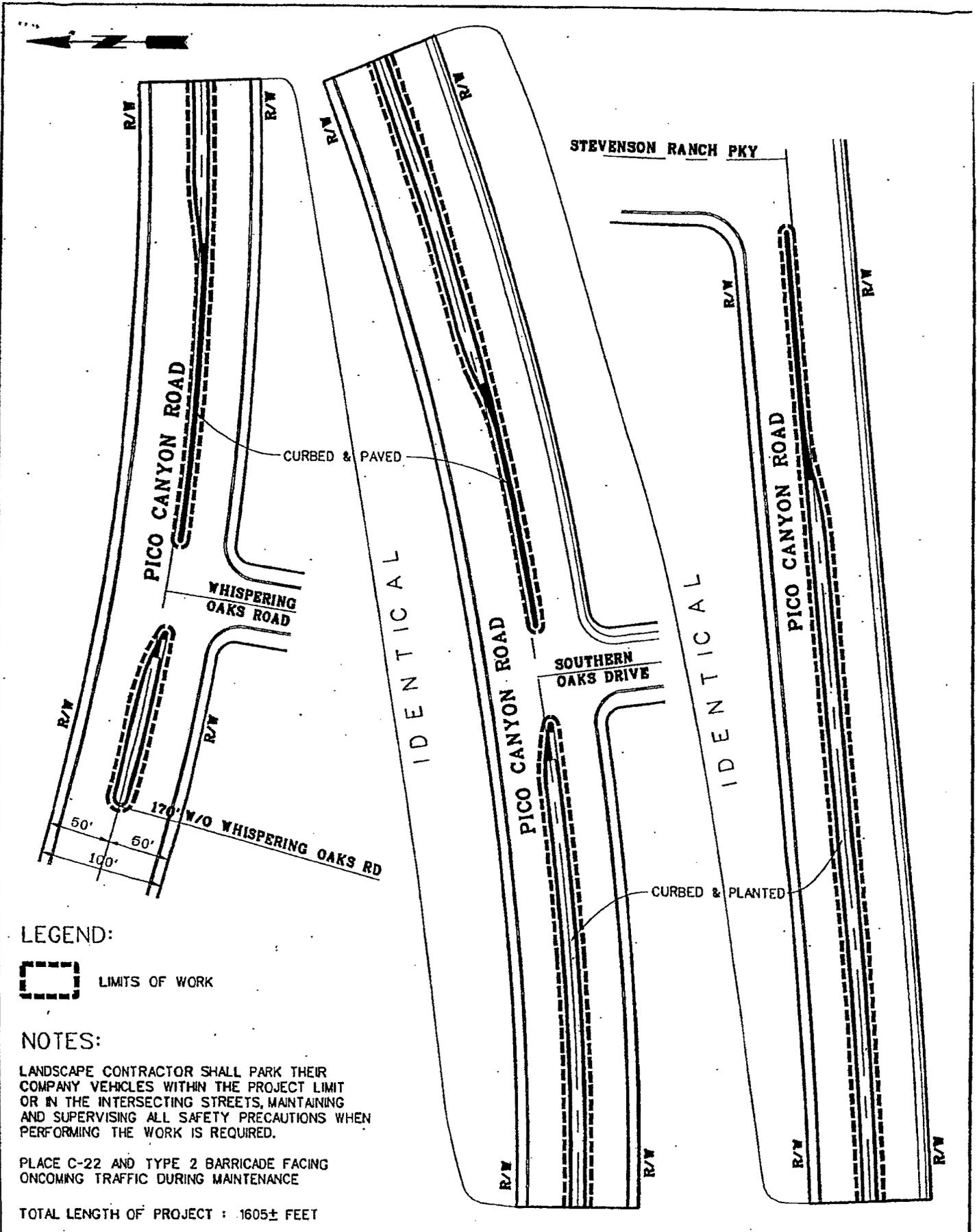


LANDSCAPE
MAINTENANCE
ROAD DIVISION
56, CASTAK

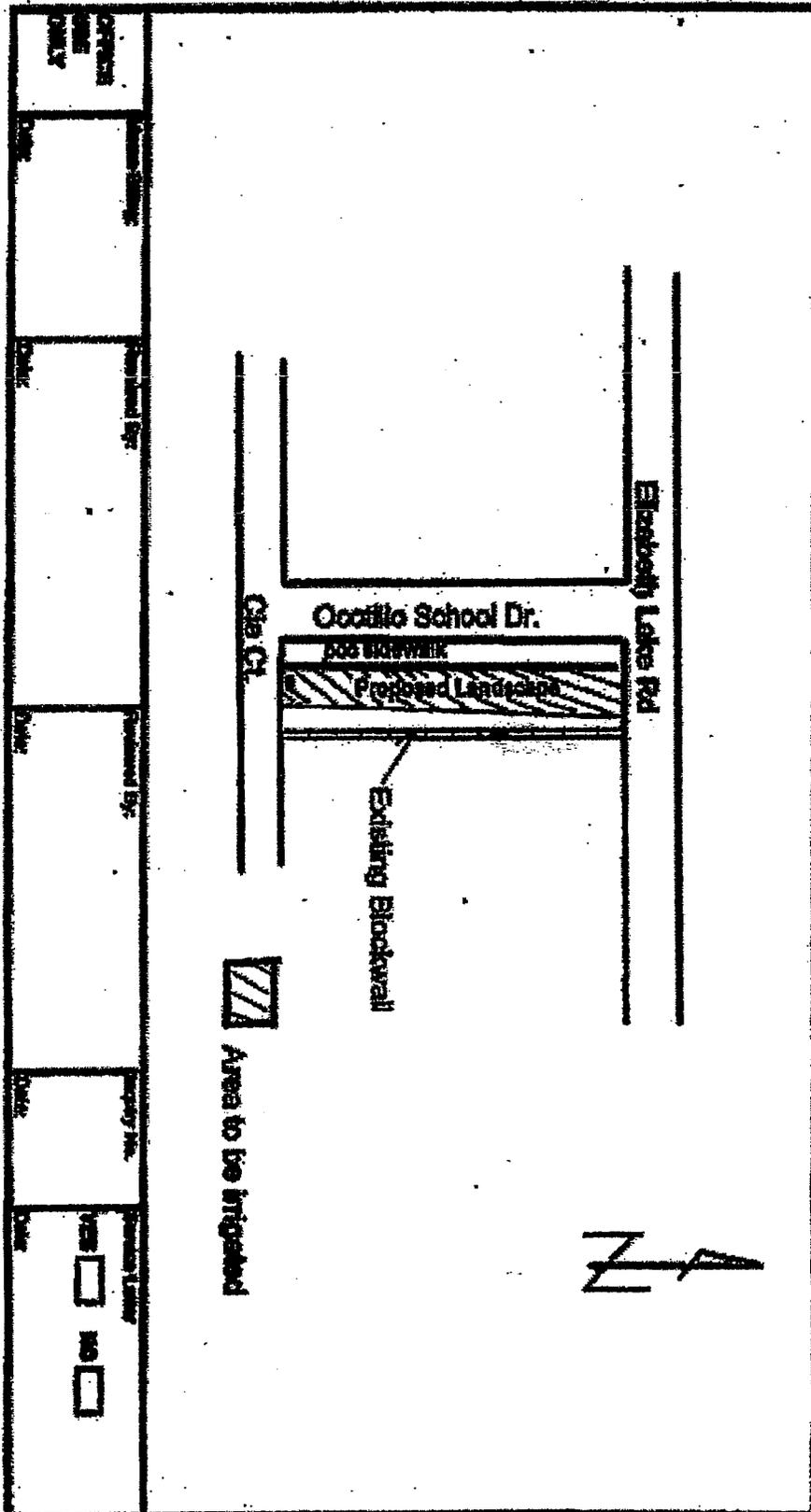
⇒ LANDSCAPED AREAS

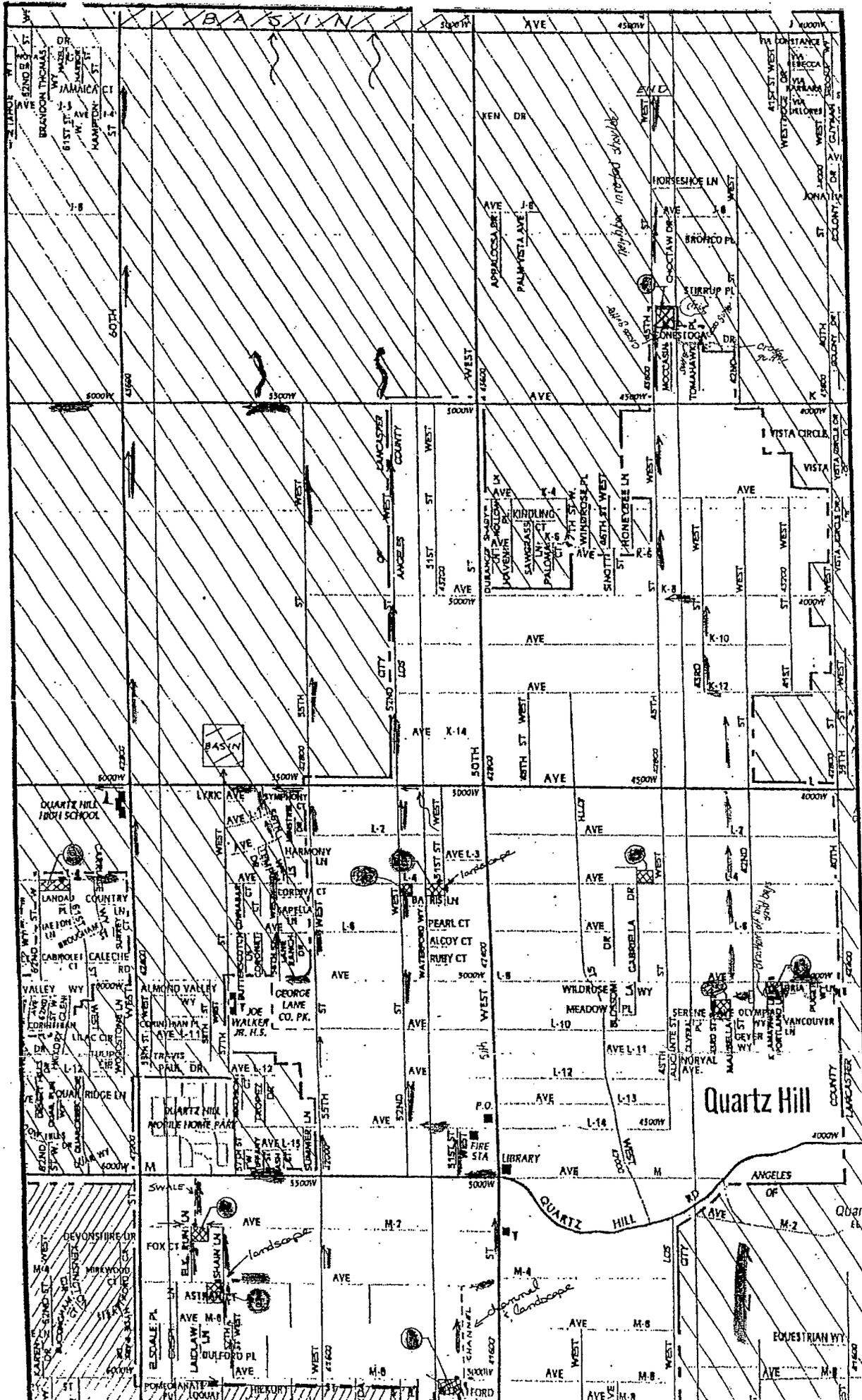


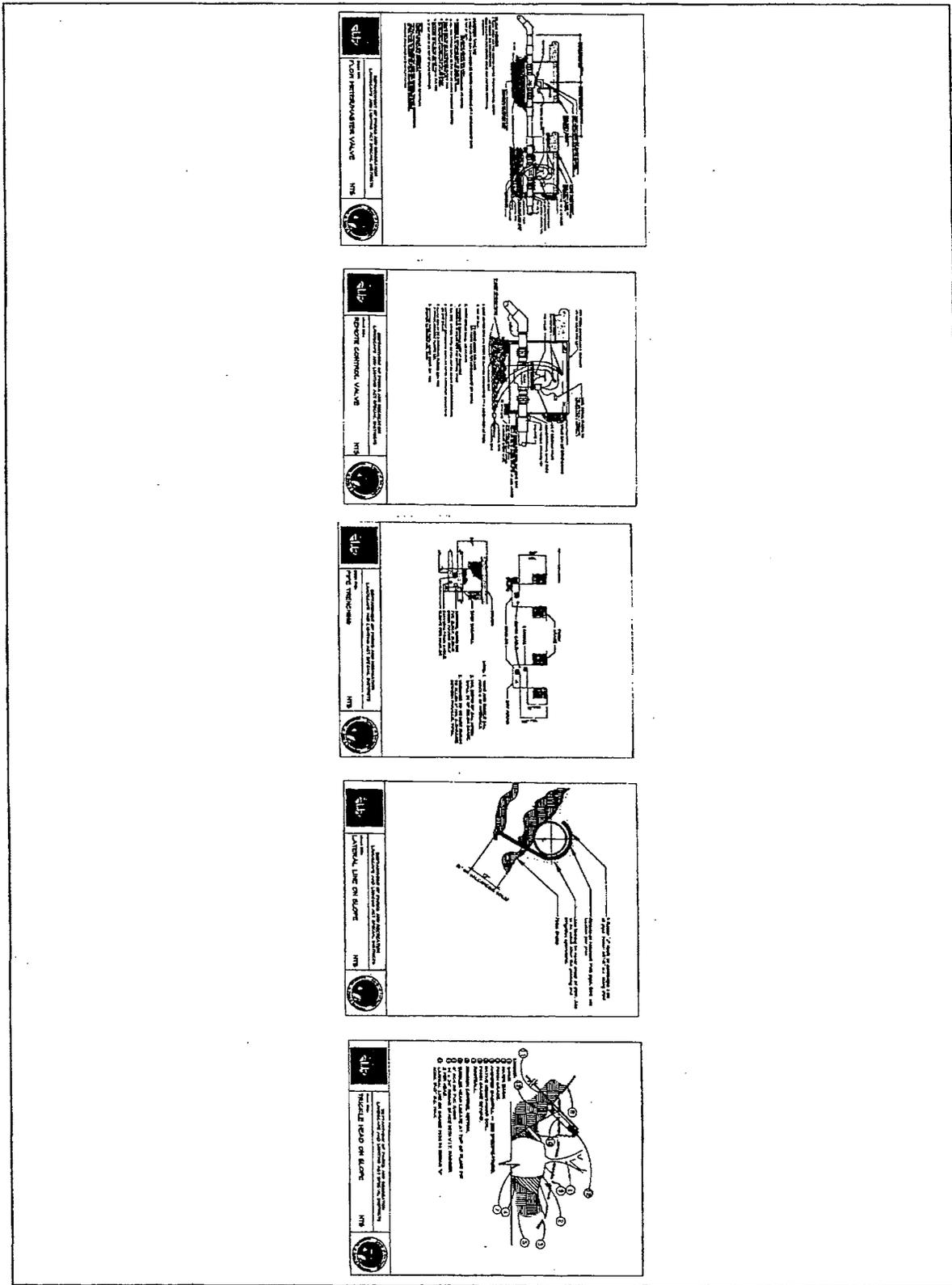
SITE PLAN



PROJECT NAME	MEDIAN LANDSCAPE MAINTENANCE - PICO CANYON ROAD - 170' W/O WHISPERING OAKS ROAD / STEVENSON RANCH PKY				P.C.A. No. X2500836		
PROJECT DESIGNER	G. TONG	C.E. NO. C 80809	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS	T.G.	FILENAME	SCALE	SHEET







JOB NO. 07965
 SHEET
LLAD-2
 3 OF 23



LLAD DETAILS

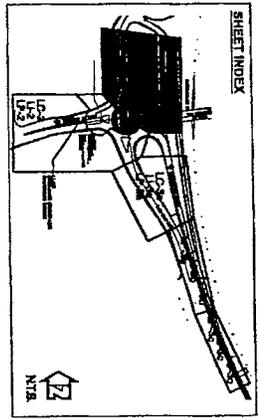
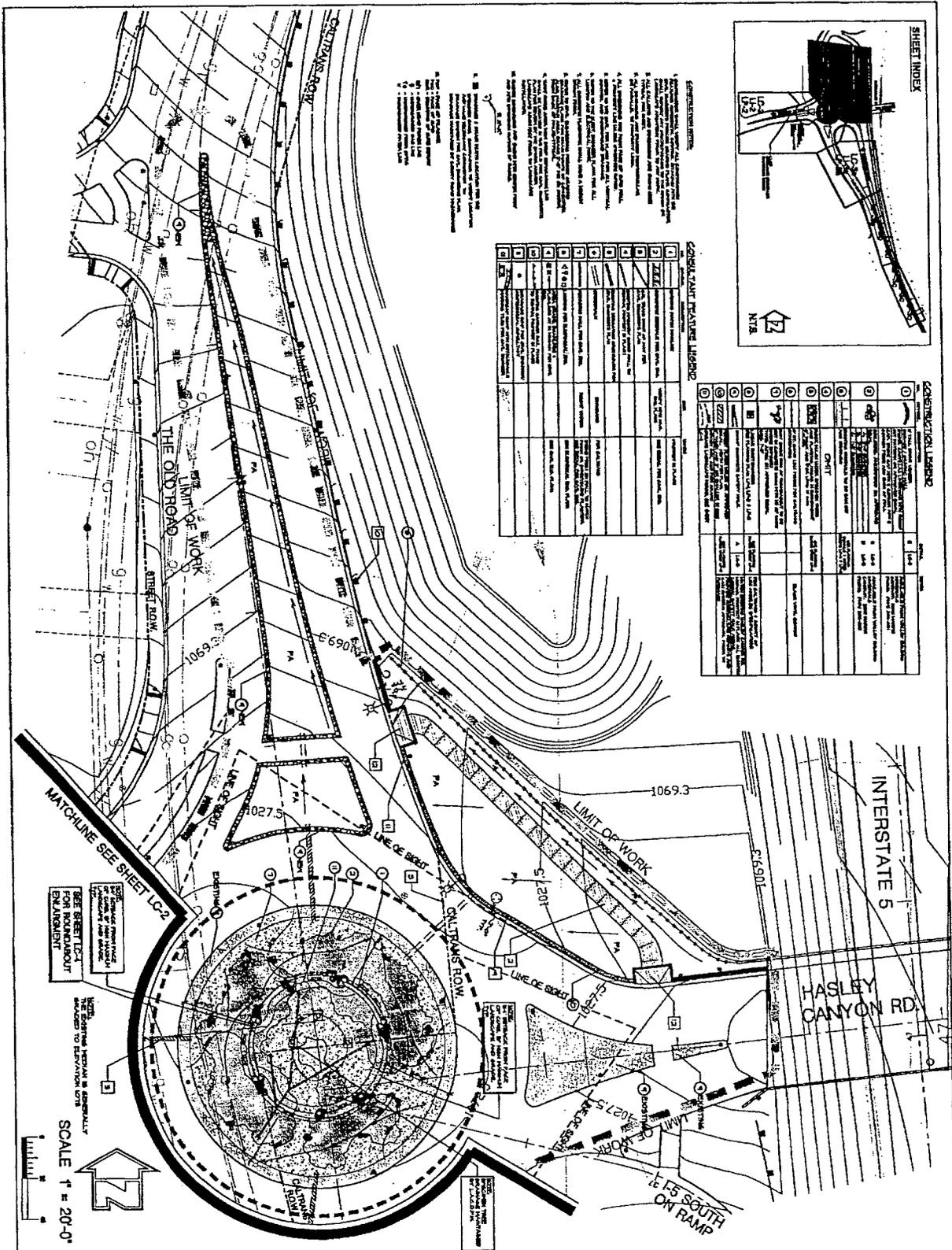
PROJECT STATUS			
OWNER ISSUE	ISSUED	NO ISSUE	ISSUED
AGENCY ISSUE	ISSUED	CONTRACT ISSUE	ISSUED

PROJECT
**NEWHALL LAND
 HASLEY CANYON ROUNDABOUT
 & THE OLD ROAD**
 CAL TRANS IMPROVEMENT AREA
 LANDSCAPE DEVELOPMENT PLANS
 VALLEJO, CALIFORNIA

REVISIONS

CONSULTANTS
VALLEY CREST DESIGN GROUP
 10000 VALLEY CREST DRIVE
 SUITE 100
 VALLEJO, CA 94591
 (714) 557-5852

ValleyCrest Design Group
 PWP Studio
 10000 ValleyCrest Drive
 Suite 100
 Vallejo, CA 94591
 (714) 557-5852



GENERAL NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
2. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.
4. THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE AND EROSION CONTROL MEASURES THROUGHOUT THE PROJECT.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND RESTORATION OF ALL ENVIRONMENTAL FEATURES.
6. THE CONTRACTOR SHALL MAINTAIN ADEQUATE SAFETY MEASURES AND TRAFFIC CONTROL DURING CONSTRUCTION.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND RESTORATION OF ALL CULTURAL RESOURCES.
8. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL CONSTRUCTION ACTIVITIES.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND RESTORATION OF ALL HISTORIC STRUCTURES AND FEATURES.
10. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL CONSTRUCTION ACTIVITIES.

CONSTRUCTION MATERIALS LISTING

NO.	DESCRIPTION	QUANTITY	UNIT	REMARKS
1	GRAVEL	1000	CU YD	
2	CRUSHED GRANITE	500	CU YD	
3	PORTLAND CEMENT	100	TONS	
4	ASPHALT	1000	CU YD	
5	CONCRETE	1000	CU YD	
6	STEEL	100	TONS	
7	BRICK	1000	1000'S	
8	ROOFING	1000	SQ YD	
9	PAINT	100	GALLONS	
10	LANDSCAPING	1000	SQ YD	

CONSTRUCTION LOG

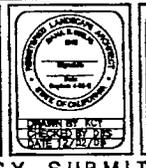
DATE	DESCRIPTION	BY
05/18/10	CONSTRUCTION START	J. SMITH
05/19/10	GRAVEL DELIVERY	J. SMITH
05/20/10	CRUSHED GRANITE DELIVERY	J. SMITH
05/21/10	PORTLAND CEMENT DELIVERY	J. SMITH
05/22/10	ASPHALT DELIVERY	J. SMITH
05/23/10	CONCRETE DELIVERY	J. SMITH
05/24/10	STEEL DELIVERY	J. SMITH
05/25/10	BRICK DELIVERY	J. SMITH
05/26/10	ROOFING DELIVERY	J. SMITH
05/27/10	PAINT DELIVERY	J. SMITH
05/28/10	LANDSCAPING DELIVERY	J. SMITH

SEE SHEET LC-2 FOR PLAN AND ELEVATION.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND RESTORATION OF ALL ENVIRONMENTAL FEATURES.

SCALE 1" = 20'-0"

CONTRACT NO. 12345
SHEET LC-1
OF 22



CONSTRUCTION PLAN
S.A. COUNTY MAINTAINED

PROJECT STATUS
OWNER: S.A. COUNTY
DESIGNER: J. SMITH
DATE: 05/18/10

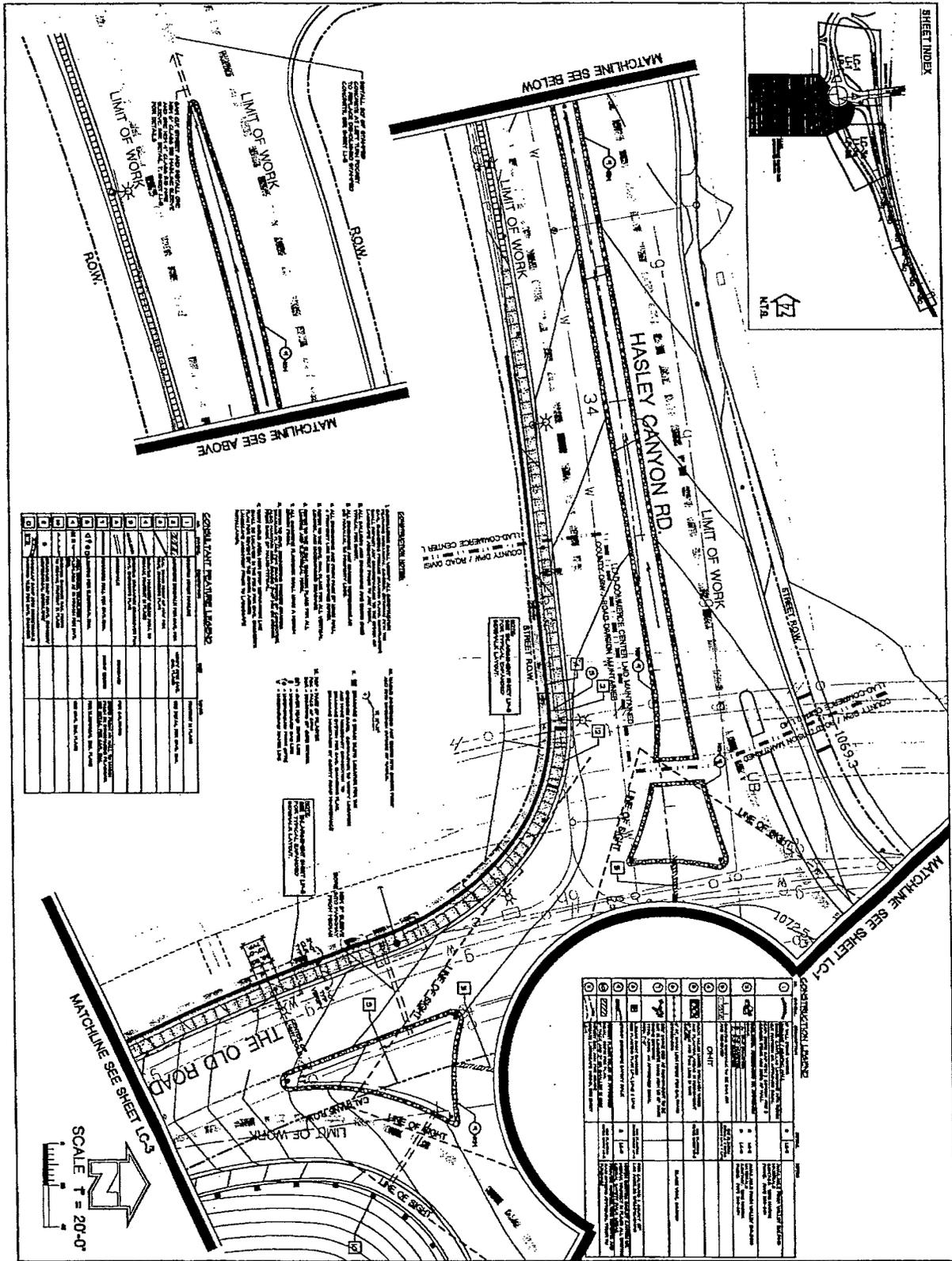
PROJECT
NEWHALL LAND
HASLEY CANYON ROUNDABOUT & THE OLD ROAD
CAL TRANS IMPROVEMENT AREA
LANDSCAPE DEVELOPMENT PLANS
VALLEJO, CALIFORNIA

REVISIONS

1	ISSUED FOR PERMIT
2	REVISED PER COMMENTS
3	REVISED PER COMMENTS
4	REVISED PER COMMENTS

CONSULTANTS
VALLEY CREST DESIGN GROUP
12345 MAIN ST
VALLEJO, CA 94591
(714) 557-5852

AGENCY SUBMITTAL # 4
DATE: 05/18/10



CONSULTANT MATERIAL LEGEND

Symbol	Description
(A)	Asphalt Concrete
(B)	Concrete
(C)	Gravel
(D)	Grass
(E)	Soil
(F)	Water
(G)	Existing Pavement
(H)	Proposed Pavement
(I)	Proposed Concrete
(J)	Proposed Gravel
(K)	Proposed Grass
(L)	Proposed Soil
(M)	Proposed Water
(N)	Proposed Existing Pavement
(O)	Proposed Proposed Pavement
(P)	Proposed Proposed Concrete
(Q)	Proposed Proposed Gravel
(R)	Proposed Proposed Grass
(S)	Proposed Proposed Soil
(T)	Proposed Proposed Water

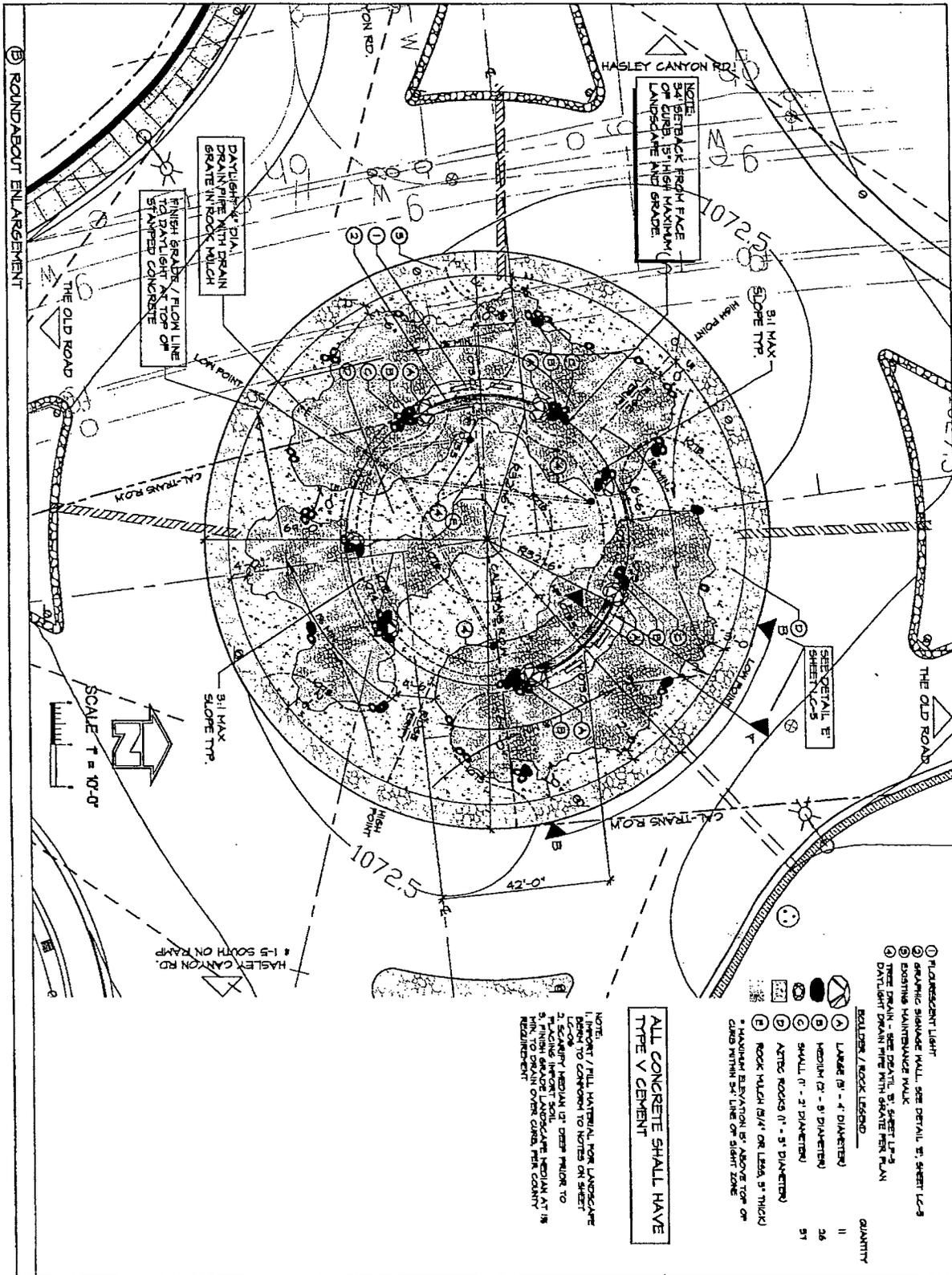
GENERAL NOTES

1. All work shall be in accordance with the latest edition of the California Department of Transportation Standard Specifications for Road and Bridge Construction.
2. The contractor shall be responsible for obtaining all necessary permits and approvals from the appropriate agencies.
3. The contractor shall maintain access to all existing utilities and structures throughout the project.
4. The contractor shall be responsible for the safety of all workers and the public during the construction process.
5. The contractor shall be responsible for the protection of all existing trees and vegetation.
6. The contractor shall be responsible for the removal and disposal of all construction waste.
7. The contractor shall be responsible for the maintenance of all construction equipment and materials.
8. The contractor shall be responsible for the completion of all construction work within the specified time frame.
9. The contractor shall be responsible for the submission of all required reports and documentation.
10. The contractor shall be responsible for the final inspection and acceptance of the project.

REVISIONS

No.	Description	Date
1	Initial Issue	05/18/10
2	Revised	05/18/10
3	Revised	05/18/10
4	Revised	05/18/10
5	Revised	05/18/10
6	Revised	05/18/10
7	Revised	05/18/10
8	Revised	05/18/10
9	Revised	05/18/10
10	Revised	05/18/10

<p>JOB NO. 00888 SHEET LC-2 5 OF 21</p>		<p>CONSTRUCTION PLAN (LA COUNTY MAINTAINED EXCEPT MEDIAN ON HASLEY CANYON RD.)</p> <p>PROJECT STATUS</p> <table border="1"> <tr> <td>OWNER: S&P</td> <td>STATUS: NO BIDS</td> <td>DATE: 05/18/10</td> </tr> <tr> <td>AGENCY: S&P</td> <td>CONTRACT: S&P</td> <td>STATUS: OUTSIDE</td> </tr> </table>	OWNER: S&P	STATUS: NO BIDS	DATE: 05/18/10	AGENCY: S&P	CONTRACT: S&P	STATUS: OUTSIDE	<p>PROJECT: NEWHALL LAND HASLEY CANYON ROUNDABOUT & THE OLD ROAD CAL TRANS IMPROVEMENT AREA LANDSCAPE DEVELOPMENT PLANS VILLAGIA, CALIFORNIA</p>	<p>REVISIONS</p> <table border="1"> <tr> <td>1</td> <td>2</td> <td>3</td> <td>4</td> <td>5</td> <td>6</td> <td>7</td> <td>8</td> <td>9</td> <td>10</td> </tr> </table>	1	2	3	4	5	6	7	8	9	10	<p>CONSULTANTS</p> <p>Valley Crest Design Group 1000 S. Bascom Avenue San Jose, CA 95128 (415) 961-1000 www.valleycrest.com</p>	<p>NEWHALL LAND PLAN CONTROL</p> <p>Print Date: 05/18/10 Scale: AS SHOWN</p>
OWNER: S&P	STATUS: NO BIDS	DATE: 05/18/10																				
AGENCY: S&P	CONTRACT: S&P	STATUS: OUTSIDE																				
1	2	3	4	5	6	7	8	9	10													



JOB NO. 07888
 SHEET
LC-4
 7 OF 23



CONSTRUCTION DETAILS
 (ROUNDBOUT ENLARGEMENT)

PROJECT STATUS

OWNER SHEET	DATE	BY	CHKD.	DATE
DESIGNER SHEET	DATE	BY	CHKD.	DATE

PROJECT
NEWHALL LAND
HASLEY CANYON ROUNDBOUT & THE OLD ROAD
 CAL TRANS IMPROVEMENT AREA
 LANDSCAPE DEVELOPMENT PLANS
 VALINCIA, CALIFORNIA

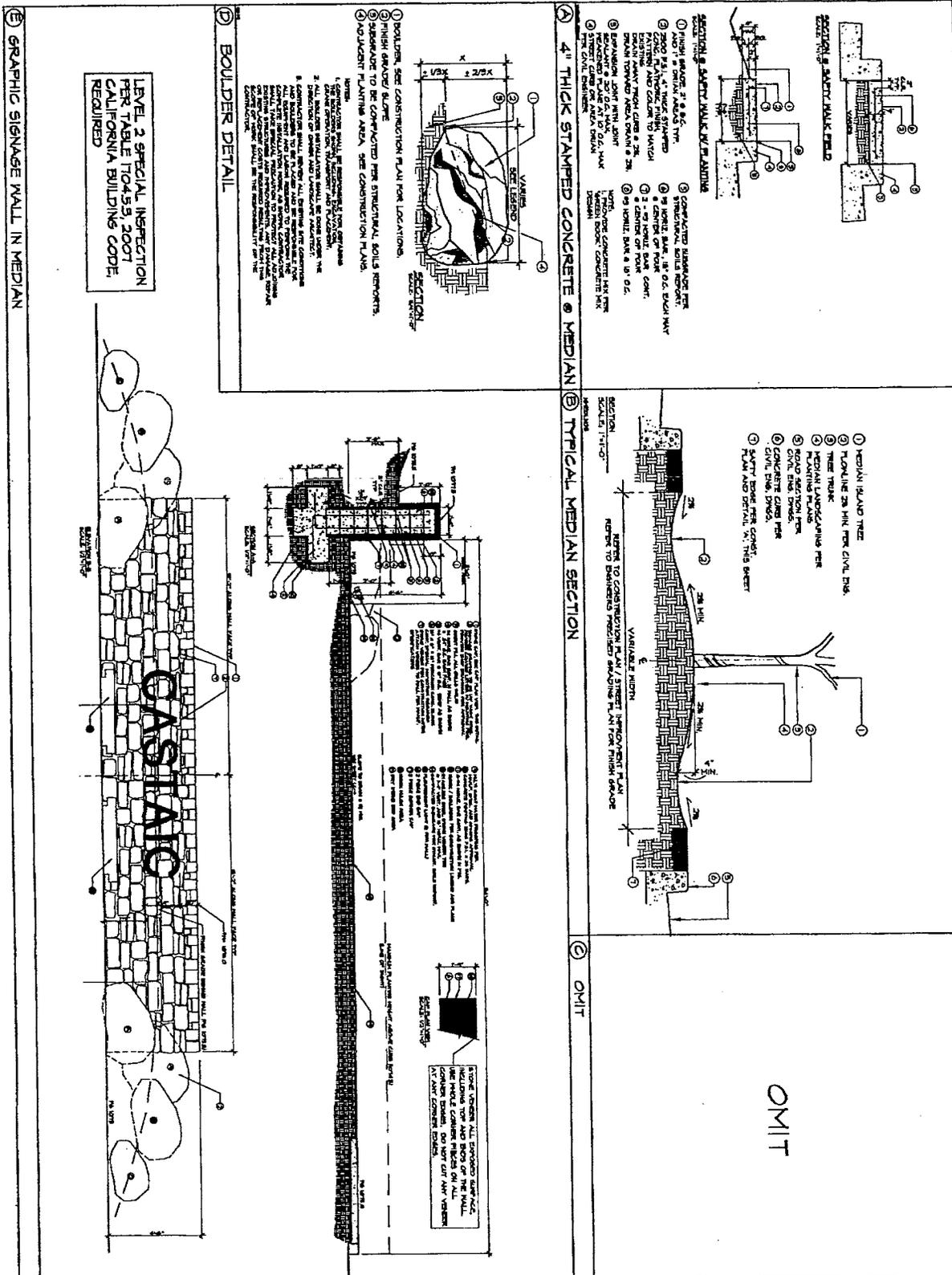
REVISIONS

NO.	DATE	DESCRIPTION

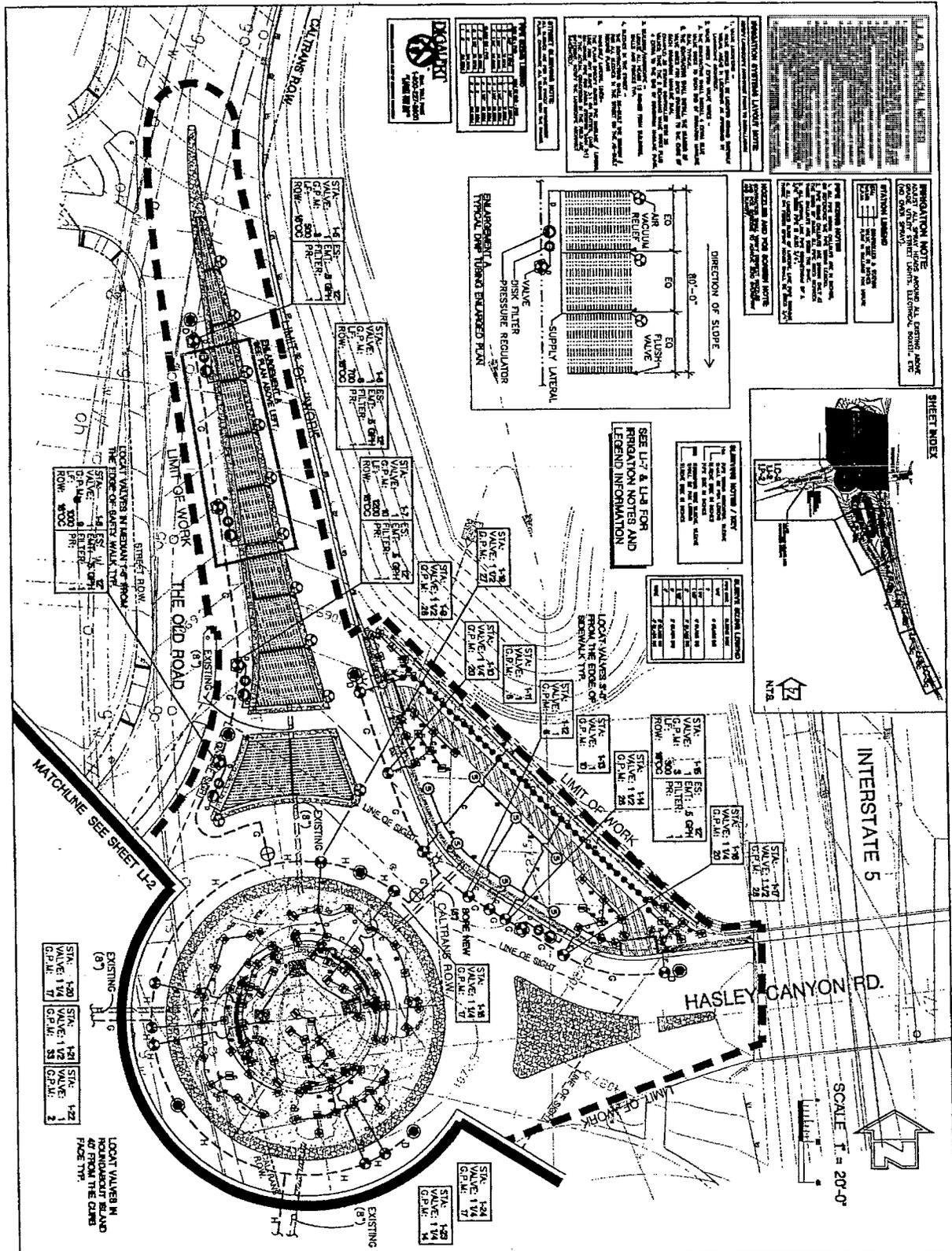
CONSULTANTS

ValleyCrest Design Group
 1100 S. GARDEN ST.
 SUITE 200
 ANAHEIM, CA 92805
 (714) 557-5852

ValleyCrest Design Group
 1100 S. GARDEN ST.
 SUITE 200
 ANAHEIM, CA 92805
 (714) 557-5852



<p>CONTRACT NO. TRM 104-5 SHEET LC-5 8 OF 22</p>		<p>CONSTRUCTION DETAIL</p> <p>PROJECT STATION OWNER SHEET NO. 104-5 DESIGNER SHEET NO. 104-5 DATE 12/23/09</p>	<p>PROJECT NEWHALL LAND HASLEY CANYON ROUNDABOUT & THE OLD ROAD CAL. TRANS. IMPROVEMENT AREA LANDSCAPE DEVELOPMENT PLANS VALLENCIA, CALIFORNIA</p>	<p>REVISIONS</p> <table border="1"> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </table>							<p>CONSULTANTS</p> <p>ValleyCrest Design Group HPP Studio 714) 557-5852</p>	<p>AGENCY SUBMITTAL # 4</p> <p>05/18/10</p> <p>REVISIONS</p> <p>DATE 05/18/10</p> <p>BY [Signature]</p> <p>DATE 05/18/10</p> <p>BY [Signature]</p>



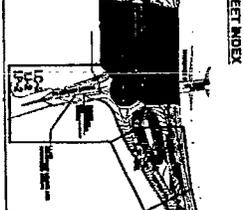
IRRIGATION SYSTEM LAYOUT NOTES

1. This plan shows the layout of the irrigation system for the project.
2. The system is designed to provide adequate water to all plants.
3. The system is designed to be efficient and to conserve water.
4. The system is designed to be easy to maintain.
5. The system is designed to be safe.
6. The system is designed to be durable.
7. The system is designed to be flexible.
8. The system is designed to be expandable.
9. The system is designed to be compatible with the existing infrastructure.
10. The system is designed to be in accordance with all applicable codes and regulations.

IRRIGATION NOTE - APPROX. 10' SETBACK FROM CURB TO ANY TRUNK LINE, MAIN LINE, LATERAL, VALVE, ETC. (SEE OWN DRAWING)

IRRIGATION LAYOUT

SEE LIST & L1-4 FOR IRRIGATION NOTES AND LEGEND INFORMATION



EXISTING SYSTEM LAYOUT

LINE TYPE	LINE WIDTH	LINE COLOR
Trunk Line	1/2\"/>	

VALVE AND FILTER SCHEDULE

STATION	VALVE SIZE	FILTER SIZE
STA. 127	1.5\"/>	

VALVE AND FILTER SCHEDULE

STATION	VALVE SIZE	FILTER SIZE
STA. 130	1.5\"/>	

VALVE AND FILTER SCHEDULE

STATION	VALVE SIZE	FILTER SIZE
STA. 133	1.5\"/>	

VALVE AND FILTER SCHEDULE

STATION	VALVE SIZE	FILTER SIZE
STA. 136	1.5\"/>	

JOB NO. 12345
SHEET
L1-1
3 OF 22



IRRIGATION PLAN
(LA COUNTY MAINTAINED)

PROJECT STATUS

CONTRACT NO.	DATE	ISSUE	REVISION

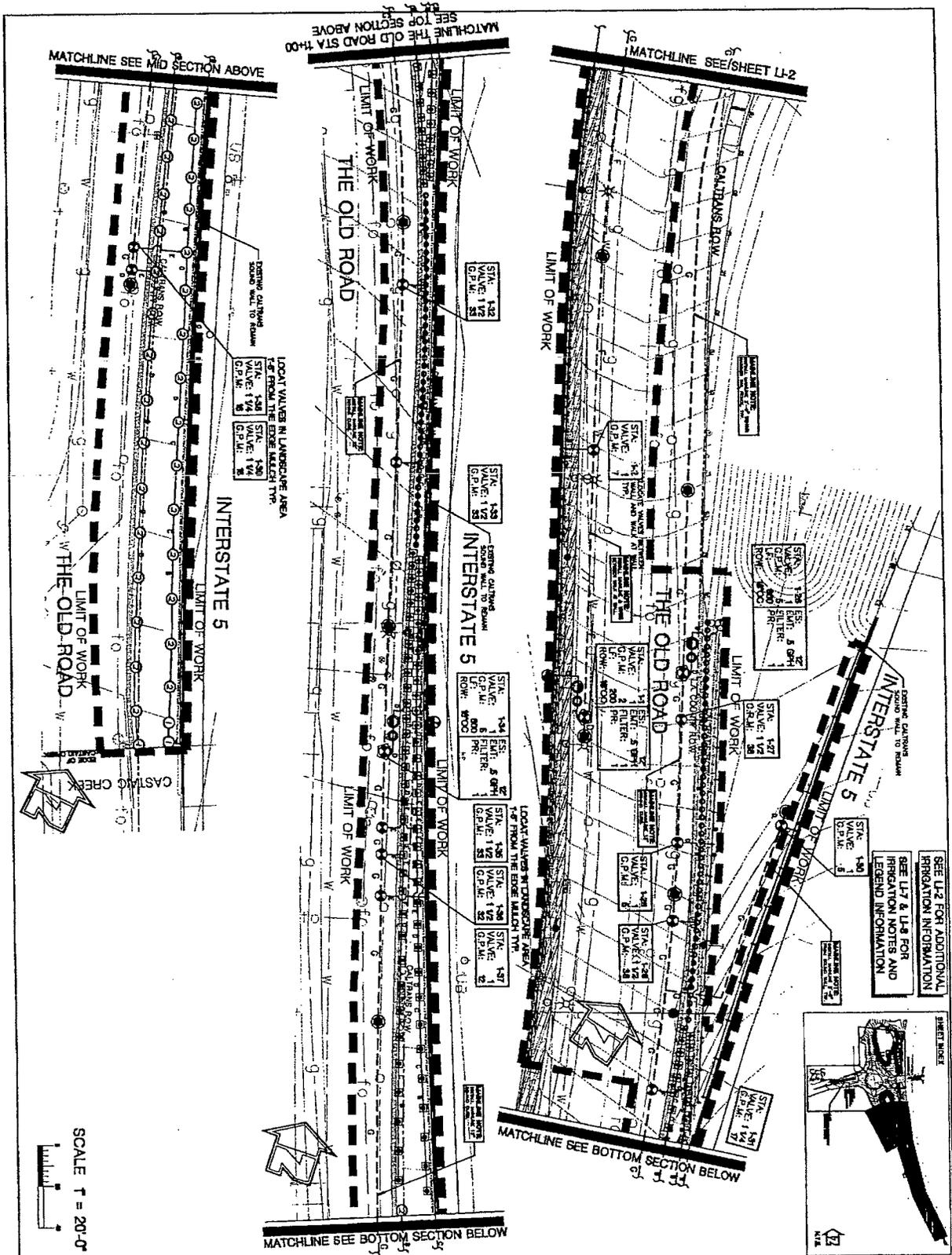
PROJECT
NEWHALL LAND
HASLEY CANYON ROUNDABOUT & THE OLD ROAD
CALTRANS IMPROVEMENT AREA
LANDSCAPE DEVELOPMENT PLANS
VALERIA, CALIFORNIA

REVISIONS

NO.	DATE	DESCRIPTION

CONSULTANTS

ValleyCrest Design Group
HVP Studio
12345 Main St.
Valerita, CA 91789
(714) 557-5852



JOB NO. 07094
SHEET
LI-3
DATE 12/27/09



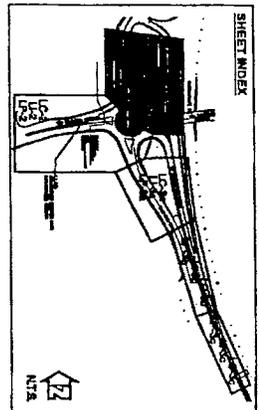
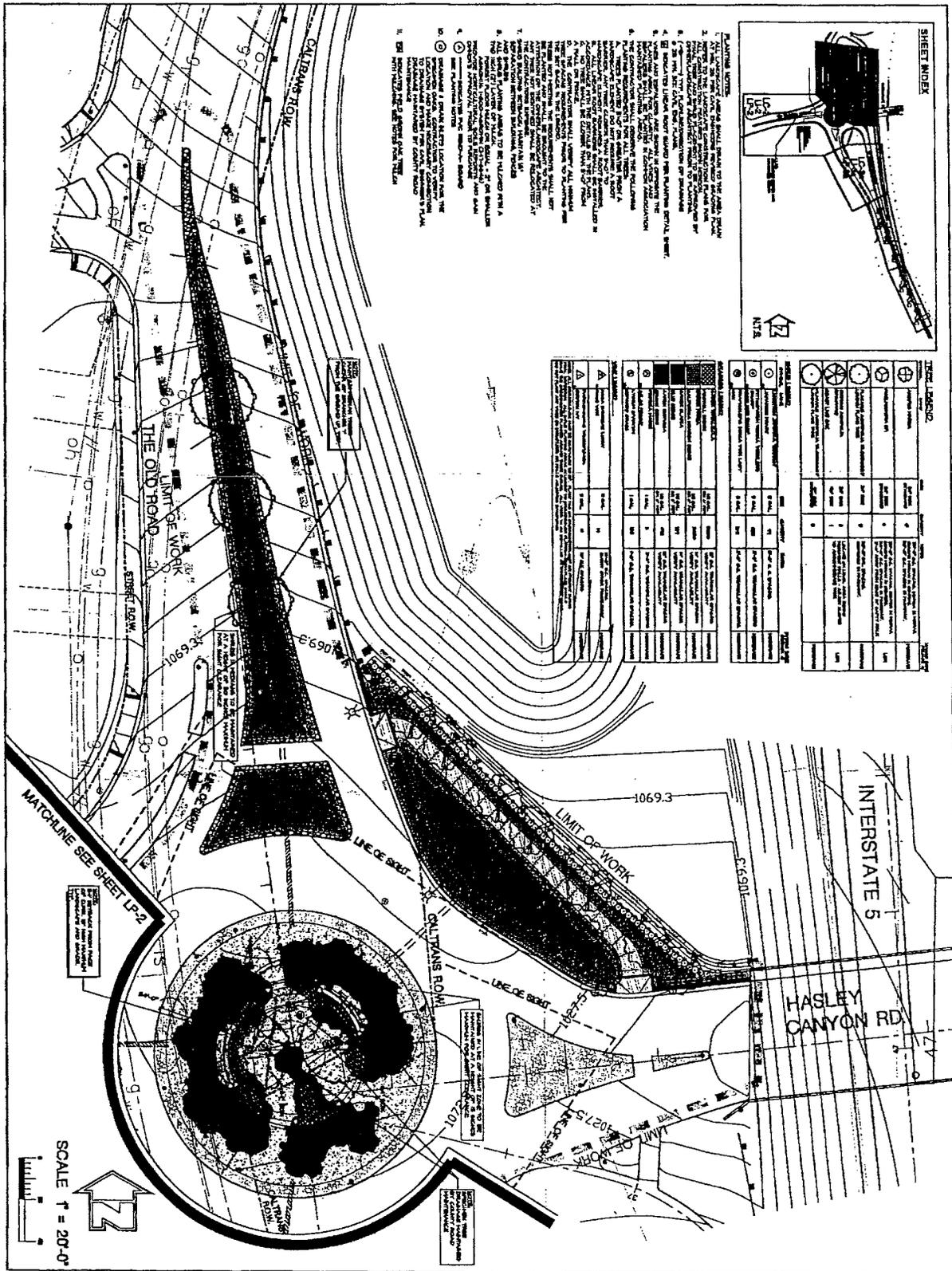
IRRIGATION PLAN
(L.A. COUNTY MAINTAINED)
PROJECT STATUS
CONTRACT NO. 07094 REVISED DATE 12/27/09
ISSUED DATE 01/05/10 CHECK DATE 01/05/10

PROJECT
**NEWHALL LAND
HASLEY CANYON ROUNDABOUT
& THE OLD ROAD**
CAL TRANS IMPROVEMENT AREA
LANDSCAPE DEVELOPMENT PLANS
VALENCIA, CALIFORNIA

REVISIONS

CONSULTANTS
Yukon Creek Design Group
P/E P. S. ...
DATE 12/27/09
(714) 557-5852

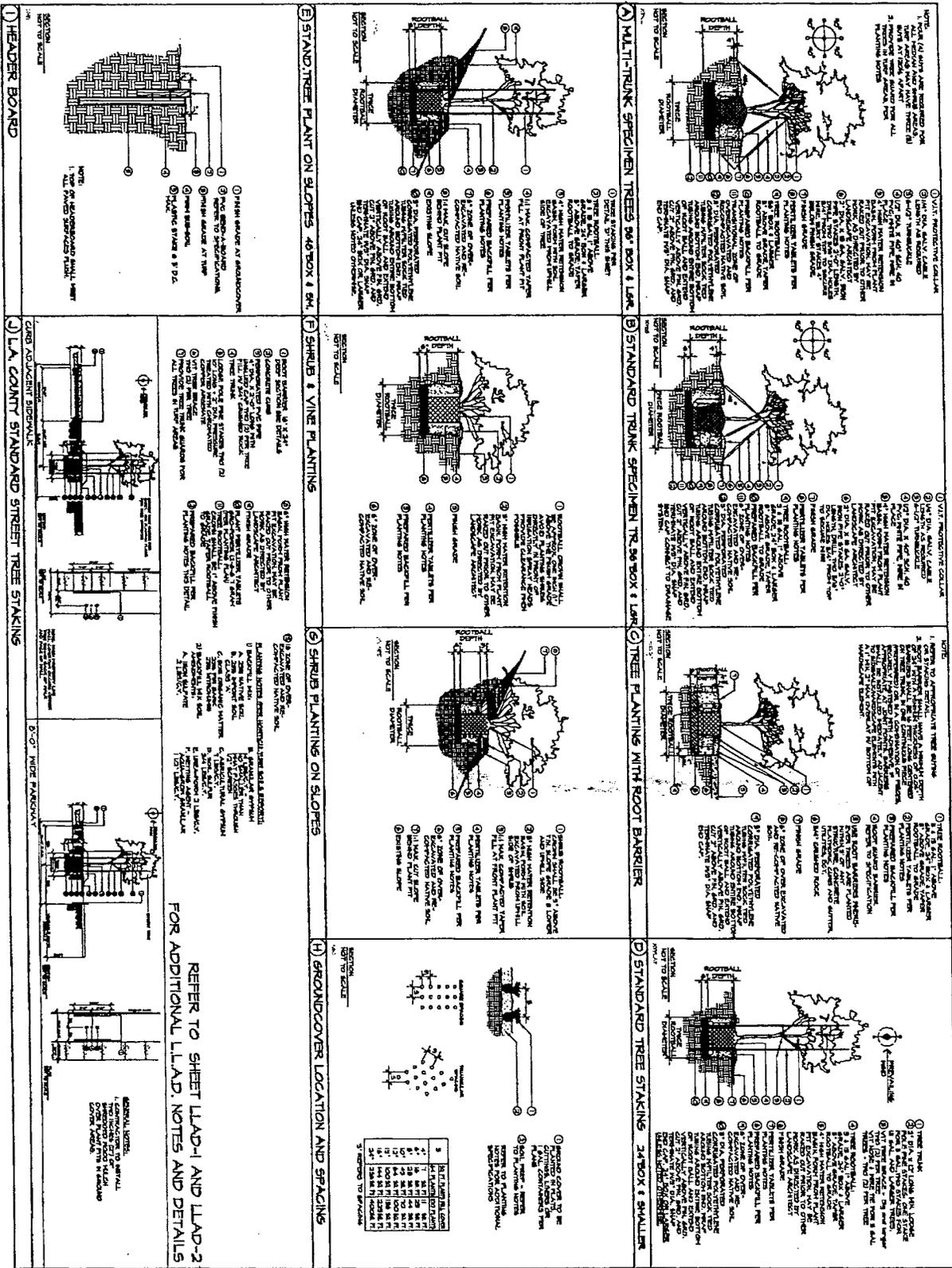
PROJECT NO. 07094
SHEET LI-3
DATE 12/27/09
SCALE 1" = 20'-0"
AGENCY SUBMITTAL #4



- PLANTING NOTES:**
1. ALL PLANTING SHALL BE DONE TO THE BEST OF THE CONTRACTOR'S ABILITY AND SHALL BE SUBJECT TO THE APPROVAL OF THE COUNTY ENGINEER AND THE COUNTY PLANNING DEPARTMENT.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE COUNTY ENGINEER AND THE COUNTY PLANNING DEPARTMENT.
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE COUNTY ENGINEER AND THE COUNTY PLANNING DEPARTMENT.
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 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE COUNTY ENGINEER AND THE COUNTY PLANNING DEPARTMENT.
 11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE COUNTY ENGINEER AND THE COUNTY PLANNING DEPARTMENT.
 12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE COUNTY ENGINEER AND THE COUNTY PLANNING DEPARTMENT.

SYMBOL	DESCRIPTION	PLANT SPECIES	PLANT SIZE	PLANT QUANTITY
(Symbol)	Planting in Right-of-Way	Various	Various	Various
(Symbol)	Planting in Median	Various	Various	Various
(Symbol)	Planting in Shoulder	Various	Various	Various
(Symbol)	Planting in Island	Various	Various	Various
(Symbol)	Planting in Street	Various	Various	Various
(Symbol)	Planting in Parkway	Various	Various	Various
(Symbol)	Planting in Plaza	Various	Various	Various
(Symbol)	Planting in Walkway	Various	Various	Various
(Symbol)	Planting in Courtyard	Various	Various	Various
(Symbol)	Planting in Terrace	Various	Various	Various
(Symbol)	Planting in Garden	Various	Various	Various
(Symbol)	Planting in Lawn	Various	Various	Various
(Symbol)	Planting in Field	Various	Various	Various
(Symbol)	Planting in Woodland	Various	Various	Various
(Symbol)	Planting in Wetland	Various	Various	Various
(Symbol)	Planting in Riparian	Various	Various	Various
(Symbol)	Planting in Desert	Various	Various	Various
(Symbol)	Planting in Mountain	Various	Various	Various
(Symbol)	Planting in Coastal	Various	Various	Various
(Symbol)	Planting in Urban	Various	Various	Various
(Symbol)	Planting in Suburban	Various	Various	Various
(Symbol)	Planting in Rural	Various	Various	Various
(Symbol)	Planting in Wilderness	Various	Various	Various

<p>JOB NO. 10000 SHEET LP-1 OF 22</p>		<p>PLANTING PLAN (R.A. COUNTY MAINTAINED)</p> <p>PROJECT STATUS OWNER: R.A. COUNTY DESIGNER: [Name] DATE: 05/18/10</p>	<p>PROJECT NEWHALL LAND HASLEY CANYON ROUNDABOUT & THE OLD ROAD</p> <p>CAL TRANS IMPROVEMENT AREA LANDSCAPE DEVELOPMENT PLANS VALHALLA, CALIFORNIA</p>	<p>REVISIONS</p> <table border="1"> <tr><td>1</td><td></td></tr> <tr><td>2</td><td></td></tr> <tr><td>3</td><td></td></tr> <tr><td>4</td><td></td></tr> <tr><td>5</td><td></td></tr> </table>	1		2		3		4		5		<p>CONSULTANTS</p> <p>Valley Crest Design Group 7471 So. (714) 557-5852</p>	<p>NEWHALL LAND PLAN CONTROL</p> <p>Rev. No. 0 Date: 05/18/10</p>
1																
2																
3																
4																
5																



<p>JOB NO. 07865 SHEET LP-4 21 OF 22</p>		<p>PLANTING DETAILS</p> <p>PROJECT STATUS</p> <p>OWNER: HASLEY CANYON ROUNDABOUT & THE OLD ROAD</p> <p>DESIGNER: ...</p> <p>DATE: ...</p>	<p>PROJECT: NEWHALL LAND HASLEY CANYON ROUNDABOUT & THE OLD ROAD</p> <p>CAL TRANS IMPROVEMENT AREA LANDSCAPE DEVELOPMENT PLANS</p> <p>VALLEJO, CALIFORNIA</p>	<p>REVISIONS</p> <table border="1"> <tr><td>1</td><td>...</td></tr> <tr><td>2</td><td>...</td></tr> <tr><td>3</td><td>...</td></tr> </table>	1	...	2	...	3	...	<p>CONSULTANTS</p> <p>ValleyCrest Design Group</p> <p>714) 557-5852</p>	<p>NEWHALL LAND PLAN CONTROL</p>
1	...											
2	...											
3	...											

**Far East
Landscape & Maintenance Inc.**

P.O. Box 950351, Mission Hills, CA 91395
(818) 363-8972
1-800-TURF-CARE

-Quality Service-

COPY

PROPOSAL TO PROVIDE
GROUND/LANDSCAPE MAINTENANCE
FOR LOS ANGELES COUNTY
DEPARTMENT OF PUBLIC WORK
PROPOSAL FOR LANDSCAPE SERVICES
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES FOR ANTELOPE
VALLEY – ROAD DIVISION (2012-PA036)
BY

FAR EAST LANDSCAPE AND MAINTENANCE
P.O. Box 950351
Mission Hills, California 91395
(818) 363-8972
1-800-TURF-CARE

TONY MOON, PRESIDENT

September 11, 2012

*Licensed *Bonded *Insured

**Far East
Landscape & Maintenance Inc**

-Quality Service-

P.O. Box 950351, Mission Hills, CA 91395
1-800-TURF-CARE

Section A- EXECUTIVE SUMMARY

Far East Landscape & Maintenance Inc is an aggressive and innovative company with over 29 years experience and is now serving Los Angeles DEPARTMENT OF PARK & RECREATION. We are certified as a Local Small Business by the County of Los Angeles Office of Affirmative Action, Minority Business Enterprise (MBE), Disadvantage Business Enterprise (DBE), and Small Business Enterprise (SBE) by the MTA. Therefore we are requesting an 8% preference when comparing to other bids.

Far East Landscape & Maintenance Inc is requesting exempt from LWO

Far East Landscape & Maintenance Inc has thoroughly read and thoroughly understands the specifications for Ground Maintenance as outlined on the request for proposals (RFP) for Grounds and landscape Maintenance for the County of Los Angeles DEPARTMENT OF PUBLIC WORKS

Far East Landscape & Maintenance Inc will perform the contract as a single proposer and will bear sole and complete responsibility for all work necessary as stated in the Scope of Work.

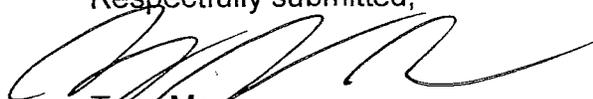
The President, Tony Moon, and his team of qualified supervisors handle the total operations of the business. They rate the quality of the service at each account to assure that we maintain a high standard of service. The owner would then meet with the County's representative for an inspection of the facilities as required.

Individuals authorized to make representations on behalf of Far East Landscape & Maintenance Inc:

Tony Moon President	27118 Colebrook Pl. Valencia, CA 91354	Phone: (661) 297-0918 Cell: (818)402-8411 Fax: (661)297-6282
------------------------	--	--

In addition, **Far East Landscape & Maintenance Inc** has all necessary employees and equipment to insure the job being done in a timely manner and to accommodate any emergencies that might arise beyond the regular scope of work.

Respectfully submitted,



Tony Moon
President
fareastmoon1@yahoo.com
cell:(818)402-8411
Far East Landscape and Maintenance Inc



TOM TINDALL
Director

County of Los Angeles
INTERNAL SERVICES DEPARTMENT
1100 North Eastern Avenue
Los Angeles, California 90063

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

"To Enrich Lives through Effective and Caring Service"

August 19, 2011

TONY MOON
FAR-EAST LANDSCAPE &
PO BOX 950351
MISSION HILLS, CA 913950351

Vendor #: 05188101

Dear TONY MOON:

Congratulations! Your business is now certified as a County of Los Angeles Local Small Business Enterprise (Local SBE). Your Local SBE certification is valid until August 31, 2013.

Your business is eligible for the Local SBE Preference Program consideration in those County of Los Angeles solicitations which include the "Request for Local SBE Preference Program Consideration" form. You must complete the form and provide your Vendor Number in your bid/proposal for each response to receive the preference.

Additionally, the Board of Supervisors established a "Countywide Small Business Payment Liaison and Prompt Pay Program". As a certified Local SBE, your company is now eligible for a 15-day prompt payment. Please call the Office of Small Business at (323) 881-3963 to make an appointment to receive your free Prompt Payment Stamp and instructions.

The County of Los Angeles Office of Small Business reserves the right to request additional information and/or conduct an on-site visit to verify any documentation submitted by the applicant. If there are any changes in the State of California Office of Small Business and DVBE Certification (OSDC) SBE status, ownership, control of the firm or principal place of business during the certification period, you are required to notify this office and the OSDC immediately.

Again, congratulations on your certification. If you have any questions about the Local SBE Program, visit our website at www.laosb.org or call the Local SBE Customer Service at (877) 669-CBES.

Sincerely,

TOM TINDALL
DIRECTOR

A handwritten signature in black ink, appearing to read "Debbie Cabreira-Johnson".

DEBBIE CABREIRA-JOHNSON
Program Director

TT:DCJ/ct

**Far East
Landscape & Maintenance Inc.**

-Quality Service-

P.O. Box 950351, Mission Hills, CA 91395
(818) 363-8972
1-800-TURF-CARE

**Support Documents for Corporations and Limited
Liability Companies**



State of California Secretary of State

STATEMENT OF INFORMATION (Domestic Stock Corporation)

S

07-518803

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.)

FAR EAST LANDSCAPE & MAINTENANCE, INC. 3028752

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

NOV 26 2007

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
27118 COLEBROOK PLACE	VALENCIA, CA	91354
3. 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.)

4. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY AND STATE	ZIP CODE
TONY JUN MOON	27118 COLEBROOK PLACE	VALENCIA, CA	91354
5. SECRETARY/	ADDRESS	CITY AND STATE	ZIP CODE
TONY JUN MOON	27118 COLEBROOK PLACE	VALENCIA, CA	91354
6. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY AND STATE	ZIP CODE
TONY JUN MOON	27118 COLEBROOK PLACE	VALENCIA, CA	91354

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
TONY JUN MOON	27118 COLEBROOK PLACE	VALENCIA, CA	91354
8. NAME	ADDRESS	CITY AND STATE	ZIP CODE
9. NAME	ADDRESS	CITY AND STATE	ZIP CODE

10. 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 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	TONY JUN MOON		
12. ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL	CITY	STATE	ZIP CODE
27118 COLEBROOK PLACE	VALENCIA	CA	91354

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.

TONY JUN MOON

CEO

11/14/2007

TYPE OR PRINT NAME OF PERSON COMPLETING THE FORM

SIGNATURE

TITLE

DATE

APPROVED BY SECRETARY OF STATE

**Far East
Landscape & Maintenance Inc.**

-Quality Service-

P.O. Box 950351, Mission Hills, CA 91395
(818) 363-8972
1-800-TURF-CARE

Experience

Performance History

Proposer's Background and Experience

Far East Landscape & Maintenance is an aggressive and innovative company with over 22 years of experience. We have served many other County sites including, but not limited to: El Monte Court Civic Center, Compton Civic Center, Van Nuys Civic Center, South Central Medians, Martin Luther King/Drew Medical Center, MTA Orange line, CDC Housing Authority and Olive View Medical Center.

Far East Landscape & Maintenance has all the necessary employees such as C-27 Contractor License, Los Angeles Agricultural Commission's Registration Permit, agricultural Pest /control business License, Pest Control advisors License(Category d & E), qualified Applicators License(Category B), have an office located in Los Angeles County and equipment to insure that the job will be done in a timely manner. In addition we will accommodate any emergencies that might arise beyond the regular scope of work.

Far East Landscape & Maintenance definitely meets the Minimum Mandatory Requirements and will comply to the necessary requirements including: proposer is willing to consider hiring GAIN/GROW participants, proposer will comply with the County's Child Support Compliance Program, proposer certifies intent to comply with the County's Jury Service Program. In addition, we understand the policies outlined in the SOW. The proposer declares that **Far East Landscape & Maintenance**, not only meets the SOW requirements, but exceeds them.

Far East Landscape & Maintenance Inc

P.O. Box 950351, Mission Hills, CA 91395
1-800-TURF-CARE

-Quality Service-

Work Plan

To assure that Far East Landscape & Maintenance Inc (FELM Inc) maintains your facility to your specifications, an ongoing quality control plan has been established as outlined below:

Emergency and Contingency Plan

We have a 24-hour, seven days a week on-call staff all equipped with company cell phones, and dispatch systems in each of the company's vehicles. Our President, our and four of our Field Supervisors all have instant communication at all times. Our foremen are required to carry company cellular phones at work and at home. In this way we can have instant communication with all of our key personnel, should a problem or emergency arise.

We have our crews check in at each job location so that we can have our dispatch personnel keep our Field Supervisors informed as to when the crews are at the job site. This serves as two purposes: first, it enables us to be sure that the crews are on the job, and if not, to get coverage. Second, it enables the Field Supervisors to utilize their time more efficiently in communication directly with the crews when needed. Our Field Supervisors check regularly on the performance of our crews. They use the Supervisor's Activity Report, which is turned in daily to our Quality Control Representative.

Communication & Contact

We believe that communication is the key to a great relationship with our county's Department of Public Works representative. Tony Moon (President) will communicate with Los Angeles Department of Public Works Field Supervisor assigned to the job site on Mondays to ensure proper maintenance. During these weekly calls subjects such as any schedule changes, additional unscheduled maintenance needed, urgent and/or emergencies that may have occurred over the weekend, and possible hazardous tree damage and irrigation damage.

Work Schedule

Far East Landscape Services will start the planting, irrigation and landscape maintenance within five working days of award of contract or as directed by a the Department of Public Works staff. Far East Landscape Services will notify Department of Public Works of the work schedule on a daily and weekly basis. The schedule will be submitted for approval in writing at least 48 hours in advance. Only one job site will be

worked on at any given time unless specifically approved in advance by a Department of Public Works representative. When notified by Department of Public Works of the award of contract, Far East Landscape Services will meet with a Department of Public Works to develop an initial schedule for work on a monthly basis, or as requested by the Department of Public Works.

Supervision and Management

Tony Moon, owner and head supervisor of Far East Landscape Services, will supervise all landscape maintenance projects for the Department of Public Works. In addition he has assigned Ismael Poez and Cipriano Salgado as assistant supervisors to the landscape maintenance.

- ❖ Mr. Moon has over 22 years experience in landscape management in a variety of municipalities and private areas. He is *Certified by the Department of Pesticide Regulation, Certified by the Contractors State License Board (# 491593), and Certified in Agricultural Pest Control (# 6010229)*. He has supervised projects such as the Los Angeles Parks and Recreational Park Maintenance Contract, ISD Olive View Medical Center, Martin Luther King Jr. Hospital and the MTA Rapid Transit Orange Line. **He will be overseeing the projects with the Department of Public Works.**
- ❖ Ismael Poez has over 13 years experience in landscape services. He has supervised a project with the MTA Rapid Transit Orange Line, Los Angeles City Street Median Landscape and Maintenance Contract. He specializes in Drought resistant plant species.
- ❖ Cipriano Salgado has over 10 years of experience. He has supervised for projects such as the Martin Luther Medical Center. He specializes in Turf Maintenance and Management.
- ❖ Jose Maya has over 18 years experience. He is also our Quality Control Representative. He has supervised for projects such as the Olive View Medical Center, and numerous ISD projects such as the El Monte Civic Center, Valencia Civic Center, and Van Nuys Civic Center. He specializes in Irrigation and Hydro Planning.

Mr. Tony Moon is authorized by Far East Landscape services to make any and all decisions regarding additional work. He will make immediate decisions on the job site regarding additional work, changing a work order or responding to any type of service request call.

Quality Control Representative

Our Quality Control Plan Representative, Jose Maya, inspects our accounts on a regular basis using our Weekly Inspection Report (*See Attachment 1*). He has over 18 years of experience in the landscape and maintenance industry, is also on our supervisor team and has a great understanding for plant life. He rates the quality of the service at each account regularly and reports directly to our Field Manager to assure that we maintain a high standard of service. If at anytime he finds that the quality of service is not at par, he immediately contacts the President, from where they consult each other to take corrective action.

Both our Quality Control Representative and our President will be available to meet with your Representative for an inspection of the facilities, as required.

Personnel Management

Employee recruitment and replacement

Our firm recruits new employees and personnel by advertising in newspaper ads, and by word of mouth. In the selection process, we ask that our employees have experience in landscape and maintenance work. They are also required to be familiar with and fluent in the English language. Once an employee is hired, they are subject to background checks, DMV record checks, drug tests, and criminal record checks. The training regimen for a newly hired employee includes various training booklets, and videos. After finishing the preliminary training process, they are given on-the-job training with plenty of hands-on experience. Once he/she is finished with the weeklong training period, the employee is out working at various sites with other more experienced employees. The employee then is on a probationary period of 3 months before joining the FELM family. Our firm uses various methods in retaining our employees. We have incentives such as an automatic raise at the beginning of every year, theme park tickets, and bonuses for a job well done. Our firm's employee turnover rate is less than ten percent.

Employee training and supervision

Our new employees receive in-class training, with books and videos, as well as hands-on job training. This period lasts for a week. We train employees thoroughly on the use of supplies, chemicals, and equipment. This is done by having every new employee read each equipment manual. Also, they are required to watch safety videos corresponding with the equipment. We also have demonstrations on the proper use of supplies, equipment, and/or chemicals. Our employees receive job specific safety training in back injury prevention, chemical usage, and safe handling of equipment. We also provide our employees with protective headgear, eyewear, leather and cotton gloves, ear protection, mask, belts to support the back, and anything else that our employees would need for their safety. We have ongoing training for any new equipment, chemicals, or procedures that we are not familiar with. Our firm's supervisor to employee ratio is 1:14. Our supervisor is superb in his field and works in multiple locations to supervise staff.

Every Friday at the end of the workday, a tailgate meeting is held by our on-site supervisor to conduct a safety meeting. An example of the materials used during the meetings is attached (*See Attachment 2*). There is also a monthly meeting held on the last Friday of the month to discuss various up coming projects, on going projects, and also safety. An outside safety specialist conducts the safety section of the meetings.

Employee deployment

We handle coverage during days that employees are absent by calling for back-up. We have a group of part time employees that fill in on when work is over load and emergencies. If we assume additional facilities we are able to provide services within two hours upon request if an employee is present. However, we need a twenty-four hour notice if an employee is not present. We have a pool of pre-qualified staff to pull from if additional staff is needed. Employees who service multiple facilities will travel between facilities with company vehicles. If the employees drive their own vehicle, we compensate them for gas, and mileage. We have a licensed arborist on our staff that can perform the required tree inspections, provide the necessary services to maintain the tree's health. We will utilize the company arborist for required tree inspections. We also have a license pest control operator on staff that can perform the required pest control.

Uniform and Badges

Our employees wear a green color t-shirt with a red and white highly visible logo, and a neon green with light reflecting stripes with the FELM Inc logo on the back. When our employees are on the job, they are required to wear badges provided by the FELM. However if they forget to bring their badges, we can issue them a temporary ID provided by the FELM after the employee has signed the ID badge log. (*See Attachments 3*)

Vehicle and Equipment List

Type of Vehicles	Number	Description
Pick-up Trucks	6	Toyota, Ford, Chevrolet
Vans	4	Dodge

Type of Equipment	Number	Description
Riding Mower	6	72" Riding Mower, Manufactured by Toro
Push Mower	14	24" Push Mower, Manufactured by Honda
Blower	14	Back Pack Blower, Manufactured by Echo
Hedge Trimmer	14	Hedge trimmer, Manufactured by Echo
Weed eater	16	Manufactured by Echo
Edger	4	Manufactured by McCullan
Pressure washer	1	2000 PSI, Manufactured by Honda
Fertilizer Sprayer	1	Commercial Sprayer, Manufactured by Earthway
Herbicide Sprayer	1	Backpack Sprayer, Manufactured by Solo
Aerator	1	22", Manufactured by Turfco

** An in-depth analysis of the equipment available is located on Form PW-17

Supplier List

We are currently supplied by the following companies for our everyday needs:

Company	Type of Supplies
Aqua-Flo	Irrigation Parts
Tree Land	Trees, Plants, Seeds, Etc.
Sepulveda Mower Shop	Light Equipment & Repair
National Equipment Co.	Major Landscape, Maintenance Equipment

*Not our full comprehensive list.

Quality Control Plan

A. Daily/Weekly/Monthly Supervision

1. A FELM Inc Supervisor will inspect the worksite and report to the Department of Public Works on daily and/or weekly basis if performing work for the Department of Public Works.
2. A FELM Inc Supervisor will supervise our qualified planting crew to maintain proper quality control.
3. A FELM Inc Supervisor will oversee and regulate based on the landscape maintenance contract.
4. A FELM Inc Supervisor will oversee any irrigation inspection, repair, and maintenance.
5. A FELM Inc Supervisor will report any injuries within one hour of occurrence to the President.
6. FELM will respond immediately to any public complaints regarding the project upon notification or as directed by a county representative.
7. Final inspection of work by assigned on-site supervisors to ensue after each workday for the assurance of proper clean up on a daily basis. The crew will haul all debris to our main headquarters located in Mission Hills, CA to dispose of litter and organic waste.
8. If any hazardous material is taken notice, FELM Inc will report it to the Department of Public Works field supervisor immediately.
9. FELM Inc will maintain daily records of hours worked by each employee in addition to daily records of work completed.
10. A FELM Inc authorized representative will meet with a Department of Public Works representative to review each week's work. This will also serve as an opportunity to receive special instructions and to discuss any problems encountered on the job. In addition the FELM Inc representative will inform the Department of Public Works representative of any changes to the following week's schedule.
11. FELM Inc will notify the Department of Public Works if there are any changes in the start date of each location at least 24 hours in advance. If FELM Inc discontinues work for any reason; the Department of Public Works will be notified immediately of the reason for the shut down and the restarting date of operations.

B. Mowing and Edging

- ① Mowing and Edging will occur as stated in the Schedule of Price (PW-2.1 – PW-2.4)
2. FELM Inc will use 2 types of reel-type mowers: 72" ride-on mowers, and 21" push mowers. Through the use of such mowers, neither scalping, nor excessive cuttings remaining will happen. All of FELM Inc employees are fully trained as to use and safety of all equipment.
3. Operations of the mowers described above are between the hours of 8am to 3pm to minimize the noise level to the general public.
4. Any damaged lids of valve boxes, or sprinkler heads will be immediately changed. Each of the crew trucks are equipped with irrigation replacement parts
5. FELM Inc will inspect the site prior to mowing to ensure that excessively wet turf not be driven on and any litter will be picked up prior to mowing.
6. FELM Inc will keep all turf edges (not limited to: edges next to sidewalks, drives, curbs, shrub beds, flower beds, ground cover beds, around tree bases, and along lakes and streams) neatly trimmed to for a uniform line in a well-defined V-shape edge that extends in to the soil.
7. FELM Inc will clean up the walkways immediately (debris/clippings from mowing and edging).

C. Weed Removal & Control

Frequency?

1. FELM Inc will remove and/or control all types of weeds and grass from beds, planters, walkways, drainage areas, expansion joints in all hard surface areas, pavements, driveways, roadways, slopes, hillsides, bare areas, mulching areas, and undeveloped areas.
2. Weeds will be removed by hand, cultivation, mulching or chemical eradication where necessary.
3. FELM Inc will inspect all walkways, beds, planters, landscapes and spot treat weeds as necessary.

D. Litter Control

1. FELM Inc will remove all types of trash and other undesirable materials and debris that are within the landscaping area.
2. Litter control will be performed weekly as early in the day as possible, but no later than 11am.
3. FELM Inc will keep walkways clear of litter and debris from maintenance and irrigation operations, erosion, storm runoff, and wind.
- ④ FELM Inc will clear all debris, and litter from all the premises stated in the contract.
5. All litter that are derived from FELM Inc will be removed from the Public Works property and be disposed at the FELM Inc headquarters located in Mission Hills, CA.
6. If any hazardous waste may be encountered during the performance of this contract, a FELM Inc on-site field supervisor will immediately notify the Department of Public Works Contract manager. FELM Inc will not attempt to clean it and will exercise great caution to the material.
7. A FELM Inc Supervisor will inspect the grounds for any additional litter after the completion of litter removal by the foremen.

E. Raking & Sweeping Operations

- ① FELM Inc will remove leaves from all landscaped areas on the premises as stated in the contract.
2. FELM Inc will sweep at the end of the day with the use of : Power backpack blowers, Vacuums, Brooms, and Push power blowers.
3. FELM Inc will comply with local ordinances regarding noise levels. FELM Inc will use power equipment on Monday through Friday 8am to 3pm to ensure overall satisfaction of the general public.

F. Shrubbery & Tree Trimming — [Exhibit A #30 Missing]

- Extra* ① FELM Inc will remove all dead, weak, diseased, insect-infested, damaged branches and limbs from trees and shrubbery upon the approval of our certified arborist.
2. All ground cover will be pruned to maintain a neat edge along all planter box walls.
 3. FELM Inc will prevent the encroachment of shrubbery and/or tree and ground cover along curbs, roadways and sidewalks. FELM Inc will maintain the roadway and sidewalks and routinely remove weeds and debris.
 4. All cuts on shrubberies will be made sufficiently close and flush if possible to the parent stem so that healing can start. No stubs will be permitted.
 - Not in contract* → ⑤ Tree limbs that are 1.5 inches or greater in diameter will be undercut to prevent splitting.
 - ⑥ FELM Inc will remove and dispose trees that are downed FELM Inc will dig out stumps and fill the hole with grade soil.
 - ⑦ FELM Inc trim shrubbery to restrict the growth of shrubbery onto adjacent roads, driveways and walkways to maintain safe vehicular and pedestrian visibility at street crossings, all shrubbery, bushes, and hedges shall be kept trimmed to a maximum height of four feet or as directed by Department of Public Works.
 8. FELM Inc will dispose of all debris at FELM Inc headquarters located in Mission Hills, CA.

G. Groundcover Operations

1. FELM Inc will remove dead or diseases runners as they develop in the ground cover areas of the project.
- ✓ 2. FELM Inc will keep ground cover away from paved surfaces, valve boxes and street curbs.
3. Groundcover will be trimmed to look natural and not sheared off.
4. Ground cover maintenance will be done on a routine basis and be kept in high standard.
5. FELM Inc will cultivate the open soil between plants and groundcover.

⑧ H. Aeration Operations ?

1. FELM Inc will aerate all turf areas through the use of aerator manufactured by Turfco.
2. The aerator will remove ½ inch cores that are 2 inches deep but not more than 6 inches of spacing.

3. FELM Inc will rake and remove all of the aerator cores to dispose of at the FELM Inc headquarters located in Mission Hills, CA.

I. Pest Control

1. FELM Inc will maintain all areas free of rodents that may damage turf, shrubs, groundcovers, trees, and irrigation systems.
2. Fumitoxin will be used for that control of rodents.

Recommended
or not? ←

J. Chemical Edging Detailing Operations

1. Prior to application a knowledgeable FELM Inc employee will determine the practicality of the operation
2. Material Safety Data sheets (MSDS) for each chemical shall be kept on site.
3. All chemicals used by FELM Inc will be in accordance with Section S, Use of Chemicals.
4. FELM Inc employees will use all precautionary measures when using chemicals in public access areas.
5. If weeds are not deceased by the time specified by the manufacturer's recommendation, FELM Inc will apply a second application of the chemical at no additional cost to the county. → *First application free?*

K. Watering and Irrigation Systems Management

1. FELM Inc is responsible for the inspecting and reporting to Los Angeles Department of Public Works field supervisor regarding any malfunction of but not limited to: controller, control valve, quick coupler, and any irrigation main line and lateral line damages.
2. FELM Inc will provide adequate soil moisture, giving consideration to the soil conditions, humidity, minimizing runoff, and all the factors considered, which may affect day and night watering schedules.
3. FELM Inc will manage of the irrigation system to control the amount of water given to different plants.
4. If any filters are found to be worn out during and inspection, then FELM Inc will report these finding to a Department of Public Works representative.
5. Any missing valve box covers will be reported to a Department of Public Works representative by the end of each workday.
6. FELM Inc will repair, clean, and/or replace damaged bubbler heads.
7. FELM Inc will clean or replace clogged or damaged drip line emitters. In addition, broken drip lines will be repaired or replaced immediately.
8. The irrigation system will be under the supervision and management of FELM Inc.
9. FELM Inc will respond to requests from Department of Public Works pertaining to waterline breaks and other related emergencies that require the shut off of water or the irrigation system within 2 hours
10. Irrigation system maintenance testing and repair will be according to Scope of Work – Exhibit A irrigation system maintenance section.

L. Seasonal Tasks (Tree Pruning Operation)

1. When requested, FELM Inc will comply in accordance to Scope of Work – Exhibit A Section F (Seasonal Specialty Tasks).

M. Right of Way

1. FELM Inc will comply with all federal, state and local laws.
2. FELM Inc will conduct all operations in regards to rights of ways.
3. FELM Inc will obtain permission from owners of other lands to enter upon their areas.
4. FELM Inc does not allow employees to use private property for any reason without the written permission of the owner and Department of Public Works.

N. Safety Requirements

1. All applicable Cal/OSHA and Public safety requirements will be in effect for all employees.
2. Employees are required to wear safety equipment such as eye protection, gloves and headgear, etc.
3. Inappropriate behavior such as horseplay will not be tolerated by FELM Inc. Each employee must conduct himself or herself professionally.
4. Employees are required to wear neon green safety shirts or vests, and hardhat while working along streets.
5. Upon arrival at the job site, Crew Leader will inspect the job site and immediately place orange cones, and roadwork signs for jobs requiring working near or with traffic.

O. Execution of Work

1. FELM Inc will work hard to complete all Department of Public Works contracts.
2. FELM Inc will provide the necessary crews and manpower to complete the projects to satisfaction.
3. In the case of a suspension, FELM Inc will comply with the best interest of Department of Public Works.

P. Hours of Work with the Department of Public Works

1. All holidays recognized by Department of Public Works will be observed by FELM Inc.
2. Any maintenance function that generates excessive noise or annoyances to the public will be performed before 7:00AM.
3. No work will be performed at night, Saturday's, Sunday's and legal holidays.

Q. Project Safety Official

1. A Project Safety Official will be designated by FELM Inc Services who is familiar with Illness and Injury Prevention.
2. The Project Safety Official will serve to decrease the amount of safety hazard and will have the authority to shut down an operation if necessary.

R. Monthly Maintenance Report

1. Maintenance schedules will be submitted prior to the start of the contract
2. FELM Inc will keep monthly maintenance reports that record all work and function performed by Far East Landscaping employees.

S. Equipment on the Job Site

1. All equipment will be provided to Far East Landscape employees.
2. Employees are trained in the usage of all equipment.
3. Equipment is inspected daily.

T. Labor

1. The pay scale is based upon the State of California, Prevailing Wage Rates.
2. FELM Inc is an equal opportunity employer.
3. FELM Inc has applied for an exempt of the Living Wage Ordinance (LWO). In the event that the application has been denied, FELM Inc will adhere to the standards of the LWO.
4. FELM Inc adheres to the County of Los Angeles Living Wage Program in which employees are paid a minimum of \$11.84 hourly with pay increases with additional contracts over time.
5. FELM Inc keeps accurate records of payroll of each and every employee.
6. Overtime hours are paid to employees working over 8 hours in a workday and over 40 hours in a workweek.

U. Drug Free Policy

1. FELM Inc is a drug free workplace.
2. Any type of substance abuse by employees will be grounds for penalties including termination
3. There will be random drug tests for all employees throughout the year.

V. Certified Pesticide Advisor

1. FELM Inc will provide a Certified Pesticide Advisor.
2. The Advisor will make recommendations and assist Department of Public Works with any matter involving the use of pesticides and herbicides.

W. 24 Hour Emergency Phone Numbers

FELM Inc	Office	1-800-887-3227
	Fax	(661) 297-6282
Tony Moon, <i>President</i>	Home	(661) 297-0676
	Cell	(818) 402-8411
Jose Maya, <i>On-Site Supervisor</i>	Home	(310) 256-1182
	Cell	(818) 390-0166
Ismael Poez, <i>On- Site Supervisor</i>	Cell	(818) 250-7505
Cipriano Salgado, <i>On-Site Supervisor</i>	Cell	(323) 667-4116

Far East

-Quality Service-

Landscape & Maintenance Inc.

P.O. Box 950351, Mission Hills, CA 91395

(818) 363-8972

1-800-TURF-CARE

QUALITY ASSURANCE PLAN

Through the use of our quality assurance plan, we are able to maintain a self-monitoring system to ensure all services are performed in accordance with the County's Contracts requirements and recommendations.

Our firm's main goal is to not only make the county facility presentable to the public, but aesthetically beautiful as well. We will do this by maintaining and servicing the given landscape area. Each crew will have a company vehicle that is equipped with all the necessary equipment. Our employees will familiarize themselves with the facility prior to servicing it by doing a pre-job walk with a DPW contract monitor and a supervisor from our firm.

The irrigation system will have weekly inspection by our irrigation specialists, and any necessary repairs will be done promptly. Also, any deficiencies in the landscape area will be reported to the DPW monitor, in addition to any recommendations for the landscape area. Furthermore, scheduling issues will be settled with the DPW monitor, so that there will be a minimal amount of disruption to the building occupants and the general public.

We are dedicated to the service of working with the DPW. It is one of our top priorities. We feel that by working together we can make the Los Angeles area a more beautiful city.

A. Policies and Procedures

1. Qualified Inspector

- i. Tony Moon, President
- ii. Procedure taken to deal with customer complaints and questions

2. Subcontractors

- i. None

3. Right of Way

- i. Far East Landscape & Maintenance Inc. will comply with all federal, state and local laws.
- ii. Far East Landscape & Maintenance Inc. will conduct all operations in regards to rights of ways.
- iii. Far East Landscape & Maintenance Inc. will obtain permission from owners of other lands to enter upon their areas.

- iv. Far East Landscape & Maintenance Inc. does not allow employees to use private property for any reason without the written permission of the owner and DPW.

4. Safety Requirements

- i. All applicable Cal/OSHA and Public safety requirements will be in effect for all employees.
- ii. Employees are required to wear safety equipment such as eye protection, gloves and headgear, etc.
- iii. Far East Landscape & Maintenance Inc. Services will not tolerate inappropriate behavior such as horseplay. Each employee must conduct himself or herself professionally.
- iv. Employees are required to wear orange safety shirts or vests while working along streets.

5. Drug Free Policy

- i. Far East Landscape & Maintenance Inc. is a drug free workplace.
- ii. Any type of substance abuse by employees will be grounds for penalties including termination

6. Execution of Work

- i. Far East Landscape & Maintenance Inc. will work hard to complete all DPW contracts.
- ii. Far East Landscape & Maintenance Inc. will provide the necessary crews and manpower to complete the projects to satisfaction.
- iii. In the case of a suspension, Far East Landscape & Maintenance Inc. will comply with the best interest of DPW.

B. Inspection Fundamentals

1. Inspection Schedules

- i. Inspections will be performed on a weekly basis by the appointed project inspector.
- ii. An Inspection Form will be used when inspecting the work site.

2. Corrections Methodology

- i. Corrections will be made in a timely matter depending on the situation. Usually does not take more that 24 hours to fix a minor inspection breach.

3. Project Inspector

- i. Name: Jose Maya
- ii. Position: Supervisor

4. Project Safety Official

- i. Far East Landscape & Maintenance Inc will designate a Project Safety Official who is familiar with Illness and Injury Prevention Services.
- ii. The Project Safety Official will serve to decrease the amount of safety hazard and will have the authority to shut down an operation if necessary.

5. Inspection Sheets (See ATTACHED example 2)

- i. An employee shall go out and inspect the grounds for further improvement.
- ii. A supervisor shall look in all notes on the inspection sheets to.
- iii. DPW will be notified prior to any further action taken

6. Monthly/Bimonthly Maintenance Report

- i. Maintenance schedules will be submitted prior to the start of the contract
- ii. Far East Landscape & Maintenance Inc. will keep monthly maintenance reports that record all work and function performed by Far East Landscape & Maintenance Inc. employees.
- iii. (See Attached Example 1)

7. Certified Pesticide Advisor

To be provided by DPW

- i. Far East Landscape & Maintenance Inc. will provide a Certified Pesticide Advisor.
- ii. The Advisor will make recommendations and assist DPW with any matter involving the use of pesticides and herbicides.
- iii. The Advisor must inspect thoroughly for any pests and maintain quality levels of the facility.

8. Certified Arborist

Not asked for per RFP

- i. Far East Landscape & Maintenance Inc. will provide a Certified Pesticide Advisor.
- ii. The Arborist will make recommendations and assist DPW with any matter involving the trimming trees.
- iii. The Arborist must inspect thoroughly for any diseased trees and maintain quality levels of the facility.

9. Equipment on the Job Site

- i. All equipment will be provided to Far East Landscape employees by FELM inc.
- ii. Employees are trained in the usage of all equipment.
- iii. Equipment is inspected daily.
- iv. All equipment must be inspected prior to usage

C. Quality Control Documentation, Review, and Reporting

1. List of Documentation

- i. Far East Landscape & Maintenance Inc. will keep a documentation of all complaints, or citing of unsatisfactory work.
- ii. Far East Landscape & Maintenance Inc. will maintain satisfactory records of all documentation until the completion of the contract term.
- iii. List of current documents and forms: (attached PW-4)
- iv. Employees shall document all work done and all unfinished

- v. Supervisors shall document all unruly behavior from employees and proceed with the necessary actions.

2. Review

- i. Supervisors will review the grounds extensively and thoroughly as not to leave anything amiss.
- ii. Employees shall use the reports to improve their daily work and stay on task of the work at hand
- iii. Supervisors will review together and take the next best fit action

3. Reporting

- i. Employees shall report of weekly progress reports to the supervisor who will then proceed to review the premises for necessary adjustments.
- ii. Supervisors shall report to each other and keep well informed of the current situation of the project.
- iii. The Los Angeles County will have full access of all documentation with a notice of 24 hours.

4. Labor

- i. The pay scale is based upon the State of California, Prevailing Wage Rates.
- ii. Far East Landscaping is an equal opportunity employer.
- iii. Far East Landscaping is exempt from the Living Wage Program therefore paying \$11.84 an hour with pay increases with additional contracts over time.
- iv. Far East Landscaping keeps accurate records of payroll of each and every employee.
- v. Overtime hours are paid to employees working over 8 hours in a workday and over 40 hours in a workweek.
- vi. Far East Landscape & Maintenance Inc. must comply with the Living Wage Ordinance, therefore, we will start paying \$11.84 for this project.

D. Emergency Phone Numbers

Far East Landscape Services	Office	1-800-887-3227
	Fax	(661) 297-6282
Tony Moon, <i>President</i>	Home	(661) 297-0676
	Cell	(818) 412-8411
Ismiel Poez, <i>Supervisor</i>	Home	(818) 892-5138
	Cell	(818) 205-7505
Jose Maya, <i>Supervisor</i>	Cell	(818) 390-0166

Week Ending:

Foreman:

Santiago cortes

No.	Parcels	Day of weeks		A	B	C	D	E	F	G	H	I	J	K	L	M	N	Comments - Details	
		M T W Th F	M T W Th F																
1	Central	M T W Th F	M T W Th F																
2	Vermont	M T W Th F	M T W Th F																
3	Wiltshire	M T W Th F	M T W Th F																
4	San Vicente	M T W Th F	M T W Th F																
5	Prairie	M T W Th F	M T W Th F																
6	Mashattan	M T W Th F	M T W Th F																
7	Marine	M T W Th F	M T W Th F																
8	Hawthorn	M T W Th F	M T W Th F																
9	Imperial	M T W Th F	M T W Th F																
10	El Segundo	M T W Th F	M T W Th F																
11	Aviation	M T W Th F	M T W Th F																
12	Centilela	M T W Th F	M T W Th F																
13	Crenshaw(Torrance)	M T W Th F	M T W Th F																
14	Charlene	M T W Th F	M T W Th F																
15	Rolling Hill	M T W Th F	M T W Th F																
16	Compton	M T W Th F	M T W Th F																
17	Redondo Beach	M T W Th F	M T W Th F																
18	Vermont(88th. ST-120th. ST)	M T W Th F	M T W Th F																

E X A M P L E
 ATTACHMENT 1

DPW
 Median
 Maintenance Log
 Far East Landscape.

Far-East Landscape & Maintenance Inc.

P O Box 950351
Mission Hills, CA. 91395
1-800-887-3227
Fax 661-297-6282

INSPECTION REPORT

SCHEDULE
FOLLOW-UP

BUILDING _____ SERVICE PROVIDER: _____
INSPECTOR _____ DATE: _____ TIME: _____

PERFORMANCE LEVEL

Employees must wear protective gear at all times.

<u>MOWING</u>	<u>ACCEPTABLE</u>	<u>UNACCEPTABLE</u>	<u>COMMENTS</u>
Once per week	[]	[]	_____
Overall smooth surface appearance	[]	[]	_____
Walkways cleared of cut grass	[]	[]	_____
Grass no less than 3/4 inches or no higher than 1 1/2 inches	[]	[]	_____

MECHANICAL EDGING

Every other week	[]	[]	_____
All turf edges neatly edged and no grass invasions in flower beds	[]	[]	_____
All turf edges neatly edged to a flat & uniform line by and/or around:	[]	[]	_____
• sidewalks	[]	[]	_____
• patios	[]	[]	_____
• driveways	[]	[]	_____
• shrub beds	[]	[]	_____
• flower beds	[]	[]	_____
• ground cover beds	[]	[]	_____
• around tree bases	[]	[]	_____
• sprinklers	[]	[]	_____
• valve boxes	[]	[]	_____
• meter boxes	[]	[]	_____
• backflow devices	[]	[]	_____
• other obstacles	[]	[]	_____
• ground cover	[]	[]	_____

CHEMICAL EDGING

Once every 2 months April to September	[]	[]	_____
Once every 3 months October to March	[]	[]	_____
Application used around:	[]	[]	_____
• planters	[]	[]	_____
• trees	[]	[]	_____
• fence lines	[]	[]	_____
• sprinkler heads	[]	[]	_____
• areas adjacent to buildings	[]	[]	_____
• chemical application product is applied appropriately	[]	[]	_____

Maintain appropriate boundaries:

• trees	[]	[]	_____
• trees and shrubs (18 in.)	[]	[]	_____
• beds and boundaries (12 in.)	[]	[]	_____
• sprinkler heads, valve boxes meter boxes, etc. (6 in.)	[]	[]	_____
• away from dripline of shrubs	[]	[]	_____

EXAMPLE
ATTACHMENT 2

Far-East Landscape & Maintenance Inc.

P.O. Box 950351
Mission Hills, CA. 91395
1-800-887-3227
Fax 661-297-6282

INSPECTION REPORT

WATERING	PERFORMANCE LEVEL		COMMENTS
	ACCEPTABLE	UNACCEPTABLE	
No standing water	<input type="checkbox"/>	<input type="checkbox"/>	
Adequate moisture provided to landscaped areas	<input type="checkbox"/>	<input type="checkbox"/>	
Irrigation system does not cause excessively wet or water logged areas	<input type="checkbox"/>	<input type="checkbox"/>	
Contractor operates and maintains system as follows:	<input type="checkbox"/>	<input type="checkbox"/>	
• cleans and adjusts system equipment	<input type="checkbox"/>	<input type="checkbox"/>	
• repairs all sprinkler heads	<input type="checkbox"/>	<input type="checkbox"/>	
• repairs all risers	<input type="checkbox"/>	<input type="checkbox"/>	
• repairs all swing joints to lateral lines	<input type="checkbox"/>	<input type="checkbox"/>	
• provides all 1/2 inch inlet sprinkler heads, all risers and swing joints due to vandalism, third party negligence, and normal wear	<input type="checkbox"/>	<input type="checkbox"/>	
• replacement equipment meets contract standard	<input type="checkbox"/>	<input type="checkbox"/>	
<u>USE OF CHEMICALS</u>			
Applied by licensed California Pest Control operator	<input type="checkbox"/>	<input type="checkbox"/>	
List of chemicals used provided	<input type="checkbox"/>	<input type="checkbox"/>	
Chemicals applied under safe conditions: i.e., no wind.	<input type="checkbox"/>	<input type="checkbox"/>	
<u>AERIFICATION</u>			
One time per year parkway/medians	<input type="checkbox"/>	<input type="checkbox"/>	
Two times per year: area around office buildings.	<input type="checkbox"/>	<input type="checkbox"/>	
Remove or pulverize turf	<input type="checkbox"/>	<input type="checkbox"/>	
<u>FERTILIZATION</u>			
Six times per year	<input type="checkbox"/>	<input type="checkbox"/>	
Applied per manufacture recommendation	<input type="checkbox"/>	<input type="checkbox"/>	
<u>IRRIGATION SYSTEM</u>			
Check weekly	<input type="checkbox"/>	<input type="checkbox"/>	
Flush lines every four months	<input type="checkbox"/>	<input type="checkbox"/>	
Replace sprinkler parts	<input type="checkbox"/>	<input type="checkbox"/>	
Repair irrigation system within 2 hours	<input type="checkbox"/>	<input type="checkbox"/>	
<u>SWEEPING/WASHING</u>			
Concrete areas and hard court surfaces like patios, etc. are swept/washed	<input type="checkbox"/>	<input type="checkbox"/>	
<u>RODENT CONTROL</u>			
Area free of gophers, squirrels and other damaging pests	<input type="checkbox"/>	<input type="checkbox"/>	
<u>GENERAL OBSERVATION</u>			

EXAMPLE

Far-East Landscape & Maintenance Inc.

P O Box 950351
Mission Hills, CA 91395
1-800-887-3227
Fax 661-297-6282

INSPECTION REPORT

PERFORMANCE LEVEL

<u>WEED CONTROL & REMOVAL</u>	<u>ACCEPTABLE</u>	<u>UNACCEPTABLE</u>	<u>COMMENTS</u>
Remove all weeds from walkways, patios, parking lots, driveways, drainage areas, lawns, flower beds, planters	[]	[]	_____
Timely application of chemical or systemic weed treatment	[]	[]	_____
<u>LITTER CONTROL</u>			
Complete litter pick up. No debris within the landscaped areas including, but not limited to, walkways, sidewalks, between and around planted areas, planters, drain and catch basins	[]	[]	_____
Litter and debris are removed no later than the specified pick up time	[]	[]	_____
Contractor does not use on-site trash bins to store debris	[]	[]	_____
<u>KING</u>			
No accumulation of leaves on landscaped areas in:			
• flower beds	[]	[]	_____
• planters	[]	[]	_____
• turf areas	[]	[]	_____
• under trees	[]	[]	_____
• walkways	[]	[]	_____
• leaves are removed from site	[]	[]	_____
Hand held blowers at approved site only.			
<u>PRUNING & TRIMMING OF TREES AND HEDGES</u>			
Quarterly or as needed			
Ground cover	[]	[]	_____
Tree clearance is twelve (12) feet high	[]	[]	_____
Tree trimmed away from roof, fence or obstacles, and private property	[]	[]	_____
Overall appearance of trees and shrubs is neat and meets contract standards	[]	[]	_____
New growth on trees is removed up to appropriate height	[]	[]	_____
All dead, diseased and unsightly trees and shrubs are removed	[]	[]	_____
All trees tied/staked per contract	[]	[]	_____
All dead, diseased and unsightly plants are removed	[]	[]	_____
No vines or runners not part of planned landscape design	[]	[]	_____

EXAMPLE



Tailgate/Toolbox Safety Training

Safety Services Company-Safety Meeting Division, PO Box 6408 Yuma, AZ 85366-6408 Toll Free (866) 204-4786

CONFIDENTIAL

Company Name: Far East Landscape & Maint. Inc Job Site Location: Martin Luther King/Drew Center

Date: 9/25/09 Start Time: 1:10 Finish Time: 1:30 Foreman/Supervisor: Cipriano Salgado

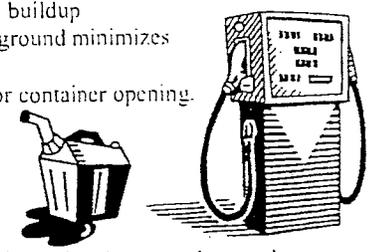
Topic 309: Safe Handling, Storage, and Disposal of Gasoline

Introduction: Gasoline is an important part of our everyday lives. It provides the energy needed to operate our cars, trucks, equipment, boats, and small engines, and motorcycles. However, gasoline can be dangerous if not handled, stored, or disposed of properly. Gasoline should only be used for its intended purpose, as an engine fuel, and stored only when absolutely necessary. It should not be used as a solvent, cleaner, barbecue starter, or any other non-engine use. Following are precautions for the safe handling, storage and disposal of gasoline:



The following precautions should be taken when handling gasoline or filling a container from a dispenser:

- **Keep gasoline** away from ignition sources like heat, sparks, and flames. **DO NOT SMOKE!**
- **Shut off** the vehicle's engine. Turn off any other sources of ignition such as a camper heater, cooking units, or pilot lights.
- **Put gasoline** in a small engine (like a lawnmower) only when the engine and attachments are cool.
- **Store and transport** gasoline only in containers with approved labels as required by law. Never store gasoline in glass or unapproved containers.
- **Portable containers** must be placed on the ground, and the nozzle must stay in contact with the container when filling, to prevent buildup and discharge of static electricity. Fill the container at a slow rate. This will decrease the chance of static ignition buildup.
- **Do not fill** a container in or on a vehicle, including in car trunks or truck beds. (Placing the container on the ground minimizes any static electricity buildup that could lead to a spark and cause a fire.)
- **Manually control** the nozzle valve throughout the filling process, but keep your face away from the nozzle or container opening.
- **Never siphon** gasoline by mouth. Do not put gasoline in your mouth—gasoline can be harmful or fatal if swallowed. If someone swallows gasoline, do not induce vomiting. Contact a doctor immediately.
- **Keep gasoline** away from your eyes and skin, as it may cause irritation.
- **Use gasoline** only in open areas that get plenty of fresh air. Avoid prolonged breathing of gasoline vapors.
- **Never use** gasoline to wash your hands. Remove gasoline-soaked clothing immediately.
- **Fill container** no more than 95 percent full to allow for expansion. Place the cap on tightly; do not use containers that do not seal properly.
- **If gasoline spills** on the container, make sure that it has evaporated before you place the container in your vehicle.
- **When transporting gasoline** in a portable container make sure the container is secure from tipping and sliding. Never leave gasoline containers in the direct sunlight or in the trunk of a car.

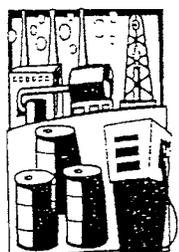


Safe storage of gasoline: There are numerous codes, standards, and regulations that cover storage and handling of gasoline within the United States. Local and state governments are the first places you should check for standards and regulations on gasoline storage. Fire codes and regulations restrict the amount of gasoline that can be stored in occupancies, including service stations, garages, car dealers, hospitals, and commercial and industrial businesses. Most states restrict the amount of gasoline you are allowed to carry in containers in your vehicle. Gasoline should be stored at room temperature, away from potential heat sources such as the sun, hot water heater, space heater or a furnace, and away from ignition sources. Gasoline vapors are heavier than air and can travel along the floor to ignition sources. Therefore, appliance pilot lights or igniters should be kept elevated and more than 50 feet from where gasoline is stored or handled. Other precautions include:

- **Do not smoke** where gasoline is handled or stored.
- **Always keep** gasoline out of children's reach.
- **Keep gasoline** containers tightly closed and handle them carefully to avoid spills.
- **Storage of gasoline** requires developing precautions for spill cleanup. Minor spills should be absorbed with sawdust, paper or rags. Larger spills may be contained and collected.
- **Do not mix** even a small amount of gasoline with kerosene or diesel.
- **Do not use** gasoline in kerosene heaters or lamps.
- **Store gasoline** in a building separate from the house or place of occupancy, such as a shed or garage.



Disposal of gasoline: Never dispose of gasoline by pouring it onto the ground or into a sewer, street drain, stream or other body of water, or putting it into the trash. These actions are environmentally harmful and may result in a fire, or explosion, or in soil, or surface/groundwater contamination. Fines and criminal penalties may be associated with improper disposal. Excess gasoline in good condition can always be added to the fuel tank of a gasoline-powered car or truck. If the gasoline is not usable, there are organizations that will help dispose of gasoline in an environmentally responsible way. Check with your community's fire department, recycling center, and hazardous waste disposal center.



Conclusion: Gasoline can be dangerous. Above all it is highly flammable, easy to ignite, and it burns explosively. Also exposure to gasoline liquid or vapor can cause adverse health effects. MSDS are available on gasoline from your local service station.

Work Site Review

Work-Site Hazards and Safety Suggestions: _____

Personnel Safety Violations: _____

Employee Signatures: _____
(My signature attests and verifies my understanding of and agreement to comply with, all company safety policies and regulations, and that I have not suffered, experienced, or sustained any recent job-related injury or illness.)

Foreman/Supervisor's Signature: _____
These guidelines do not supercede local, state, or federal regulations and must not be construed as a substitute for, or legal interpretation of, any OSHA regulations.



Tailgate/Toolbox Safety Training

Safety Services Company-Safety Meeting Division, PO Box 6408 Yuma, AZ 85366-6408 Toll Free (866) 204-4786

Nombre de Compañía: Far East Landscape & Maint. Localidad del sitio de trabajo: Martin Luther King/Drew Center

Fecha: 9/25/09 Tiempo Empezaron: 1:10 Tiempo Terminaron: 1:30 Supervisor: Cirino Salgado

Tópico 309: Seguro Manejo, Almacén, y Disposición de Combustible

Introducción: Combustible es parte importante de nuestra vida diaria. Provee la energía necesaria para operar nuestros autos, camiones, equipo, boya, una variedad de motores pequeños, y motocicletas. Sin embargo, combustible puede ser peligroso si no es manejado, almacenado, o despachado apropiadamente. Combustible solamente deberá ser usado por su previsto propósito, combustible para motores, y almacenado solamente cuando absolutamente necesario. No deberá ser usado como solvente, limpiador, iniciador de parilla, o cualquier otro uso aparte de motores. Siguiendo las precauciones para el seguro manejo, almacenaje, y disposición de combustible:

Las siguientes precauciones deberán ser tomadas cuando maneje combustible o rellenando un recipiente desde un dispensador:

- **Mantenga combustibles** alejados de fuentes de ignición como calor, chispas, y llamas. **NO FUMES.**
- **Apague el motor** del vehículo. Apague cualquier otro fuente de ignición tal como estufas de caravanas, unidades de cocinar, o pilotos.
- **Ponga combustible** en un motor pequeño (como un cortacésped) solamente cuando el motor y accesorios están frescos.
- **Almacene y transporta** combustible solamente en envases con aprobados rótulos como requerido por la ley. Nunca guarde combustible en envases de vidrio o no aprobado.
- **Recipientes portátiles** deben ser puestos en tierra, y la boquilla debe quedarse en contacto con el envase cuando llenando, para prevenir acumulación y descarga de cualquier electricidad estática. Llene el envase despacio. Esto disminuya la posibilidad de aumento de ignición estática
- **No llenes** un recipiente dentro o en un vehículo, incluyendo cajuela de auto o caja de camión. (Colocando el recipiente en la tierra minimiza cualquier aumento de electricidad estática que puede causar una chispa y causar incendio).
- **Manualmente controla** la válvula de la boquilla sobre el proceso de llenar, pero mantenga tu rostro alejado de la boquilla o abertura del envase
- **Nunca saca combustible** con sifón. No ponga combustible en tu boca - combustible puede ser dañoso o fatal si es ingerido. Si alguien traga combustible, no induce vomito. Exige un medico inmediatamente.
- **Mantenga alejado** combustible de tus ojos y piel, como puede causar irritación.
- **Use combustible** solamente en áreas abiertas que agarran suficiente aire fresco. Evita prolongada respiración de vapores combustibles.
- **Nunca use** combustible para lavarse las manos. Quitase ropa empapada en combustible inmediatamente.
- **Llene el envase** no más de 95% para permitir expansión. Coloca la tapa apretadamente; no use envases que no sellan apropiadamente.
- **Si combustible se derrama** en el envase, asegure que se ha evaporizado antes que pongas el envase en tu vehículo.
- **Cuando transporte** combustible en un envase portátil asegure el envase esta seguro de volcarse y resbalarse. Nunca deje envases de combustibles en luz de sol directa o en la cajuela de tu auto.



Seguro almacenamiento de combustible: Hay numerosos códigos, estándares, y regulaciones que cubren almacenaje y manejo de combustible dentro los EEUU. Gobernación local y estatal son los primeros lugares donde debes chequear por estándares y regulaciones en almacenaje de combustibles. Códigos y regulaciones de incendios restringen la cantidad de combustible que puede ser almacenado en ocupaciones, incluyendo gasolineras, garajes, concesionarios de autos, hospitales, y negocios comerciales e industriales. Muchos estados restringen la cantidad de combustible que puedes cargar en envases en tu vehículo. Combustible deberá ser almacenado a la temperatura del cuarto, alejado de potenciales fuentes de calor tal como el sol, calentador de agua, calefacción u horno, y alejado de fuente de ignición. Vapores de combustible son más pesados que aire y pueden viajar a lo largo del piso a fuentes de ignición. Por lo tanto, pilotos o encendedores de aparatos deben ser mantenidos elevados y mas de 50 pies desde donde combustible es almacenado o manejado. Otras precauciones incluye:

- * **No fume** donde combustible es manejado o guardado.
- * **Siempre mantenga** combustible fuera el alcance de niños.
- * **Mantenga envases** de combustible seguramente cerrados y manéjelos cuidadosamente para evitar derrames.
- * **Almacenaje de combustible** requiere desarrollando precauciones para limpieza de derrames. Derrames menores deberán ser absorbidos con serrín, papel o garras. Grandes derrames deben ser contenidas y colectadas.
- * **No mezcla** combustible con queroseno o diesel.
- * **No use** combustible en calefacción de queroseno o lámparas
- * **Guarde combustible** en un edificio separado desde la casa o lugar de ocupación, tal como un cobertizo o garaje.



Disposición de combustible: Nunca dispone de combustible echándolo en la tierra o dentro un drenaje, drenaje de la calle, arroyo, u otro cuerpo de agua, o poniéndolo dentro la basura. Estas acciones son dañosas al ambiente y puede resultar en un incendio, explosión, contaminación de la superficie de la tierra o pozos de agua. Multas y penales criminales pueden ser asociados con impropio disposición. Exceso combustible en buena condición siempre puede ser agregado al tanque de combustible de un auto o camion. Si el combustible no es usable, hay organizaciones que ayudan disponer combustible en manera ambientalmente responsable. Chequea con el departamento de incendios, centro de reciclar, y centro de disposición de desechos peligrosos.

Conclusión: Combustible puede ser peligroso. Sobre todo es altamente inflamable, fácil de encender, y quemar explosivamente. También, exposición a líquido o vapores de combustible puede causar adverso efectos de salud. MSDS es disponible en combustible desde tu gasolinera local.

Revisión del Sitio de Trabajo

Peligros del sitio de trabajo y sugerencias de seguridad: N/A
Violaciones de Seguridad del Personal: N/A

Firma de Empleado: (Mi firma atestigua y verifica mi comprensión de y conformidad a acatar con todas pólizas y regulaciones de seguridad, y que no he sufrido, experimentado, o sostenido cualquier lesión o enfermedad relacionado con el trabajo)

[Signature]
[Signature]

Firma de Arman/Supervisor: [Signature]
Esta pauta no reemplaza regulaciones locales, estatales o federales y no deben ser interpretadas como sustitución, o interpretación legal de las regulaciones de OSHA.

**Far East
Landscape & Maintenance Inc**

P.O. Box 950351, Mission Hills, CA 91395
1-800-TURF-CARE

-Quality Service-

Employee Identification Badge

Far East Landscape
& Maintenance Inc.

Supervisor 09/30/10.
EXPIRES



Name of Employee

ISMAEL P FLORES

**Far East
Landscape & Maintenance Inc.**

P.O. Box 950351, Mission Hills, CA 91395
(818) 363-8972
1-800-TURF-CARE

-Quality Service-

Subcontractors

No subcontractors on this project

Far East

Landscape & Maintenance Inc.

P.O. Box 950351, Mission Hills, CA 91395

(818) 363-8972

1-800-TURF-CARE

-Quality Service-

Licenses and Certification



DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM



QUALIFIED APPLICATOR LICENSE

DATE OF ISSUE

VALID THROUGH

01/01/2012

12/31/2013

QAL 97384

B

TONY J MOON
PO BOX 950351
MISSION HILLS CA 91395



State Of California
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE



License Number

936346

Entity CORP

Business Name

FAR EAST LANDSCAPE &
MAINTENANCE INC

Classification(s)

B C27

Expiration Date

08/31/2013

www.cslb.ca.gov





CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION

1001 I STREET
SACRAMENTO, CALIFORNIA 95814

ISSUED January 01, 2011
EXPIRES December 31, 2012

**MAINTENANCE GARDENER PEST
CONTROL BUSINESS LICENSE**

LICENSE NO. 35224

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

Mailing Address

FAR EAST LANDSCAPE MAINTENANCE
PO BOX 950351
MISSION HILLS, CA 91395

Business Location

FAR EAST LANDSCAPE MAINTENANCE
27118 COLEBROOKE PL
VALENCIA, CA 91354

Mary-Ann Warmerdam, Director

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

1. Please make sure the information on your license is correct.
2. Notify us immediately of any changes to your business (e.g., name, address, insurance carrier or qualified person).
3. If you lose your license, then you may request a new one for a \$20 fee.
4. Please refer to the license number located in the middle of the page when contacting us.
5. For more information, please contact us at (916) 445-4038 or at <licenseemail@cdpr.ca.gov>. Or you may write to

**Department of Pesticide Regulation
Pest Management and Licensing Branch
Licensing and Certification Program
P.O. Box 4015
Sacramento, California 95812-4015**



DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM



AGRICULTURAL PEST CONTROL ADVISER LICENSE

DATE OF ISSUE
01/01/2012

VALID THROUGH
12/31/2013

PCA 71507
EFRAIN VELASCO
15357 PINE LANE
CHINO HILLS CA 91709

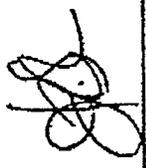
ABCDEFG



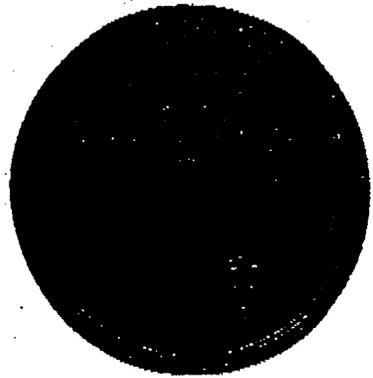
International Society of Arboriculture Certified Arborist

Randy A. Carpenter

Having successfully completed the requirements set by the Arborist Certification Board of the International Society of Arboriculture, the above named is hereby recognized as an ISA Certified Arborist



John Skiera, Executive Director
International Society of Arboriculture



WE-3728A Jan 17, 1998 Jun 30, 2013
Certification Number Certified Since Expiration Date

Far East

Landscape & Maintenance Inc.

P.O. Box 950351, Mission Hills, CA 91395

(818) 363-8972

1-800-TURF-CARE

-Quality Service-

Insurance

Far East

Landscape & Maintenance Inc.

P.O. Box 950351, Mission Hills, CA 91395

(818) 363-8972

1-800-TURF-CARE

-Quality Service-

Recording Keeping

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 style="text-align: center;">" See ATTACHMENT "</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>2. REPORTING TIME</p> <p>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>3. RECORDS OF ACTUAL TIME WORKED</p> <p>3.1. What records are created to document the beginning and ending times of employee's actual work shifts?</p> <p>3.2. What records are maintained by the Proposer of actual time worked?</p> <p>3.3. Are the records maintained daily or at another interval (indicate the interval)?</p> <p>3.4. Who creates these records (e.g., employee, supervisor, or office staff)?</p> <p>3.5. Who checks the records, and what are they checking for?</p> <p>3.6. What happens to these records?</p> <p>3.7. Are they used as a source document to create Proposer's payroll?</p> <p>3.8. ATTACH ACTUAL COPIES OF THESE RECORDS <u>(Please blank out any personal information).</u></p>	

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>4. OTHER RECORDS USED TO CREATE PAYROLL (IF ANY)</p> <p>4.1. If records of actual time worked are not used to create payroll, what is the source document that is used?</p> <p>4.2. Who prepares and who checks the source document?</p> <p>4.3. Does the employee sign it?</p> <p>4.4. Who approves the source document, and what do they compare it with prior to approving it?</p>	
<p>5. BREAKS</p> <p>5.1. How does the Proposer know that employees take mandated breaks and meal breaks (periods)?</p> <p>5.2. Does the Proposer maintain any written supporting documentation to validate that the breaks actually occurred?</p> <p>5.3. If so, who prepares, reviews, and approves such documentation?</p>	

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>6.2. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)?</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>6.4. What information is provided on the check (e.g., deductions for taxes, etc.)?</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>	

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>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>	

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>9. TRAVEL TIME</p> <p>9.1. How is travel time during an employee's shift paid?</p> <p>9.2. At what rate is such travel time paid if the employee has multiple wage rates?</p> <p>9.3. Discuss how the Proposer calculates the day's wages for each situation described in the following two examples:</p> <p>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.</p> <p>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.</p>	
<p>10. OVERTIME</p> <p>10.1. How does the Proposer calculate overtime wages?</p> <p>10.2. What if the employee has multiple wage rates?</p>	

DATED: 7/15/08

PROPOSER'S SIGNATURE:



Wage and hour record keeping for living wage contracts

1. Tracking hours worked

1.1. The employees report for work at a central site and move from job site to job site. They clock in for work as soon as they arrive at the central site. Thus, their shift technically starts when they arrive at the central site.

1.2. At central office site.

1.3 Employees clock in their time on the sign in sheet at the central office site.

2. Reporting time

The firm knows that employees reported for work by way of sign in sheets.

3. Record of actual time worked

3.1. Employees are required to sign a time-in/time-out sheet, in addition to a payroll record card.

3.2. Sign a time-in/time-out sheet.

3.3. Daily.

3.4. Employee turn in sign in sheet at end of day and supervisor check a sign in sheet..

3.5. This is done in conjunction with a supervisor who daily checks the records for accuracy.

3.6 These records are then put into a file cabinet for safe keeping because they are used as source documents to create the firm's payroll. (Copy of a sample payroll record attached)

3.7 Yes

3.8 Copy of sign in sheet

4. N/A. The records from Sub-paragraph "3" are used to create the payroll.

5. Breaks

5.1. Our firm does not make records of breaks and meal breaks because the employees take breaks whenever they need.

5.2. They usually take ten minute breaks every two hours and are given a lunch break everyday.

5.3. They track their own breaks in accordance with the supervisor.

6. How payroll is prepared

6.1. Employees are paid with a computer generated check that includes regular hours worked and overtime hours worked. Information that is provided on the check include: deductions, overtime hours, gross pay, net pay, social security number, and hourly wages.

6.2. Automated check (Computer generate check)

6.3. Single check.

6.4. Information that is provided on the check include: deductions, overtime hours, gross pay, net pay, social security number, and hourly wages

6.5. Copy of check and check stub attached.

7. Manual payroll system

7.1. N/A. Our firm does not use a manual payroll system.

7.2. No Multiple wage system.

8. Automated payroll system.

8.1. The number of hours is entered into the computer for each employee, and the wages are automatically calculated.

8.2. N/A

8.3. Yes, Calculation embedded in the software program.

9 Travel time

9.1. Travel time is paid equally as working time.

9.2. Same rate as working rate.

9.3 Full time employees working under county contract will working full 8 hour working under county facilities therefore do not have multiple wage rates.

10. Overtime.

10.1 Any working and traveling hours over 8 hour's day are considered overtime.

10.2 N/A

DATED: 09/11/12 PROPOSER'S SIGNATURE:

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the end, positioned over a horizontal line.

EMPLOYER: Far East Landscape & Maintenance Inc.

EMPLOYEE'S NAME: [REDACTED] ejandre

EMPLOYEE'S ADDRESS: [REDACTED]

EMP. SSN: 8083 HIRE DATE: [REDACTED] PAY PERIOD ENDING: 07/04/08

BIRTHDAY - FULL NUMBER: [REDACTED] DISCHARGE DATE: [REDACTED] OCCUPATION: [REDACTED]

DATE	IN	OUT	IN	OUT	IN	OUT	TOTAL DAILY HOURS	MEALS	B	L	D
S							8				
M	6:15			2:45			8				
Tu	7:02			3:30			8				
W	7:11			3:45			8				
Th	7:05			3:30			8				
Fri	7:13			3:45			8				
Sat											
THIS WEEK							40	40	10.00		
WEEK HOURS							5	0	15.00		
WEEK OVERTIME											
SALARY BE PAID ON TIME WEEKLY OR MONTHLY BASIS											
REMUNERATION OTHER THAN CASH FOR BOARD OF DIRECTORS											
GROSS EARNINGS											
FEDERAL WITHHOLDING TAX											
MEDICARE TAX											
SOCIAL SECURITY TAX											
STATE WITHHOLDING TAX											
STATE DISABILITY INSURANCE											
FEDERAL INS CONTRIBUTION ACT											
TOTAL DEDUCTIONS											
NET EARNINGS											
LESS REMUNERATION OTHER THAN CASH											
<input type="checkbox"/> BY CASH <input type="checkbox"/> BY CHECK NO. _____ NET PAY PER PERIOD											

I HEREBY CERTIFY THAT THE TIME SHOWN ABOVE IS CORRECT

EMPLOYEE'S SIGNATURE: [Signature] DATE: 07/11/08

D4740

BANK OF AMERICA
10300 SEPULVEDA BOULEVARD
MISSION HILLS, CA 91345

10334

10-00-00
25

FAR EAST
LANDSCAPE & MAINTENANCE INC.
1-800-TURF CARE (887-3227)
PO BOX 950351
MISSION HILLS, CA 91395

7/11/2008

\$ **366.20

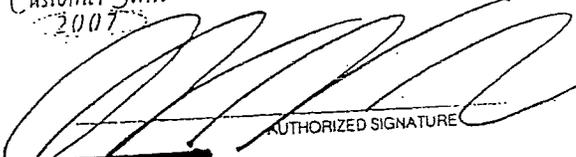
(TO THE
DER OF [redacted] Alejandro

DOLLARS

Three Hundred Sixty-Six and 20/100*****

[redacted] Alejandro
[redacted]
Arleta, CA 91331

Customer Since
2007



AUTHORIZED SIGNATURE

MEMO

06/28/2008 - 07/04/2008 Pay Period

⑈010334⑈ [redacted]

FAR EAST LANDSCAPE & MAINTENANCE INC.

[redacted] Alejandro
[redacted] Hurst St.
Arleta, CA 91331

*****8083

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

Hourly Wages (40@\$10.00)
Social Security Employee
Medicare Employee
CA - Disability Employee

7/11/2008

400.00
-24.80
-5.80
-3.20

YTD
10334
10,780.00
-668.36
-156.31
-86.24

CONFIDENTIAL

06/28/2008 - 07/04/2008 Pay Period

366.20

Far East

-Quality Service-

Landscape & Maintenance Inc.

P.O. Box 950351, Mission Hills, CA 91395

(818) 363-8972

1-800-TURF-CARE

Form List

VERIFICATION OF PROPOSAL

DATE: 09/11/12 ; 2012L **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.

2. NAME OF SERVICE: Far East Landscape and Maintenance Inc.
DECLARANT INFORMATION

3. NAME OF DECLARANT: Tony Moon

4. I AM DULY VESTED WITH THE AUTHORITY TO MAKE AND SIGN INSTRUMENTS FOR AND ON BEHALF OF THE PROPOSER(S).

5. MY TITLE, CAPACITY, OR RELATIONSHIP TO THE PROPOSER(S) IS: president
PROPOSER INFORMATION

6. Proposer's full legal name: Tony Moon Telephone No.: 661-297-0918
 Address: 27118 Colebrook Pl, Valencia CA 91354 Fax No.: 661-297-6282
 e-mail: tonymoon@far-east-lm.com County WebVen No.: 05188101 IRS No.: _____ Business License No.: 000021336-01

7. Proposer's fictitious business name(s) or dba(s) (if any): Far East landscape and Maintenance Inc.
 County(s) of Registration: Los Angeles State: CA Year(s) became DBA: 1988

8. The Proposer's form of business entity is (CHECK ONLY ONE): Corporation - S

Sole proprietor Name of Proprietor: _____

A corporation: Corporation's principal place of business: 27118 Colebrook Pl Valencia
 State of incorporation: CA Year incorporated: 2007

Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts President/CEO: _____
 Secretary: _____

A general partnership: Names of partners: _____

A limited partnership: Name of general partner: _____

A joint venture of: Names of joint venturers: _____

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) <u>Tony Moon</u>	Title <u>president</u>	Phone <u>661-297-0918</u>	Fax <u>661-297-6282</u>
Street <u>27118 Colebrook Pl</u>	City <u>Valencia</u>	State <u>CA</u>	Zip <u>91354</u>
Name(s)	Title	Phone	Fax
Street	City	State	Zip

10. Is your firm wholly or majority owned by, or a subsidiary of another firm? No 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? No 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? No 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. CHECK ONE:
 (a) I am making these representations and all representation contained in this proposal on my personal knowledge;
 OR
 (b) I am making these representations all representation contained in this proposal based on information and belief that they are true.

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

Signature of Proposer or Authorized Agent: Tony Moon Date: 9/11/12
president

SCHEDULE OF PRICES

FOR

ANTELOPE VALLEY LANDSCAPE MAINTENANCE SERVICES (2012-PA036)

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

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

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
			Proposed Hours X Frequency X Cost Per Hour = Annual Cost Per Frequency			
1.	All Site Inspection and Reporting per Requirements					
	a. Inspection	0.5	1	52	\$ 25	\$ 1,300
	b. Reporting	0.5	1	12	\$ 25	\$ 300
2.	All Management and Supervision	0.25	.5	52	\$ 25	\$ 650
3.	Mowing Ornamental Grass					
	a. Warm Season - April through November	0.25	.5	52	\$ 25	\$ 650
	b. Cool Season - December through March	NA	NA	NA	\$ NA	\$ NA

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
			Proposed Hours Per Frequency X Frequency X Cost Per Hour = Annual Cost			
4.	Mechanical Edging					
	a. Turf Areas	NA	NA	NA	\$ NA	\$ NA
	b. Groundcover	NA	NA	NA	\$ NA	\$ NA
5.	Weed Removal					
	a. Walks, Beds, Planters, and Groundcover Hardscape	0.5	1	52	\$ 25	\$ 1,300
	b. Bare Areas	0.5	1	52	\$ 25	\$ 1,300
	c. Undeveloped Areas	NA	NA	NA	\$ NA	\$ NA
6.	Litter Control	0.5	1	52	\$ 25	\$ 1,300
7.	Raking					
	a. Turf Under Trees	0.5	1	52	\$ 25	\$ 1,300
	b. Planter Beds and Planters	0.5	1	52	\$ 25	\$ 1,300

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
			Proposed Hours X Frequency X Cost Per Hour = Annual Cost Per Frequency			
8.	Clearance Pruning/Hedge Trimming					
	a. Tree Safety Clearance/Tree Pruning	NA	NA	NA	\$ NA	\$ NA
	b. Shrub Safety Clearance/ Shrub Pruning	0.25	1.5	52	\$ 25	\$ 650
	c. Hedge Shaping /Trimming	0.25	1.5	52	\$ 25	\$ 650
	d. Groundcover Thinning	1	1	1	\$ 35	\$ 35
	e. Turf Reseeding	NA	NA	NA	\$ NA	\$ NA
9.	Sweeping - Hard Surfaces, Walks, and Steps	1	1	24	\$ 25	\$ 600
10.	Aerification	NA	NA	NA	\$ NA	\$ NA
11.	Rodent Control	0.25	1.5	52	\$ 25	\$ 650
12.	Turf and Plant Fertilization	0.5	1	52	\$ 25	\$ 1300

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
			Proposed Hours X Frequency X Cost Per Hour = Annual Cost Per Frequency			
13.	<p>Chemical Application</p> <p>a. Turf – detailing general turf areas with systemic herbicides</p> <p>b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds – with systematic herbicides</p>	<p><u>As Needed</u></p> <p><u>As Needed</u></p>	<p><u>As Needed</u></p> <p><u>As Needed</u></p>	<p><u>As Needed</u></p> <p><u>As Needed</u></p>	<p>\$ <u>65</u></p> <p>\$ <u>65</u></p>	<p>\$ <u>NA</u></p> <p>\$ <u>NA</u></p>

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
			Proposed Hours Per Frequency X Frequency X Cost Per Hour = Annual Cost			
14.	Irrigation/Watering – Manual					
	a. Valve Box Integrity – replace covers, check for safety and security, more often if necessary	0.5	1	12	\$ 25	\$ 300
	b. Inspect, Operate, Control, and Make Adjustments, more often if necessary	0.5	1	12	\$ 25	\$ 150
	c. Repair, Replace, Relocate Sprinkler Heads, Repair Lines, more often if necessary	As Needed	As Needed	As Needed	\$ 65	\$ NA
	d. Manual Watering of Turf and Shrubs, more often if necessary	As Needed	As Needed	30 days if automatic system fails	\$ 65	\$ NA
15.	Graffiti Removal	As Needed	As Needed	As Needed	\$ 100	\$ NA
16.	Tree Staking and Tying	0.5	1	12	\$ 25	\$ 300
ANNUAL SUBTOTAL – RIDGE ROUTE AND PICO CANYON MEDIANS					\$ 14,035-	

Total hrs: 8.75

15.5

B. DRAINAGE BASIN ASSESSMENT AREAS (DBAAs)

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
			Proposed Hours Per Frequency X Frequency X Cost Per Hour = Annual Cost			
1.	All Site Inspection and Reporting per Requirements					
	a. Inspection	0.5	1	52	\$ 25	\$ 1,300
	b. Inspection	0.5	1	12	\$ 25	\$ 300
2.	All Management and Supervision	0.25	15	52	\$ 25	\$ 650
3.	Mowing					
	a. Warm Season - April through November	NA	NA	NA	\$ NA	\$ NA
	b. Cool Season - December through March	NA	NA	NA	\$ NA	\$ NA
4.	Mechanical Edging					
	a. Turf Areas	NA	NA	NA	\$ NA	\$ NA
	b. Groundcover	NA	NA	NA	\$ NA	\$ NA
5.	Weed Removal					
	a. Walks, Beds, Planters, and Groundcover Hardscape	0.5	1	52	\$ 25	\$ 1,300
	b. Bare Areas	0.5	1	52	\$ 25	\$ 1,300
	c. Undeveloped Areas	0.5	1	52	\$ 25	\$ 1,300

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
			Proposed Hours Per Frequency X Frequency X Cost Per Hour = Annual Cost			
6.	Litter Control	<u>0.5</u>	<u>.5</u>	<u>52</u>	<u>\$ 25</u>	<u>\$ 650</u>
7.	Raking					
	a. Turf Under Trees	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>\$ NA</u>	<u>\$ NA</u>
	b. Planter Beds and Planters	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>\$ NA</u>	<u>\$ NA</u>
8.	Clearance Pruning/Hedge Trimming					
	a. Tree Safety Clearance/Tree Pruning	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>\$ NA</u>	<u>\$ NA</u>
	b. Shrub Safety Clearance/Shrub Pruning-Growing season	<u>0.5</u>	<u>2</u>	<u>6</u>	<u>\$ 25</u>	<u>\$ 300</u>
	c. Hedge Shaping /Trimming	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>\$ NA</u>	<u>\$ NA</u>
	d. Groundcover Thinning	<u>1</u>	<u>1</u>	<u>24</u>	<u>\$ 10</u>	<u>\$ 240</u>
	e. Turf Reseeding	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>\$ NA</u>	<u>\$ NA</u>
9.	Sweeping – Hard Surfaces, Walks, and Steps	<u>1</u>	<u>1</u>	<u>24</u>	<u>\$ 25</u>	<u>\$ 600</u>
10.	Aerification	<u>NA</u>	<u>NA</u>	<u>NA</u>	<u>\$ NA</u>	<u>\$ NA</u>
11.	Rodent Control	<u>0.25</u>	<u>1</u>	<u>26</u>	<u>\$ 25</u>	<u>\$ 6.50</u>

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
			Proposed Hours Per Frequency X Frequency X Cost Per Hour = Annual Cost			
14.	Irrigation/Watering – Manual					
	a. Valve Box Integrity – replace covers, check for safety and security, more often if necessary	0.5	1	12	\$ 25	\$ 300
	b. Inspect, Operate, Control, and Make Adjustments, more often if necessary	0.5	1	12	\$ 25	\$ 300
	c. Repair, Replace, Relocate Sprinkler Heads, Repair Lines, more often if necessary	As Needed	As Needed	As Needed	\$ 100	\$ NA
	d. Manual Watering of Turf and Shrubs, more often if necessary	NA	NA	NA	\$ NA	\$ NA
15.	Graffiti Removal	As Needed	As Needed	As Needed	\$ 100	\$ NA
ANNUAL SUBTOTAL - DBAAs					\$ 9,590 -	

Total hrs: 7.5 17

C. MD5 OFFICE AND RD556- CASTIAC YARD

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
			Proposed Hours X Frequency X Cost Per Hour = Annual Cost Per Frequency			
1.	All Site Inspection and Reporting per Requirements					
	a. Inspection	0.5	1	52	\$ 25	\$ 1,300
	b. Inspection	0.5	2	12	\$ 25	\$ 600
2.	All Management and Supervision	0.5	1	52	\$ 25	\$ 1,300
3.	Mowing					
	a. Warm Season - May through October	0.5	1	26	\$ 25	\$ 650
	b. Cool Season - November through April	0.5	1	12	\$ 25	\$ 300
4.	Mechanical Edging					
	a. Turf Areas	NA	NA	NA	\$ NA	\$ NA
	b. Groundcover	NA	NA	NA	\$ NA	\$ NA
5.	Weed Removal					
	a. Walks, Beds, Planters, and Groundcover Hardscape	0.5	1	52	\$ 25	\$ 1,300
	b. Bare Areas	0.5	1	52	\$ 25	\$ 1,300
	c. Undeveloped Areas	NA	NA	NA	\$ NA	\$ NA

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
			Proposed Hours Per Frequency X Frequency X Cost Per Hour = Annual Cost			
6.	Litter Control	0.5	2	12	\$ 25	\$ 600
7.	Raking					
	a. Turf Under Trees	0.5	1	52	\$ 25	\$ 1,300
	b. Planter Beds and Planters	0.5	1	52	\$ 25	\$ 1,300
8.	Clearance Pruning/Hedge Trimming					
	a. Tree Safety Clearance/Tree Pruning	NA	NA	NA	\$ NA	\$ NA
	b. Shrub Safety Clearance/Shrub Pruning	1	1	24	\$ 25	\$ 600
	c. Hedge Shaping/Trimming	0.5	1	26	\$ 25	\$ 650
	d. Groundcover Thinning	1	1	24	\$ 25	\$ 600
	e. Turf Reseeding	NA	NA	NA	\$ NA	\$ NA
9.	Sweeping – Hard Surfaces, Walks, and Steps	0.5	1	24	\$ 25	\$ 600
10.	Aerification	NA	NA	NA	\$ NA	\$ NA
11.	Rodent Control	0.5	1	52	\$ 25	\$ 1,300

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
			Proposed Hours Per Frequency X Frequency X Cost Per Hour = Annual Cost			
12.	Turf and Plant Fertilization	<u>1</u>	<u>4</u>	<u>2</u>	\$ <u>35</u>	\$ <u>280</u>
13.	Chemical Application a. Turf – detailing general turf areas with systemic herbicides b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds – with systematic herbicides	As Needed	As Needed	As Needed	\$ <u>100</u>	\$ <u>NA</u>
		As Needed	As Needed	As Needed	\$ <u>100</u>	\$ <u>NA</u>

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
			Proposed Hours Per Frequency X Frequency X Cost Per Hour = Annual Cost			
14.	Irrigation/Watering - Manual					
	a. Valve Box Integrity - replace covers, check for safety and security, more often if necessary	0.5	1	12	\$ 25	\$ 300
	b. Inspect, Operate, Control, and Make Adjustments, more often if necessary	0.5	1	24	\$ 25	\$ 600
	c. Repair, Replace, Relocate Sprinkler Heads, Repair Lines, more often if necessary	As Needed	As Needed	As Needed	\$ 100	\$ NA
	d. Manual Watering of Turf and Shrubs, more often if necessary	As Needed	As Needed	As Needed	\$ 100	\$ NA
15.	Graffiti Removal	As Needed	As Needed	As Needed	\$ 100	\$ NA
ANNUAL SUBTOTAL - MD5 OFFICE AND RD556- CASTIAC YARD					\$ 14880	

Total

10.5

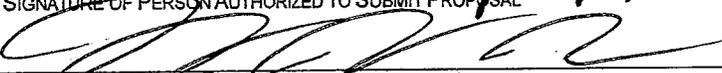
23

D. AS-NEEDED ADDITIONAL ITEMS REQUIRING DEPARTMENT APPROVAL

ITEM	ITEM DESCRIPTION	UNIT	NO. OF UNITS	COST PER UNIT	ANNUAL COST
			No. of Units	X Cost Per Unit	= Annual Cost
1.	Remove Dead Trees	Each	<u>1</u>	\$ <u>900</u>	\$ <u>900</u>
2.	Plant Replacement				
	a. 1-gallon size plant material and installation	Each	<u>1</u>	\$ <u>12</u>	\$ <u>12</u>
	b. 5-gallon size plant material and installation	Each	<u>1</u>	\$ <u>35</u>	\$ <u>35</u>
	c. 15-gallon tree including material and installation	Each	<u>1</u>	\$ <u>100</u>	\$ <u>100</u>
	d. 24-inch box size tree, including material and installation	Each	<u>1</u>	\$ <u>180</u>	\$ <u>180</u>
3.	Cost for manual operation of irrigation system past the required 30-day period	Hourly	<u>1</u>	\$ <u>48</u>	\$ <u>48</u>
4.	Cost for irrigation system repairs, 4-hour minimum for emergency call out repairs	Hourly	<u>1.5</u>	\$ <u>48</u>	\$ <u>72</u>
5.	Flat rate for emergency call back to shut off water/turn of irrigation system	Hourly	<u>1</u>	\$ <u>72</u>	\$ <u>72</u>
ANNUAL SUBTOTAL – AS-NEEDED ADDITIONAL ITEMS REQUIRING DEPARTMENT APPROVAL					\$ <u>1,419</u>

WORK LOCATION	ANNUAL SUBTOTAL
A. RIDGE ROUTE AND PICO CANYON MEDIANS	\$ 14,035-
B. DBAAs	\$ 9,590-
C. MD5 OFFICE AND RD556- CASTIAC YARD	\$ 14,880-
D. AS-NEEDED ADDITIONAL ITEMS REQUIRING DEPARTMENT APPROVAL	\$ 1,419
TOTAL PROPOSED ANNUAL PRICE (a+b+c+d)	\$ 39,924-

TOTAL ANNUAL HOURS	821.5
---------------------------	-------

LEGAL NAME OF PROPOSER <i>Far East Landscape & Maintenance Inc.</i>		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON <i>President</i>		
DATE <i>9/17/12</i>	STATE CONTRACTOR'S LICENSE NUMBER <i>936346</i>	LICENSE TYPE <i>C-27,</i>
PROPOSER'S ADDRESS: <i>27118 Colebrook Pl Valencia Ca 91354</i>		
PHONE <i>661-297-0918</i>	FACSIMILE <i>661-297-6282</i>	E-MAIL <i>foreastmoon1@Valco.com</i>

P:\aspub\CONTRACT\Andres\ANTELOPE VALLEY\2012\041 PW-2 Form for AVLMC.doc

County Proposer
26.75 15.5+17+23 = 55.5

**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: <u>Far East Landscape and Maintenance INC</u>	
Company Address: <u>27118 Colebrook pl</u>	State: <u>Ca</u> Zip Code: <u>91354</u>
City: <u>Valencia</u>	
Telephone Number: <u>661-297-0918</u>	
(Type of Goods or Services): <u>Landscape Maintenance</u>	

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: <u>TONY MOON</u>	Title: <u>president</u>
Signature: 	Date: <u>09/11/12</u>

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: Antelope Valley Landscape Maintenance (2012-PA036)
 SERVICE BY PROPOSER: Far East Landscape
 PROPOSAL DATE: 9/11/12

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.	6	5	3	6	6	26.	6
2. Total dollar amount of Contracts (in thousands of dollars).	918,190	889,058	607,024	532,716	658,728	3,589,389	524,055
3. Number of fatalities.	0	0	0	0	0	0	0
4. Number of lost workday cases.	0	0	0	0	0	0	0
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.	0	0	0	0	0	0	0
6. Number of lost workdays.	0	0	0	0	0	0	0

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

Name of Proposer or Authorized Agent (print): Tony Cyon Signature:  Date: 9/11/12

CONFLICT OF INTEREST CERTIFICATION

I, Tony Mow

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

of Far East Landscape and Maintenance INC.
Name of proposer

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

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

1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
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 

Date 09/11/12

PROPOSER'S REFERENCE LIST

PROPOSER NAME: Fav East Landscape & Maintenance Inc.
 PROPOSED CONTRACT FOR: Antelope Valley - Road Division (2012-PA036)

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: <u>Landscape Maint.</u>	SERVICE DATES: <u>08/05</u>
DEPT/DISTRICT: <u>La Dept of Health Services</u>	
CONTACT: <u>Dexter Green</u>	
TELEPHONE: <u>1-310-668-5096</u>	
FAX: <u>1-310-762-2041</u>	
E-MAIL: <u>dgreen@lachs.org</u>	

SERVICE: <u>landscape Maint</u>	SERVICE DATES: <u>1/11</u>
DEPT/DISTRICT: <u>La Dept of park & Recreation</u>	
CONTACT: <u>Daniel Gonzales</u>	
TELEPHONE: <u>661-810-7471</u>	
FAX:	
E-MAIL:	

SERVICE: <u>Landscape Maint</u>	SERVICE DATES: <u>05/10</u>
DEPT/DISTRICT: <u>La DPW</u>	
CONTACT: <u>Brian Le</u>	
TELEPHONE: <u>714-458-6052</u>	
FAX:	
E-MAIL:	

SERVICE: <u>landscape Maint</u>	SERVICE DATES: <u>08/08</u>
DEPT/DISTRICT: <u>La DPW</u>	
CONTACT: <u>Toby Taube</u>	
TELEPHONE: <u>1-661-400-3837</u>	
FAX: <u>1-661-949-6179</u>	
E-MAIL:	

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: <u>andscape Maint</u>	SERVICE DATES: <u>09/06</u>
AGENCY/FIRM: <u>Valley West Landscape Co.</u>	
ADDRESS: <u>Orange Line</u>	
CONTACT: <u>Jesus ponce</u>	
TELEPHONE: <u>818-612-8359</u>	
FAX:	
E-MAIL:	

SERVICE: <u>andscape Maint</u>	SERVICE DATES: <u>07/2000</u>
AGENCY/FIRM: <u>Tropical Creation</u>	
ADDRESS: <u>City Median</u>	
CONTACT: <u>Macario Duran</u>	
TELEPHONE: <u>818-448-0545</u>	
FAX:	
E-MAIL: <u>macarioduran99@yahoo.com</u>	

SERVICE: <u>andscape Maint</u>	SERVICE DATES: <u>08/05</u>
AGENCY/FIRM: <u>La DHS</u>	
ADDRESS: <u>Olive Hospital</u>	
CONTACT: <u>Luther Wortham</u>	
TELEPHONE: <u>1-818-364-3325</u>	
FAX: <u>1-818-364-3340</u>	
E-MAIL: <u>lwortham@dhs.lacounty.gov</u>	

SERVICE: <u>andscape Maint</u>	SERVICE DATES: <u>02/08</u>
AGENCY/FIRM: <u>Community Development Services</u>	
ADDRESS: <u>Ujima Village</u>	
CONTACT: <u>Ernesto Attevilaga</u>	
TELEPHONE: <u>323-357-3100</u>	
FAX: <u>323-249-1449</u>	
E-MAIL: <u>ernesto.attevilaga@larcdc.org</u>	

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name	Far East Landscape and Maintenance Inc.
Address	27118 Colebrook Pl, Van Nuys, Ca 91354
Internal Revenue Service Employer Identification Number	26-1409381

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	Far East Landscape and Maintenance Inc.		
Authorized representative	Tony Mow		
Signature			Date 09/11/12

**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: Far East Landscape & Maintenance Inc.

My County (WebVen) Vendor Number: 05188101

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			2		14	
Asian or Pacific Islander	1			1		
American Indian						
Filipino						
White						

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

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

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

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date
MTA	X				1/2014

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: <u>President</u>	Date: <u>09/11/12</u>
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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 Far East Landscape & Maint.	Date 09/11/12

CHARITABLE CONTRIBUTIONS CERTIFICATION

Far East Landscape and Maintenance INC.
Company Name

27118 Colebrook pl Valencia Ca 91354
Address

26-1409381
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

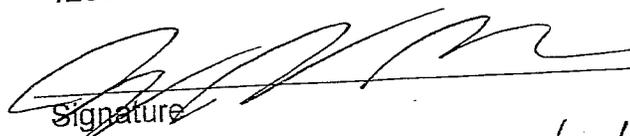
YES

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 or Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.


Signature

09/11/12
Date

Tony Moh president
Name and Title (please type or print)

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

COMPANY NAME: <i>Far East Landscape and Maintenance Inc.</i>		
COMPANY ADDRESS: <i>27118 Colebrook pl, Valencia CA 91354</i>		
CITY:	STATE:	ZIP CODE:

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: <i>TONY MOON</i>	TITLE: <i>president</i>
SIGNATURE: 	DATE: <i>09/11/12</i>

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

PROPOSER'S LIST OF TERMINATED CONTRACTS

PROPOSER'S NAME: Fav East Landscape & Maintenance Inc.

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

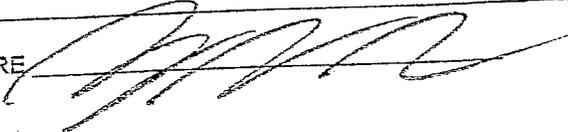
Proposer must list all contracts that have been terminated within the past three years. Terminated contracts are those contracts terminated by an agency or firm before the contract's expiration date. If a contract(s) was terminated, please attach an explanation on a separate sheet, whether the termination 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 contracts that were terminated prior to expiration.

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:	

SIGNATURE  DATE: 09/11/12

PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS

Proposer's Name: Far East Landscape and Maintenance

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: _____

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):

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:  Date: 09/11/12

ANTELOPE VALLEY LANDSCAPE MAINTENANCE SERVICES (2012-PA036)

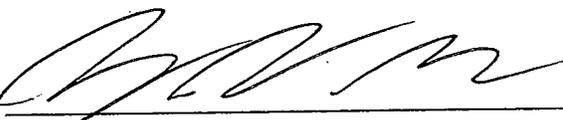
PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION

Far East Landscape & Maintenance Inc.
Proposer's Name

27118 Colebrook Pl Valencia CA 91354
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: 09/11/12

**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**

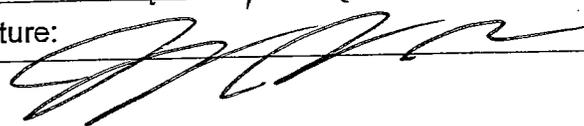
To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

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: <i>Tony Mason</i>	Title: <i>President</i>
Signature: 	Date: <i>9/11/12</i>

ANTELOPE VALLEY LANDSCAPE MAINTENANCE SERVICES (2012-PA036)

MINIMUM REQUIREMENTS AFFIRMATION

1. MINIMUM EXPERIENCE

Proposer does meet the following minimum experience requirement as set forth in Part I, Section 1.B.1.: Proposer or its managing employee must have a minimum of three years of experience providing landscape maintenance services. (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).

Years of Experience	Proposer or its Managing Employee's Name	Description of Experience
25 years	TONY MOON	landscape lawn management + Irrigation Ground maintenance, herbicide management

Proposer does not meet the minimum experience requirement stated above. If you check this box, your proposal will be immediately disqualified as non-responsive.

2. LICENCES AND CERTIFICATIONS

Proposer or its managing employee does meet the following minimum experience requirement as set forth in Part I, Section 1.B.2. Proposer or its managing employee must hold a valid/active State of California Contractors C-27, Landscaping Contractor's License, California Qualified Applicator License, and California Pest Control Business License, issued by the State of California.

License Type	Name of License Holder	No.	Expiration Date
C-27	TONY MOON	936346	08/31/2013
CA Qualified Applicator	TONY MOON	97384	12/31/13
CA Pest Control Business License	TONY MOON	35224	12/31/12

- Proposer or its managing employee does not meet the minimum licensing requirement stated above. If you check this box, your proposal will be immediately disqualified as non-responsive.

I declare under penalty of perjury that the above information is true and accurate.

Signature 	Title president
Firm Name Far East Landscape	Date 9/11/12

**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.

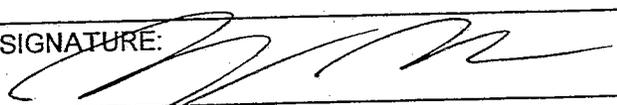
- I **do not** have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage of not less than **\$11.84 per hour** per employee.
- I **do have** a bona fide health care benefit plan for those employees who will 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:	
I declare under penalty of perjury under the laws of the State of California that the above information is true and correct:	
SIGNATURE: 	DATE: 09/11/12
PLEASE PRINT NAME: Tony Moon	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.


Owner's/Agent's Authorized Signature

Fair East Landscape Maintenance Inc.
Print Name of Firm

Tony Moon
Print Name and Title

09/11/12
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:	Print Name of Owner:
Print Address of Firm:	Owner's/AGENT's Authorized Signature:
City, State, Zip Code	Print Name and Title:

"None"

Public Entity Name	
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.

GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS

<p>COUNTY DETERMINATION</p> <p>Proposer Name: _____</p> <p>Contracting Department: _____</p> <p>Department Contact Person: _____</p> <p>Phone: _____</p>	<p>RANGE OF DEDUCTION _____</p> <p>(Deduction is taken from the maximum evaluation points available)</p> <p style="text-align: center; font-size: 2em;">"None"</p>	
	<p>Proposer Fully Disclosed</p>	<p>Proposer <i>Did Not</i> Fully Disclose</p>
<p>MAJOR County determination, based on the Evaluation Criteria, that proposer has a record of very serious violations.*</p>	<p>8 - 10% Consider investigating a finding of proposer non-responsibility**</p>	<p>16 - 20% Consider investigating a finding of proposer non-responsibility**</p>
<p>SIGNIFICANT County determination, based on the Evaluation Criteria, that proposer has a record of significant violations.*</p>	<p>4 - 7%</p>	<p>8 - 14% Consider investigating a finding of proposer non-responsibility**</p>
<p>MINOR County determination, based on the Evaluation Criteria, that proposer has a record of relatively minor violations.*</p>	<p>2 - 3%</p>	<p>4 - 6%</p>
<p>INSIGNIFICANT County determination, based on the Evaluation Criteria, that proposer has a record of very minimal violations.*</p>	<p>0 - 1%</p>	<p>1 - 2%</p>
<p>NONE County determination, based on the Evaluation Criteria, that proposer does not have a record of violations.*</p>	<p>0</p>	<p>N/A</p>

Assessment Criteria

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

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

- Accuracy in self-reporting by proposer
- Health and/or safety impact
- Number of occurrences
- Identified patterns in occurrences
- Dollar amount of lost/delayed wages
- Assessment of any fines and/or penalties by public entities
- Proportion to the volume and extent of services provided, e.g., number of contracts, number of employees, number of locations, etc.

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

**REQUESTED INFORMATION ON THE
PROPOSER'S MEDICAL PLAN COVERAGE**

Proposer: Far East Landscape

Name of Proposer's Health Plan: _____ Date: _____

(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			N/A
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	\$	

**REQUESTED INFORMATION ON THE
PROPOSER'S MEDICAL PLAN COVERAGE**

Proposer: Far East Landscape

Name of Proposer's Health Plan: _____ Date: _____

(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 Employee + 1 dependent Employee + 2 dependents Employee + 3 dependents	Y N Y N Y N Y N	\$ \$ \$ \$	N/A
Proposer's portion of above health premium payment Employee only Employee + 1 dependent Employee + 2 dependents Employee + 3 dependents	Y N Y N Y N Y N	\$ \$ \$ \$	
Any Annual Deductible? Per Person Per Family	Y N Y N	\$ \$	
Any Annual Maximum Employee Out-of-Pocket Expense? Per Person Per Family	Y N Y N	\$ \$	
Any Lifetime Maximum? Per Person Per Family	Y N 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	\$	

LW-7 – PROPOSER’S MEDICAL PLAN COVERAGE (continued)

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Mental Health Out-Patient Coverage	Y N	\$	
Physical Therapy	Y N	\$	
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.

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: Far East Landscape & Maintenance Inc.			
Company Address: 27118 Colebrook pl			
City: Valencia	State: ca	Zip Code: 91354	
Telephone Number: 661-297-0918	Facsimile Number: 661-297-6282	Email Address: fareastmcom@Yahoo.com	
Awarding Department: D.P.W		Contract Term:	
Type of Service: Landscape Maintenance			
Contract Dollar Amount:		Contract Number (if any):	

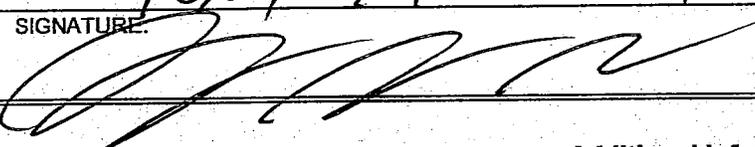
I am requesting an exemption from the Program for the following reason(s) (attach to this form all documentation that supports your claim and **SUBMIT SEVEN DAYS PRIOR TO THE DEADLINE FOR SUBMISSION OF PROPOSALS TO PUBLIC WORKS OR FAX TO (626) 458-4194** :

- 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: <i>Tony Moon</i>	TITLE: <i>President</i>
SIGNATURE: 	DATE: <i>9/11/12</i>

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.

Far East

-Quality Service-

Landscape & Maintenance Inc.

P.O. Box 950351, Mission Hills, CA 91395

(818) 363-8972

1-800-TURF-CARE

Additional Information.

“ There is no additional information we wish to present.”

Award information has not been added at this time.

Bid Information

Bid Number : PW-ASD868

Bid Title : ANTELOPE VALLEY LANDSCAPE MAINTENANCE - ROAD MAINTENANCE DIVISION

Bid Type : Construction

Department : Public Works

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

Open Date : 8/27/2012

Closing Date : 9/20/2012 5:30 PM

Notice of Intent to Award : [View Detail](#)

Bid Amount : \$ 50,000

Bid Download : Not Available

Bid Description : PLEASE TAKE NOTICE that Public Works requests proposals for the contract for Antelope Valley Landscape Maintenance Services – Road Maintenance Division (2012 PA036). The total annual contract amount of this service is estimated to be \$50,000. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <http://dpw.lacounty.gov/asd/contracts> or may be requested from Mr. Andres Campaz at (626) 458 4072, or acampaz@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.

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

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

1. Proposer or its managing employee must have a minimum of three years of experience providing landscape maintenance services.
2. Proposer or its managing employee must hold a valid/active Contractors C-27, Landscaping Contractor's License, California Qualified Applicator License, and California Pest Control Business License issued by the State of California.

A Proposers' Conference will be held on Thursday, September 6, 2012, at 9 a.m. at Road Maintenance District 5 Headquarters, 38126 North Sierra Highway, Palmdale, California 93550, in the Conference Room. A mandatory walk-through for Road Maintenance District 5 Headquarters will be conducted immediately following the conference. Proposers have the option of viewing the other work locations at their convenience but will not be granted access inside the work locations. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE AND WALK THROUGH IS MANDATORY. Public Works will reject proposals from those whose attendance at the conference and walk-through cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference, Proposers must submit questions in writing and request information for this solicitation within three business days from the date of the conference. After the third business day, it may be impossible to respond to further requests for information.

The deadline to submit proposals is Thursday, September 20, 2012, at 5:30 p.m. Please direct your questions to Mr. Campaz at (626) 458-4072.

Contact Name : Andres Campaz

Contact Phone# : (626) 458-4072

Contact Email : acampaz@dpw.lacounty.gov

Last Changed On : 8/28/2012 7:47:22 AM

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