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

TOM TINDALL
Director

Telephone: (323) 267-2101
FAX: (323) 264-7135

*"To enrich lives through effective and caring service"*

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

14 August 6, 2013

SACHI A. HAMAI
EXECUTIVE OFFICER

August 06, 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:

**AWARD OF SIX LANDSCAPE SERVICES CONTRACTS**
**(ALL DISTRICTS – 3 VOTES)**

**SUBJECT**

Approval of six landscape contracts to provide services to various County departments.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that landscape services can be more economically performed by independent contractors than by County employees.

2. Approve and instruct the Chairman to sign the attached contracts (Attachments 1-6) with Sepco Earthscape, Inc., Far East Landscape & Maintenance, Inc., Marina Landscape Inc., and American Heritage Landscape LP, to provide landscape services commencing October 1, 2013 for a period of three (3) years, with two (2) one-year renewal options and six month-to-month extensions at an estimated annual cost of $1,192,308.

3. Authorize the Director of ISD or his designee to exercise the renewal options and month-to-month extensions in accordance with the attached contracts, add and delete facilities, approve necessary changes to scope of services, and execute applicable contract amendments should the original contracting entities merge, be acquired, or otherwise have a change of entity.

## PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

ISD currently contracts for landscape services for 17 County departments at approximately 120 buildings located throughout the County. The work has been divided and solicited by six geographic regions with one contract per region. The four recommended contractors are Sepco Earthscape, Inc. (Sepco) for Regions 1 and 3, Far East Landscape & Maintenance, Inc. (Far East) for Region 2, Marina Landscape Inc. (Marina) for Regions 4 and 5, and American Heritage Landscape LP (American) for Region 6.

The existing landscape service contracts will expire September 30, 2013. The recommended actions will ensure that these County facilities continue to receive services with no lapse in service.

To meet the operational needs of ISD's client departments, there may be occasions during the term of the contracts when the scope of service at a facility must be changed or when a facility needs to be added or deleted. Approval of recommendation No. 3 will provide ISD with the ability to effectively manage these situations.

### Implementation of Strategic Plan Goals

The recommended contracts support County Strategic Plan Goal Number 1 (Operational Effectiveness) by maximizing the effectiveness of the County's processes and operations to support timely delivery of customer oriented and efficient public service by providing landscape services countywide.

## FISCAL IMPACT/FINANCING

The estimated first year costs for the recommended contracts are as follows:

| Region | Proposed Contractor | Annual Cost |
|---|---|---|
| 1 | Sepco | $165,324 |
| 2 | Far East | $58,860 |
| 3 | Sepco | $287,892 |
| 4 | Marina | $156,708 |
| 5 | Marina | $296,376 |
| 6 | American | $227,148 |
| | Total | $1,192,308 |

Sufficient appropriation for the recommended contracts is included in ISD's FY 2013-14 Adopted Budget and sufficient appropriation will be requested in future years. Expenditures will be offset through billings to County departments.

The Department conducted cost analysis to ensure the contracts are cost effective, summaries of which are attached (Attachment 7).

## FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The terms and conditions of the recommended contracts have been approved as to form by County Counsel. The contracts contain the Board's required contract provisions including those pertaining to consideration of qualified County employees targeted for layoffs, as well as qualified GAIN/GROW participants for employment openings, compliance with the Jury Service Ordinance, Safely Surrendered Baby Law and the Child Support program. With the exception of the contract for Region 2, the contracts are subject to the Living Wage Program (County Code Chapter 2.201). Far East, the recommended contractor for Region 2, is exempted from the Living Wage Program based on the small business exemption. Although Far East is currently exempt from the Living Wage Program, the company has agreed to pay its employees an hourly wage of $11.84. There is no impact to current County employees.

The contract rates are fixed for the initial three year term of the contracts. The contracts allow for a Cost of Living Adjustment (COLA) increase during the option years, if the option years are exercised by the County. The COLA language in the contracts complies with your Board's directive that COLA's for Living Wage contracts be limited to only the non-labor costs associated with the contract, unless the Contractor can demonstrate an increase in labor cost.

## CONTRACTING PROCESS

On August 15, 2012, ISD released a Request for Proposals (RFP) for Landscape Services in six regions and posted the solicitation and contracting opportunity announcement on the County's "Doing Business with Us" web site (Attachment 8). Notice of the RFP was sent by electronic mail to 335 vendors registered with the County (Attachment 9). In addition, the contracting opportunity was advertised in the following publications: Los Angeles Times, Long Beach Press Telegram, and La Opinión (Spanish language newspaper).

The mandatory proposer's conference was held on September 26, 2012. On October 18, 2012, proposals were received for each of the six regions as indicated below. Each proposal was reviewed for responsiveness and compliance with the minimum requirements stated in the RFP.

Region 1 – Five proposals received; one disqualified
Region 2 – Four proposals received; none disqualified
Region 3 – Five proposals received; one disqualified
Region 4 – Five proposals received; one disqualified
Region 5 – Five proposals received; one disqualified
Region 6 – Five proposals received; one disqualified

The proposals disqualified from Regions 1, 3, 4, 5 and 6 were all submitted by the same company which did not demonstrate that it met the required years of experience. The proposals that met the minimum requirements were evaluated by a committee in accordance with the evaluation process identified in the RFP. Non-selected proposers received debriefings on April 9, 2013. There were no protests resulting from this solicitation.

For Regions 1 and 3, Sepco met the criteria to qualify as a Local Small Business Enterprise Vendor and was therefore granted the eight percent (8%) preference in the evaluation of its cost proposal. A summary of Community Business Enterprise Program information for each of the recommended vendors is attached (Attachment 10).

On final analysis, selections were made without regard to gender, race, creed, or color or national origin.

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

Approval of the recommended contracts will allow the County to continue to provide landscape services for various County departments throughout the County of Los Angeles.

Respectfully submitted,

Tom Tindall

TOM TINDALL
Director

TT:JS:YY

Attachments (10)

c: Chief Executive Officer
County Counsel

# CONTRACT

# BY AND BETWEEN

# COUNTY OF LOS ANGELES

# AND

# SEPCO EARTHSCAPE INC.

# FOR

# LANDSCAPE SERVICES

77999

**CONTRACT PROVISIONS**
**LANDSCAPE SERVICES**

**TABLE OF CONTENTS**


| PARAGRAPH | TITLE | PAGE |
|---|---|---|
| **RECITALS** | | **1** |
| **1.0** | **APPLICABLE DOCUMENTS** | **2** |
| **2.0** | **DEFINITIONS** | **3** |
| **3.0** | **WORK** | **4** |
| **4.0** | **TERM OF CONTRACT** | **4** |
| **5.0** | **CONTRACT SUM** | **5** |
| 5.5 | Invoices and Payments | 6 |
| **6.0** | **ADMINISTRATION OF CONTRACT - COUNTY** | **8** |
| 6.1 | COUNTY'S PROJECT DIRECTOR | 8 |
| 6.2 | COUNTY'S PROJECT MANAGER | 8 |
| 6.3 | COUNTY'S CONTRACT MONITOR | 8 |
| **7.0** | **ADMINISTRATION OF CONTRACT - CONTRACTOR** | **8** |
| 7.1 | CONTRACTOR'S PROJECT MANAGER | 8 |
| 7.2 | APPROVAL OF CONTRACTOR'S STAFF | 9 |
| 7.3 | CONTRACTOR'S STAFF IDENTIFICATION | 9 |
| 7.4 | BACKGROUND AND SECURITY INVESTIGATIONS | 10 |
| 7.5 | CONFIDENTIALITY | 10 |
| **8.0** | **STANDARD TERMS AND CONDITIONS** | **11** |
| 8.1 | AMENDMENTS | 11 |
| 8.2 | ASSIGNMENT AND DELEGATION | 12 |
| 8.3 | AUTHORIZATION WARRANTY | 13 |
| 8.4 | BUDGET REDUCTIONS | 13 |
| 8.5 | COMPLAINTS | 13 |
| 8.6 | COMPLIANCE WITH APPLICABLE LAW | 14 |
| 8.7 | COMPLIANCE WITH CIVIL RIGHTS LAWS | 15 |
| 8.8 | COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM | 15 |

**CONTRACT PROVISIONS**
**LANDSCAPE SERVICES**

**TABLE OF CONTENTS**


| PARAGRAPH | TITLE | PAGE |
|---|---|---|
| 8.9 | CONFLICT OF INTEREST | 17 |
| 8.10 | CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST | 17 |
| 8.11 | CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS | 17 |
| 8.12 | CONTRACTOR RESPONSIBILITY AND DEBARMENT | 18 |
| 8.13 | CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW | 20 |
| 8.14 | CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM | 21 |
| 8.15 | COUNTY'S QUALITY ASSURANCE PLAN | 21 |
| 8.16 | DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS | 22 |
| 8.17 | EMPLOYMENT ELIGIBILITY VERIFICATION | 22 |
| 8.18 | FACSIMILE or Electronic REPRESENTATIONS | 23 |
| 8.19 | FAIR LABOR STANDARDS | 23 |
| 8.20 | FORCE MAJEURE | 23 |
| 8.21 | GOVERNING LAW, JURISDICTION, AND VENUE | 24 |
| 8.22 | INDEPENDENT CONTRACTOR STATUS | 24 |
| 8.23 | INDEMNIFICATION | 25 |
| 8.24 | GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE | 25 |
| 8.25 | INSURANCE COVERAGE | 29 |
| 8.26 | LIQUIDATED DAMAGES | 30 |
| 8.27 | MOST FAVORED PUBLIC ENTITY | 31 |
| 8.28 | NONDISCRIMINATION AND AFFIRMATIVE ACTION | 31 |
| 8.29 | NON EXCLUSIVITY | 33 |
| 8.30 | NOTICE OF DELAYS | 33 |
| 8.31 | NOTICE OF DISPUTES | 33 |

**CONTRACT PROVISIONS**
**LANDSCAPE SERVICES**

**TABLE OF CONTENTS**


| PARAGRAPH | TITLE | PAGE |
|---|---|---|
| 8.32 | NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT | 33 |
| 8.33 | NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW | 33 |
| 8.34 | NOTICES | 34 |
| 8.35 | PROHIBITION AGAINST INDUCEMENT OR PERSUASION | 34 |
| 8.36 | PUBLIC RECORDS ACT | 34 |
| 8.37 | PUBLICITY | 35 |
| 8.38 | RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT | 35 |
| 8.39 | RECYCLED BOND PAPER | 37 |
| 8.40 | SUBCONTRACTING | 37 |
| 8.41 | TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM | 39 |
| 8.42 | TERMINATION FOR CONVENIENCE | 39 |
| 8.43 | TERMINATION FOR DEFAULT | 40 |
| 8.44 | TERMINATION FOR IMPROPER CONSIDERATION | 41 |
| 8.45 | TERMINATION FOR INSOLVENCY | 42 |
| 8.46 | TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE | 42 |
| 8.47 | TERMINATION FOR NON APPROPRIATION OF FUNDS | 42 |
| 8.48 | VALIDITY | 43 |
| 8.49 | WAIVER | 43 |
| 8.50 | WARRANTY AGAINST CONTINGENT FEES | 43 |
| 8.51 | WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM | 43 |

**CONTRACT PROVISIONS**
**LANDSCAPE SERVICES**

**TABLE OF CONTENTS**


| PARAGRAPH | TITLE | PAGE |
|---|---|---|
| 8.52 | TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM | 44 |
| **9.0** | **UNIQUE TERMS AND CONDITIONS** | **44** |
| 9.1 | COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM | 44 |
| 9.2 | LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM | 52 |
| 9.3 | CONTRACTOR'S OBLIGATIONS AS A NON-BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA") | 53 |
| 9.4 | PROPOSER'S CHARITABLE CONTRIBUTIONS COMPLIANCE | 54 |
| **SIGNATURES** | | **55** |

**CONTRACT PROVISIONS**
**LANDSCAPE SERVICES**

## TABLE OF CONTENTS


**EXHIBITS**

**STANDARD EXHIBITS**

A SCOPE OF WORK AND EXHIBITS

B PRICING SHEET

C FACILITY AND LANDSCAPE SPECIFICATION SHEETS

D CONTRACTOR'S EEO CERTIFICATION

E COUNTY'S ADMINISTRATION

F CONTRACTOR'S ADMINISTRATION

G CONTRACTOR'S ACKNOWLEDGEMENT & CONFIDENTIALITY AGREEMENT

H JURY SERVICE ORDINANCE

I SAFELY SURRENDERED BABY LAW

**UNIQUE EXHIBITS**

**PROP A - LIVING WAGE PROGRAM EXHIBITS**

J LIVING WAGE ORDINANCE

K MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

L PAYROLL STATEMENT OF COMPLIANCE

M SB 1262 – NONPROFIT INTEGRITY ACT OF 2004 - CHARITABLE CONTRIBUTIONS CERTIFICATION

# CONTRACT BETWEEN
# COUNTY OF LOS ANGELES
# AND
# SEPCO EARTHSCAPE INC.
# FOR
# LANDSCAPE SERVICES

This Contract and Exhibits made and entered into this 6th day of August, 2013 by and between the County of Los Angeles, hereinafter referred to as County and Sepco Earthscape Inc., hereinafter referred to as Contractor. Sepco Earthscape Inc., is located at 120 West 127th Street, Los Angeles, CA 90061.

## RECITALS

WHEREAS, the County may contract with private businesses for Landscape Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Landscape Services; and

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract Landscape Services; and

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter, Los Angeles County Code Section 2.121.250, and California Government Code Sections 23004, 31000 and otherwise; and

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

77999

## 1.0 APPLICABLE DOCUMENTS

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

**Standard Exhibits:**

1.1 EXHIBIT A - Scope of Work and Exhibits

1.2 EXHIBIT B - Pricing Sheet(s)

1.3 EXHIBIT C - Facility and Landscape Specification Sheets

1.4 EXHIBIT D - Contractor's EEO Certification

1.5 EXHIBIT E - County's Administration

1.6 EXHIBIT F - Contractor's Administration

1.7 EXHIBIT G - Contractor's Acknowledgement & Confidentiality Agreement

1.8 EXHIBIT H - Jury Service Ordinance

1.9 EXHIBIT I - Safely Surrendered Baby Law

**Unique Exhibits:**

**Prop A - Living Wage Program Exhibits**

1.10 EXHIBIT J - Living Wage Ordinance

1.11 EXHIBIT K - Monthly Certification for Applicable Health Benefit Payments

1.12 EXHIBIT L - Payroll Statement of Compliance

1.13 EXHIBIT M - SB 1262 – NONPROFIT INTEGRITY ACT OF 2004 - Charitable Contributions Certification

## 2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning:

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

2.2 **Contract Discrepancy Report**: A report that identifies specific problems, failures and other key performance issues in Contractor's performance that require corrective action.

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

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

2.5 **County Contract Monitor**: Person(s) with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.

2.6 **County Project Director**: Person(s) designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.

2.7 **County Project Manager**: Person(s) designated by County's Project Director to manage the operations under this Contract.

2.8 **County Recognized Holidays**: The County Recognized Holidays are: New Year's Day (January 1), Martin Luther King's Birthday (Third Monday in January), Presidents Day (Third Monday in February), Memorial Day (Last Monday in May), Independence Day (July 4), Labor Day (First Monday in September), Columbus Day (Second Monday in October), Veteran's Day (November 11), Thanksgiving holidays (Fourth Thursday and Friday in November), Christmas Day (December 25).

2.9 **Day(s)**: Calendar day(s) unless otherwise specified.

2.10 **District Manager**: County Facility Operations Services (FOS) Manager responsible for landscape services in the County.

2.11 **Facilities**: Property(ies) owned and/or operated by the County of Los Angeles.

2.12 **Facilities Operation Services (FOS)**: Internal Service Department (ISD) operation responsible for providing landscape services to County Departments.

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

2.14 **Internal Services Department**: The County Department responsible for administration of the contract.

2.15 **Performance Requirements Summary (PRS)**: Performance standards document which identifies key performance indicators that will be evaluated by County to ensure that Contractor meets the required services under this Contract.

2.16 **Regions**: Grouping of facilities within areas of Los Angeles County.

## 3.0 WORK

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

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

## 4.0 TERM OF CONTRACT

4.1 The contract term shall be for a period of three (3) years, commencing October 1, 2013, unless sooner terminated or extended, in whole or in part, as provided in the Contract.

4.2 The County shall have sole discretion to exercise an option to extend this Contract term for up to two (2) additional one-year periods, and a six (6) month to month extension, for a maximum total Contract term of five (5) years and six (6) months. Each such option and extension shall be exercised solely by the Director of ISD. 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.

4.3 The Contractor shall notify County's Project Manager, Internal Services Department, when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to County's Project Manager at the address herein provided in Exhibit E - County's Administration.

## 5.0 CONTRACT SUM

5.1 The Contract Sum under this Agreement shall be the total monetary amount payable by County to Contractor for supplying all the tasks, deliverables, goods, services and other work specified under this Contract. Contractor shall provide services at the rates identified in Exhibit B, Pricing Sheet(s).

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

5.3 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to Internal Services Department at the address herein provided in Exhibit E - County's Administration.

**5.4 No Payment for Services Provided Following Expiration/Termination of Contract**

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

## 5.5 Invoices and Payments

5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Scope of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B - Pricing Sheet, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B - Pricing Sheet(s).

5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A - Scope of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service. If the 15th calendar day of the month falls on a Friday, or on a weekend, the Contractor shall submit the monthly invoice to the County by the Thursday prior to the 15th. Invoices are approved by the County by the 15th calendar day of the month following the month of services

Invoices for as-needed services and/or additional work are received and approved by the County within 30 days of the date services are performed.

Prop A - Living Wage Program:

No invoice will be approved for payment unless the following is included:

- Exhibit K - Monthly Certification for Applicable Health Benefit Payments
- Exhibit L - Payroll Statement of Compliance

5.5.5 Contractor shall submit two (2) copies of all invoices under this Contract to the following address:

Internal Services Department
1100 North Eastern Avenue
Los Angeles, CA 90063
Attention: Contract Unit Supervisor, Finance, Room 222

5.5.6 **County Approval of Invoices**

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager, or an authorized representative prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5.7 **Local Small Business Enterprises – Prompt Payment Program**

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

## 5.6 COST OF LIVING ADJUSTMENTS (COLA'S)

For the two additional one-year option periods identified in Section 4.2, the contract (hourly, daily, monthly, etc.) amount may be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the contract anniversary date, which shall be the effective date for any cost of living adjustment. However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no cost of living adjustments will be granted. Where the County decides to grant a Cost of Living Adjustment (COLA) pursuant to this paragraph for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this contract) from the base upon which a COLA is calculated, unless the Contractor can show that his/her labor cost will actually increase.

# 6.0 ADMINISTRATION OF CONTRACT - COUNTY

**COUNTY ADMINISTRATION**

A listing of all County Administration referenced in the following sub-paragraphs is designated in Exhibit E - County's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

## 6.1 COUNTY'S PROJECT DIRECTOR

Responsibilities of the County's Project Director include:

- ensuring that the objectives of this Contract are met; and
- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

## 6.2 COUNTY'S PROJECT MANAGER

The responsibilities of the County's Project Manager include:

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

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

## 6.3 COUNTY'S CONTRACT MONITOR

The County's Contract Monitor is responsible for overseeing the day-to-day administration of this Contract. The Contract Monitor reports to the District Manager.

# 7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

## 7.1 CONTRACTOR'S PROJECT MANAGER

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

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

## 7.2 APPROVAL OF CONTRACTOR'S STAFF

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

7.2.1 Contractor shall assign a sufficient number of employees to perform the required work as defined in the SOW.

7.2.2 Contractor shall immediately remove any contractor's staff assigned to a County Facility upon County's request.

## 7.3 CONTRACTOR'S STAFF IDENTIFICATION

All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person, visible at all times. Contractor bears all expense of the badging.

7.3.1 Contractor is responsible for ensuring that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked to leave a County facility by a County representative if they do not have the proper contract worker ID badge on their person.

7.3.2 Contractor shall notify the County Project Manager in writing, within one business day, when staff is terminated from working under this Contract. Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has terminated employment with the Contractor.

7.3.3 If County requests the removal of Contractor's staff, Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has been removed from working on the County's Contract.

7.3.4 Improper or fraudulent use of County ID badges or failure of Contractor to return the employee's County ID badge will result in County's filing of a Contract Discrepancy Report with damages assessed as described in the SOW, Performance Requirement Summary.

## 7.4 BACKGROUND AND SECURITY INVESTIGATIONS

7.4.1 Each of Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by 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 may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the Contractor, without regard to whether the Contractor's staff passes or fails the background clearance investigation.

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

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

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

## 7.5 CONFIDENTIALITY

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

7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all

claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and seek reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

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

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

# 8.0 STANDARD TERMS AND CONDITIONS

## 8.1 AMENDMENTS

8.1.1 For any change which affects the scope of work, including addition or deletion of Facilities, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by Director of ISD, or his/her designee.

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

Amendment to the Contract shall be prepared and executed by the Contractor and by Director of ISD, or his/her designee.

8.1.3 The Director of ISD, or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by Director of ISD, or his/her designee.

8.1.4 County reserves the right to add or change facilities as County deems appropriate. Such changes shall be based on the hourly rates listed in Exhibit B, Pricing Sheet, and Contractor and County will negotiate a mutually agreeable price. County also reserves the right to obtain facility pricing or receive bids from other Region(s) Contract vendors. In the event any additions or changes are made, an Amendment shall be prepared and executed by the County's Director of ISD, or his/her designee.

## 8.2 ASSIGNMENT AND DELEGATION

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

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

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

## 8.3 AUTHORIZATION WARRANTY

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

## 8.4 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation 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. 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. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

## 8.5 COMPLAINTS

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

8.5.1 Within seven (7) business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

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

8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within two (2) business days for County approval.

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

8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within one (1) business day of receiving the complaint.

8.5.6 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.

8.5.7 Copies of all written responses shall be sent to the County's Project Manager within one (1) business day of mailing to the complainant.

## 8.6 COMPLIANCE WITH APPLICABLE LAW

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

8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate

in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and obtain reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

## 8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

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

### 8.8.1 **Jury Service Program**:

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

### 8.8.2 **Written Employee Jury Service Policy**:

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

with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

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

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion,

terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## 8.9 CONFLICT OF INTEREST

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

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

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

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

## 8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor

shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

## 8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

### 8.12.1 Responsible Contractor

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

### 8.12.2 Chapter 2.202 of the County Code

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

### 8.12.3 Non-responsible Contractor

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

County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 **Contractor Hearing Board**

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

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

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 the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

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

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

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

8.12.5 **Subcontractors of Contractor**

These terms shall also apply to Subcontractors of County Contractors.

## 8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

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

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

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

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, 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).

## 8.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

The Contractor's Project Manager or designee shall meet monthly or as requested by County with the County Contract Monitor and inspect the facility on any shift to ensure the quality of the landscape services being performed. A summary report of findings, including all deficiencies, will be prepared by the County and submitted to Contractor for remedial action. Contractor will provide Performance Monthly Inspection Report by the 15th of the following month and a copy will be provided to the County

Project Manager the report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

## 8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the 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 reimbursed by the Contractor by cash payment upon demand.

## 8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

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

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

## 8.18 FACSIMILE OR ELECTRONIC REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile or electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of “original” versions of such documents.

## 8.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor’s employees for which the County may be found jointly or solely liable.

## 8.20 FORCE MAJEURE

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

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

"subcontractor" and "subcontractors" mean subcontractors at any tier.

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

## 8.21 GOVERNING LAW, JURISDICTION, AND VENUE

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

## 8.22 INDEPENDENT CONTRACTOR STATUS

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

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

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

8.22.4 The Contractor shall adhere to the provisions stated in sub-paragraph 7.5 - Confidentiality.

## 8.23 INDEMNIFICATION

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

## 8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

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 Sections 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

### 8.24.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) 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.

- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

- 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.

- 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.

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

County of Los Angeles
Internal Services Department, Contracting Division
1100 North Eastern Avenue
Los Angeles, CA 90063

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 Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.2 **Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) 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. County and its Agents 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 and its Agents 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.

8.24.3 **Cancellation of Insurance 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.

8.24.4 **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.

8.24.5 **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.

8.24.6 **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.

8.24.7 **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.

8.24.8 **Sub-Contractor Insurance Coverage Requirements**

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.24.9 **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.

8.24.10 **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.

8.24.11 **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.

8.24.12 **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.

8.24.13 **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 and its Agents shall be designated as an Additional Covered Party under any approved program.

8.24.14 **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.

**8.25 INSURANCE COVERAGE**

8.25.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents 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 |

8.25.2 **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.

8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or 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.

## 8.26 LIQUIDATED DAMAGES

8.26.1 If, in the judgment of the Director of ISD, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director of ISD, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director of ISD, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If the Director of ISD, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Director of ISD, or his/her designee, deems are correctable by the Contractor over a certain time span, the Director of ISD, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director of ISD, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame.

The parties hereby agree that under the current circumstances a reasonable estimate of such damages as specified in the Performance Requirements Summary (PRS) Chart, defined in Exhibit A – Scope of Work, Exhibit 2, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.26.3 The action noted in sub-paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

## 8.27 MOST FAVORED PUBLIC ENTITY

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

## 8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

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

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

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

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

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

8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 when so requested by the County.

8.28.7 If the County finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the Contractor violates any of the anti discrimination provisions of this Contract, the County

shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

## 8.29 NON EXCLUSIVITY

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

## 8.30 NOTICE OF DELAYS

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

## 8.31 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the (Director of ISD), or designee shall resolve it.

## 8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

## 8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact

sheet is set forth in Exhibit I of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

## 8.34 NOTICES

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

## 8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

## 8.36 PUBLIC RECORDS ACT

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a

proposal marked “trade secret”, “confidential”, or “proprietary”, the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

## 8.37 PUBLICITY

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

- The Contractor shall develop all publicity material in a professional manner; and

- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County’s Project Director. The County shall not unreasonably withhold written consent.

8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this sub-paragraph 8.37 shall apply.

## 8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or 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 the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County’s written permission is given to dispose of

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

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

8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.38.4 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.

## 8.39 RECYCLED BOND PAPER

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

## 8.40 SUBCONTRACTING

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

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

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

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

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

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

8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

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

8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. Before any Subcontractor employee may perform any work hereunder, the Contractor shall ensure delivery of all such documents to:

Internal Services Department
Contracting Division, Contracts Section
1100 North Eastern Avenue, 1st Floor
Los Angeles, CA 90063

**8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to sub-paragraph 8.43 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

**8.42 TERMINATION FOR CONVENIENCE**

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

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

- Stop work under this Contract on the date and to the extent specified in such notice, and

- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with sub-paragraph 8.38, Record Retention and Inspection/Audit Settlement.

## 8.43 TERMINATION FOR DEFAULT

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

- Contractor has materially breached this Contract; or

- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

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

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in sub-paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs

for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.42 - Termination for Convenience.

8.43.5 The rights and remedies of the County provided in this sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## 8.44 TERMINATION FOR IMPROPER CONSIDERATION

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

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

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

## 8.45 TERMINATION FOR INSOLVENCY

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

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

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;

- The appointment of a Receiver or Trustee for the Contractor; or

- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this sub-paragraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## 8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

## 8.47 TERMINATION FOR NON APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this

Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

## 8.48 VALIDITY

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

## 8.49 WAIVER

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

## 8.50 WARRANTY AGAINST CONTINGENT FEES

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

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

## 8.51 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

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

### 8.52 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" 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.

## 9.0 UNIQUE TERMS AND CONDITIONS

### 9.1 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM

#### 9.1.1 Living Wage Program

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

#### 9.1.2 Payment of Living Wage Rates

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County, including, without limitation, "Travel Time" as defined below at subsection 5 of this Subparagraph 9.1.2 under the Contract:

    a. Not less than $11.84 per hour if, in addition to the per-hour wage, the Contractor contributes less than $2.20 per hour

towards the provision of bona fide health care benefits for its Employees and any dependents; or

b. Not less than $9.64 per hour if, in addition to the per-hour wage, the Contractor contributes at least $2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. The Contractor will be deemed to have contributed $2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Contract, the Contractor contributes less than $2.20 per hour towards the provision of bona fide health care benefits, the Contractor shall be required to pay its Employees the higher hourly living wage rate.

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

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

4. If the Contractor is not required to pay a living wage when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for an

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

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

### 9.1.3 Contractor's Submittal of Certified Monitoring Reports

The Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of the Contractor's current health care benefits plan, and the Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be

submitted on forms provided by the County (Exhibit K and Exhibit L), or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

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

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

9.1.5 **County Auditing of Contractor Records**

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

9.1.6 **Notifications to Employees**

The Contractor shall place County-provided living wage posters at each of the Contractor's places of business and locations where the Contractor's Employees are working. The Contractor shall also distribute County-provided notices to each of its Employees

at least once per year. The Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

9.1.7 **Enforcement and Remedies**

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

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

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

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

certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

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

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

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

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

liquidated damages from any payments otherwise due the Contractor.

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

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

### 9.1.8 Use of Full-Time Employees

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

### 9.1.9 Contractor Retaliation Prohibited

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

### 9.1.10 Contractor Standards

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

### 9.1.11 Employee Retention Rights

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

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

    b. Who has been employed by a Contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six months prior to the date of this new Contract, which predecessor contract was terminated by the County prior to its expiration; and

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

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

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

    b. Fails to meet any other County requirement for employees of a Contractor.

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

9.1.12 **Neutrality in Labor Relations**

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

## 9.2 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

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

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

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

9.2.4 If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

**9.3 CONTRACTOR'S OBLIGATIONS AS A NON-BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")**

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

Notwithstanding the foregoing, the parties acknowledge that, in the course of the provision of services hereunder, Contractor or its officers, employees, or agents, may have inadvertent access to patient medical records. Contractor understands and agrees that Contractor, its officers, employees, and agents shall not take advantage of such access for any purpose whatsoever. Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents shall maintain the confidentiality of any information obtained and shall immediately, or upon the first reasonable opportunity to do so, notify DPH management personnel that such access has been gained.

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

## 9.4 PROPOSER'S CHARITABLE CONTRIBUTIONS COMPLIANCE

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

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR: SEPCO EARTHSCAPE INC.

By _____
Name

SEPEHR RAAFAT
Title
President

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:

SACHI HAMAI

Executive Officer-Clerk
of the Board of Supervisors

By LaChelle Smitherman
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 LaChelle Smitherman
Deputy

77999

APPROVED AS TO FORM:

John Krattli
County Counsel

By _____
Principal Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

14 AUG 06 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**EXHIBIT A**

# SCOPE OF WORK

# EXHIBIT A
# SCOPE OF WORK
# LANDSCAPE SERVICES

## TABLE OF CONTENTS


| PARAGRAPH | TITLE | PAGE |
|---|---|---|
| 1.0 | SCOPE OF WORK | 1 |
| 2.0 | HOURS AND DAYS OF SERVICE | 1 |
| 3.0 | GENERAL SERVICE REQUIREMENTS | 1 |
| 3.1 | Mowing | 1 |
| 3.2 | Edging/Detailing/Weed Control | 2 |
| 3.3 | Weed Control | 2 |
| 3.4 | Litter Control | 3 |
| 3.5 | Raking | 4 |
| 3.6 | Pruning of Trees, Hedges and Ground Cover | 4 |
| 3.7 | Watering | 7 |
| 3.8 | Irrigation System Maintenance | 8 |
| 3.9 | Disease/Insect Control | 10 |
| 3.10 | Rodent Control | 10 |
| 4.0 | SPECIALTY SERVICE REQUIREMENTS | 10 |
| 4.1 | Chemical Edging/Detailing | 10 |
| 4.2 | Trimming and Crowning of Trees | 11 |
| 4.3 | Aerification | 12 |
| 4.4 | Fertilization | 12 |
| 4.5 | Renovation/Vertical Mowing | 13 |
| 4.6 | Cultivating | 14 |
| 4.7 | Turf Reseeding/Restoration of Bare Areas | 14 |
| 5.0 | PLANT MATERIALS | 14 |
| 6.0 | USE OF CHEMICALS | 15 |
| 7.0 | WASTE REMOVAL | 15 |
| 8.0 | AS-NEEDED SERVICES | 16 |
| 9.0 | EMERGENCY SERVICES | 16 |

10.0 MAINTENANCE REPORTS ..... 17
11.0 CONTRACTOR RESPONSIBILITY ..... 17
11.1 Contractor Personnel ..... 17
11.2 Facility Work Requirements ..... 19
11.3 Training ..... 19
11.4 County required Meetings ..... 20
11.5 Contractor's Office ..... 20
12.0 COUNTY RESPONSIBILITIES ..... 21
13.0 MAINTENANCE SCHEDULES ..... 21
14.0 GREEN INITIATIVES ..... 21
15.0 ADDITION/DELETION OF FACILITIES/ADDITIONAL WORK ..... 22
16.0 QUALITY CONTROL ..... 22
17.0 QUALITY ASSURANCE PLAN ..... 22
17.1 Monthly Meetings ..... 22
17.2 Contract Discrepancy Report (CDR) ..... 23
17.3 County Observations ..... 23
17.4 Methods of Monitoring ..... 23
17.5 Unacceptable Performance ..... 23
18.0 PERFORMANCE REQUIREMENTS SUMMARY ..... 24

**EXHIBITS**

EXHIBIT 1 CONTRACT DISCREPANCY REPORT
EXHIBIT 2 PERFORMANCE REQUIREMENTS SUMMARY
EXHIBIT 3 LANDSCAPE MAINTENANCE CERTIFICATION

# 1.0 SCOPE OF WORK

Contractor shall provide landscape services to County facilities identified in the Pricing Sheets, Exhibit B, of the Contract by providing all labor, supervision, equipment, materials, safety gear and supplies necessary for Contractor's performance under this Contract. General landscape services include, but are not limited to lawn care, tree and shrub care, weed control, plant and flowerbed care, irrigation system maintenance and other related services including tree trimming, as indicated in paragraph 4.2 of this Exhibit A. Contractor shall perform all necessary maintenance tasks as required herein.

The landscaped areas shall be maintained at the frequencies identified in Section 3.0 Service Requirements – Ongoing Maintenance Tasks, of this Scope of Work (SOW). In the event of any conflict or inconsistency in the interpretation of "frequencies", the County Project Director shall resolve said conflict or inconsistency.

# 2.0. HOURS AND DAYS OF SERVICE

Contractor shall provide all landscape services required by the County in accordance with the hours and days of service identified in Exhibit C – Facility and Landscape Specification Sheets. Specific hours of operation may be determined by the County Project Manager.

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

# 3.0 GENERAL SERVICE REQUIREMENTS

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

## 3.1 Mowing

A. Frequency: Once per week (unless specified in writing by County Project Manager or designee).

B. Mowing operation shall be scheduled Monday through Friday unless otherwise directed by the County's Project Manager.

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

D. All equipment shall be adjusted to the proper cutting heights and shall be adequately sharpened. Mowing height shall be no less than 3/4 inch for all turf areas and no higher than 1 1/2 inches with one (1) inch considered acceptable. Mowing heights may vary for special events and conditions as determined by the County's Project Manager.

E. Walkways shall be cleaned immediately following each mowing. All grass clippings shall be collected and removed from the site immediately.

## 3.2 Edging/Detailing

A. Frequency: Edging - Every week.

B. All turf areas shall be kept neatly edged and all grass invasions eliminated.

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

D. All turf edges, including but not limited to, sidewalks, patios, driveways, curbs, shrub beds, flower beds, ground cover beds and around the base of trees shall be edged to a neat and uniform line.

E. The edge of turf shall be trimmed or limited around all sprinkler heads (to provide maximum water coverage), valve boxes, meter boxes, back flow devices and other obstacles.

F. Mechanical Edging

1. Mechanical edging of turf ground cover and/or fence lines shall be performed at each site every week after mowing.
2. Mechanical edging shall be completed as one operation in a manner that ensures a well-defined edge.
3. Walkways shall be cleaned immediately following each mechanical edging.

## 3.3 Weed Control

A. Frequency: Each visit.

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

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

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

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

1. Clearance - Edging where trees and shrubs occur in turf areas, all grass growth shall be limited to at least eighteen (18) inches from the trunk of trees and away from the drip line of shrubs by use of approved chemicals, manual, or mechanical devices.
2. Linear chemical edging of turf boundaries may be performed in a manner that ensures a defined turf edge and limits its encroachment into beds or across boundaries where it is impractical to edge mechanically. A twelve (12) inch barrier width shall be considered normal.
3. Detailing of sprinkler heads (to improve maximum water coverage), valve boxes, meter boxes, and similar small obstacles in turf areas may be performed in a manner that ensures operability, ease of location, or a clean appearance. A six (6) inch clearance shall be considered normal.

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

H. Remove all weeds and grass from walkways; curb and gutter expansion joints; fence/walk perimeter; roadways; driveways; parking lots; patios, drainage areas and around irrigation sprinkler heads and control valves.

I. Methods for removal of weeds, turf encroachment, and detailing shall incorporate chemical and/or mechanical means of eradication.

### 3.4 Litter Control

A. Frequency: Each visit.

B. Complete policing and litter pick-up to remove paper, glass, trash, cobwebs, undesirable materials, siltation and other accumulated debris within the landscape areas to be maintained including, but not

limited to, walkways, between and around planted areas, planters, drains, grates sidewalks, roadways and catch basins. Litter pick-up shall be completed each time landscape services are performed and as early as County's Projector Manager or his designee deems practical.

C. All litter and debris occurring as a result of Contractor's operations shall be removed from the landscaped area immediately following such operations.

D. Sweep all hardscape areas within the parameter of the facility. Check concrete areas and hardscape surfaces for cracks, crevices, and deterioration and report any unsafe conditions to the County Contract Monitor.

E. Wash all hardscape areas within the perimeter of the facility when necessary or at the direction of the County Program Manager.

## 3.5 Raking

A. Frequency: Each Visit.

B. Accumulation of leaves shall be removed from all landscaped areas including beds, planters, and turf areas under trees, sidewalks, and adjacent parking spaces. Remove debris from landscaped area immediately.

C. Use of hand held blowers will be allowed unless legal authority dictates otherwise. Facility location may dictate "no blowers".

## 3.6 Pruning of Trees, Hedges, and Ground Cover

A. Tree Pruning

1. Frequency: As-Needed
2. Tree pruning shall be performed with the intent of developing structurally sound trees, symmetrical appearance with the proper vertical and horizontal clearance. All dead and damaged branches and limbs shall be removed at the point of breaking.
3. All cuts shall be made sufficiently close, flush if possible, to the parent stem so that healing can readily start under normal conditions.
4. All limbs 1-1/2" or greater in diameter shall be undercut to prevent splitting.

5. All limbs shall be lowered to the ground using a method, which prevents damage to the remaining limbs.
6. All cuts exceeding 1/2" shall be treated with an appropriate tree heal compound.
7. All equipment utilized shall be clean, sharp, and expressively designed for tree pruning.
8. Climbing spurs shall not be used.
9. The initial step of pruning shall be the removal of all dead wood, weak, diseased, insect infested and damaged limbs.
10. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline.
11. Limbs should extend alternately from the trunk on 12" or 24" spacing.
12. All trees shall be thinned of smaller limbs to distribute the foliage evenly.
13. All trees shall be trimmed and shaped to provide a symmetrical appearance typical of the species.
14. All suckers and sprouts shall be cut flush with the trunk or limb.
15. No stubs will be permitted.
16. All structural weaknesses such as split crotch or limbs, diseased or decayed limbs, or severe damage shall be reported to County's Project Manager or his designee.
17. Special emphasis shall be placed upon public safety during pruning operations, particularly when adjacent to roadways.
18. All trimming and debris shall be removed and disposed off site at the end of each day's work.

B. Hedges

1. Frequency: As needed.
2. Prune shrubs to encourage healthy growth habits and for shape in order to retain their natural form and proportionate size.
3. Restrict growth of shrubbery to area behind curbs and walkways and within planter beds by trimming.
4. Under no circumstances shall hedge shears be used as a means of pruning.
5. Prune all plant materials where necessary to present or eliminate hazardous conditions to vehicles or pedestrians.
6. All cuts shall be made sufficiently close, flush if possible, to the parent stem so that healing can readily start under normal conditions.
7. All limbs one and one-half inches (1½") or greater in diameter shall be undercut to prevent splitting.

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

C. Ground Cover

1. Frequency: As needed.
2. All dead, diseased, and unsightly branches, vines or other growth shall be removed as they develop.
3. All ground cover areas shall be pruned to maintain a neat edge along planter box walls.
4. Any runners that start to climb building, shrubs, or trees shall be pruned out of these areas.
5. Flower beds: Any and all diseased plants are to be removed from all beds and then disposed properly. Broken, damaged, or unsightly flowers or plant parts are to be removed promptly.
6. Thinning of flower beds.
7. Pruning plant material for vehicular and pedestrian visibility and access, four (4) times per year or more often as needed dependent upon growth patterns of the plant spaces in question.

D. Damage to Shrubs, Trees, Turf or Ground Cover

1. All damage to shrubs, trees, turf or ground cover done by Contractor employees shall be repaired or replaced within five (5) working days.
2. All repairs or replacements shall be completed in accordance with the following maintenance practices:

   a) Trees - Minor damage such as bark lost from impact of mowing equipment shall be remedied by a qualified tree surgeon or arborist. If damage results in loss of tree, the damaged tree shall be removed and replaced to comply with the specified instructions of the County Project Manager.
   b) Shrubs - Minor damage may be corrected by appropriate pruning. Major damage shall be corrected by removal of the damaged shrub and replaced to comply with the provisions in the specifications.
   c) Chemicals - All damage resulting from chemical operation, either spray-drift or lateral leaching shall be corrected in accordance with the aforementioned maintenance practices and the soil conditioned to ensure its ability to support plant life.

d) Tree Replacement - All trees permanently damaged will be replaced at County's expense with the exception of those damaged or destroyed due to fault of Contractor or its employees. Replacement shall be with the identical species of tree existing previously, unless otherwise notified in writing by County's Project Manager or his designee. Size of the replacement shall be of like size not to exceed 24-inch box specimen container size. The need for replacement will be determined by County's Project Manager or his designee.

## 3.7 Watering

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

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

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

1. Adjusting and setting the automatic controller to establish frequency and length of watering period.
2. Consideration must be given to soil conditions, humidity, minimizing runoff, and the relationship of conditions, which affect day and night watering. This may include daytime watering during freezing weather to prevent icy conditions, manual operation of the irrigation system, and/or hand watering with portable sprinklers during periods of windy or inclement weather.
3. A soil probe shall be used to a depth of twelve (12) inches to determine the water penetration by random testing of the root zones.

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

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

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

G. New turf (up through the sixth mowing) shall be watered immediately after mowing.

H. All ground cover areas shall be watered as needed to maintain a healthy condition; care being taken not to over water in shady areas.

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

### 3.8 Irrigation System Maintenance

A. Contractor and County Contract Monitor will do an inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date. Contractor will submit a written report verifying working order of each irrigation system within five (5) days of inspection. County may require that the system be repaired to a satisfactory condition. Once repaired, the Contractor will be required to maintain the system in working condition. This requirement applies to all landscape sites added during the term of the contract.

B. After inspection with County staff, Contractor will be responsible for the irrigation system, beginning with the pressure lines from the point of the backflow device, and including lateral lines. Contractor is responsible for all repairs except those that exceed a cost of $500. Repairs exceeding a cost of $500 should be submitted to the County Project Manager for approval or handling. County is responsible for the back flow device.

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

1. In addition to repair and replacement, Contractor must:

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

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

E. In order to ensure the operability of the irrigation system, Contractor shall sequence controller(s) to each station manually to check the function of all facets of the irrigation system monthly and report any damage, malfunctioning equipment, and/or incorrect operation to the County's Project Manager or his designee. During the testing, Contractor shall:

   1. Adjust all sprinkler heads for correct coverage to prevent excessive runoff and/or erosion and to prevent the spread onto roadways, sidewalks, hard surface areas, and private property.
   2. Unplug clogged heads and flush lines monthly and after each repair. Unless otherwise specified on the specification sheets.
   3. All system malfunctions, damage, and obstructions shall be reported to County's Project Manager or designee and corrective action taken in a timely manner, not to exceed 48 hours after notification.

F. Contractor shall repair/replace malfunctioning quick couplers, manual or automatic valves, and sprinkler heads within one (1) watering cycle irrigation damage shall be repaired or replaced with same size, and quantity or substitutes approved by County Project Manager prior to installation.

G. Contractor shall respond to malfunctioning irrigation systems and equipment within two (2) hours of identification or following verbal notification. Extensive repair must be completed within thirty-six (36) hours unless otherwise authorized by Contract Program Director or designee.

H. Contractor shall control the irrigation system during inclement weather conditions and limit the use of water concurrent with the weather situation to the satisfaction of the County Project Manager or designee.

### 3.9 Disease/Insect Control

A. All landscaped areas shall be maintained free of disease and insects that could cause damage to plant materials including but not limited to trees, shrubs, ground cover and turf.

B. Contractor Project Manager or designee shall be notified immediately of any disease, insects, or unusual conditions that might develop.

C. A disease control program to prevent all common diseases from causing serious damage shall be provided on an as-needed basis. Disease control shall be achieved utilizing materials and rates recommended by a licensed Arborist.

D. An insect control program to prevent all common insects from causing damage shall be provided on an as-needed basis. Insect control shall be achieved utilizing materials and rates recommended by a licensed California Pest Control Adviser.

### 3.10 Rodent Control

All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems.

## 4.0 SPECIALTY SERVICE REQUIREMENTS

### 4.1 Chemical Edging/Detailing

A. Frequency: Once every two (2) months, April to September; once every three (3) months, October to March.

B. Chemical application may be used in and around areas such as planters, areas adjacent to buildings, trees, fence lines, sprinkler heads, etc. Prior to application of chemicals, all areas shall be trimmed to proper mowing heights. Chemicals shall be applied in a manner to limit drift to six (6) inches. Precautionary measures shall be employed since all areas will be open to the public during application.

C. Spot treat with a portable sprayer or wick wand using an effective herbicide approved by County's Project Director or his designee and applied per manufacturer's recommendation.

D. All work involving chemicals shall be provided as identified in Section 6.0 of SOW.

## 4.2 Trimming and Crowning of Trees

A. Trees

1. All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Trees should be trimmed to maintain a sufficient clearance from buildings, security cameras, and to minimize potential safety hazards. Palm trees shall be maintained in accordance with section 4.2, paragraph A, subparagraph 1(f) below.

    a) Contractor shall submit to County Project Manager a schedule of tree trimming services to occur during the first three years of contract term, within the first 90 days of implementation. County Project Manager may request adjustments to the schedule during the three-year term.
    b) Maintain trees to achieve a fourteen (14) foot vertical clearance for all branches within the landscaped areas and sixteen (16) foot vertical clearance for branches overhanging beyond curb line into the paved section of roadways. Trees should be trimmed away from roof, fence or obstacles and away from private property.
    c) All wounds one (1) inch in diameter or over shall be painted with asphaltic base tree paint immediately after pruning.
    d) Remove all new growth on trees up to the appropriate height clearances.
    e) Remove all dead, diseased, and unsightly branches and trees. Trees to be removed shall have a caliper of three (3) inches or less measured six (6) inches above the ground level.
    f) Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times.

B. Staking and Tying/Materials Used

1. Damaged trees shall be staked and tied within twenty-four (24) hours.
2. Replace missing or damaged stakes where the tree diameter is less than three (3) inches within five (5) days.
3. Stake in those cases where tree has been damaged and requires staking for support.

4. Stake new trees or recently planted trees that have not been previously staked.
5. Tree stakes, two (2) per tree, shall be pentachlorophenol treated lodge pole pine not less than eight (8) feet in length for five (5) gallon size trees; not less than ten (10) feet for fifteen (15) gallon size trees.
6. Guy wires where required and plant ties will be of pliable, zinc-coated, ten (10) gauge wire, two (2) per tree.
7. Hose for covering wire shall be either new or used garden hose at least one-half (l/2) inch in diameter (hose ties should allow for minimum of three (3) additional inches of clearance beyond the diameter of the branch or trunk being secured).
8. Stakes will not be placed closer than eight (8) inches from the trunk of the tree.
9. Stakes and ties will be placed so no chafing of bark occurs.

## 4.3 Aerification

A. Frequency: Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee.

B. Aerate all turf areas by using a device that removes cores to a depth of two (2) inches at no more than six (6) inch spacing.

C. Aerification may be required immediately after vertical (thatch removal) operation and just prior to over seeding and fertilization.

D. All cores shall be removed from the turf and disposed of off-site or thoroughly pulverized within twenty-four (24) hours after aerating.

## 4.4 Fertilization

A. Frequency: Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager.

B. All fertilization shall be approved by County Project Manager or designee prior to its application.

C. Application of fertilizer shall be done in sections, determined by the areas covered by each irrigation system.

D. All areas fertilized shall be thoroughly soaked immediately after fertilization.

E. All turf areas shall receive not less than one (l) pound of actual available nitrogen in a balance fertilizer form for each one thousand

(l,000) square feet of turf area. All fertilizer shall be inorganic and granular in form with an approximate ratio of 4-1-2.

F. Areas shall be fertilized utilizing ratios and mixtures per manufacturer's recommendation.

G. Apply fertilizer/micro-nutrient within the drip line to provide healthy color. Fertilizer shall be organic and granular in form without trace elements.

H. Apply fertilizer/micro-nutrient to provide a healthy color to all shrubs. Foliar feeding may be used if applicable.

I. Fertilizer should be organic and granular in form without trace elements.

J. Areas shall be fertilized utilizing ratios and mixtures recommended by the manufacturer.

### 4.5 Renovation/Vertical Mowing

A. Frequency: As requested by County at an agreed to additional cost.

B. Care shall be taken to avoid unnecessary or excessive injury to the turf grass. Contractor shall be responsible for turf damage.

C. Sweep or rake the dislodged thatch from the turf areas and remove from site.

D. Standard renovating or vertical mowing type equipment shall be used. Flail or mulching type equipment may be used where it is most beneficial to the lawn.

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

F. Renovate to the soil line and remove all excessive thatch in turf areas.

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

H. Areas to be over seeded will be seeded utilizing blends or mixtures at the rate of application recommended by County Project Manager.

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

### 4.6 Cultivating

A. Frequency: As needed.

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

### 4.7 Turf Reseeding/Restoration of Bare Areas

A. Frequency: As requested by County at an agreed additional cost.

B. Seed all damaged, vandalized, or bare areas to reestablish turf to an acceptable quality.

C. Areas to be seeded utilizing blends or mixtures at the rate application recommended by County Project Manager.

D. Stolonize bare areas with Adlayd Turf (Paspalum vaginatum) at the rate recommended by the County Project Manager.

## 5.0 PLANT MATERIALS

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

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

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

5.4 Where caliper or other dimensions of any plant material are omitted from the Plant List, it shall be understood that these plant materials shall be normal stock for type listed. They must be sturdy enough to stand safely without staking.

5.5 Plant materials shall be symmetrical, and/or typical for variety and species, and conform to measurements specified in the Plant List.

5.6 All plant materials must be provided from a licensed nursery and shall be subject to acceptance by the County Project Manager or designee.

5.7 Plant Materials Guarantee - All shrubs shall be guaranteed to live and remain in healthy condition from the date of planting by the Contractor.

## 6.0 USE OF CHEMICALS

6.1 All work involving the use of chemicals shall be in compliance with all federal, state, and local laws.

6.2 A listing of proposed chemicals, including commercial name, application rate and type of usage shall be submitted to County Project Manager or designee for approval at the commencement of the contract. No work shall begin until written approval of use is obtained from County Project Manager or designee.

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

6.4 Records of all operations stating dates, times, methods of applications, chemical formulations, applicator's names, and weather conditions shall be made and retained in accordance with Sub-paragraph 8.37, Record Retention And Inspection/Audit Settlement, of the Sample Contract.

6.5 All chemicals requiring a special permit for use must be registered with the County Agricultural Commissioner and a permit obtained with a copy to the County Project Director or designee.

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

6.7 Chemicals shall be applied when air currents are still; thus, preventing drift onto adjacent property and preventing any toxic exposure to persons whether or not they are in or near the area of application.

## 7.0 WASTE REMOVAL

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

7.2 Contractor shall be required to empty and reline trash receptacles as identified in Facility and Landscape Specification Sheets, Exhibit C of this Contract. Contractor is responsible for replacing trash liners in trash receptacles.

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

## 8.0 AS-NEEDED SERVICES

8.1 The County Project Manager or designee may authorize the Contractor to perform as-needed services, including, but not limited to, repairs and replacements as necessary, due to extraordinary incidents such as vandalism, acts of God, and third party negligence; or improvements in order to add new facilities or modifying existing facilities.

8.2 If the County Project Manager or designee determines that the required work resulting from vandalism, acts of God, or third party negligence can be performed by Contractor's staff, the County Project Manager or designee may temporarily modify the Contractor's work schedule in order to complete the as-needed services.

8.3 Prior to performing any as-needed services, the Contractor shall prepare and submit a written description of the work including an estimate of labor and materials to County Project Manager or designee. No as-needed services shall commence without prior written authorization by County Project Manager. Contractor shall be compensated at the labor rates identified in Exhibit B - Pricing Sheet(s).

8.4 All as-needed services shall commence on the established specified date and Contractor shall proceed diligently to complete said work within the time allotted. Contractor will not be compensated for services not authorized by County Project Manager or designee.

8.5 The County reserves the right to perform the services itself or assign the services to another Contractor.

## 9.0 EMERGENCY SERVICES

9.1 When a condition exists, which poses imminent danger or injury to the public or damage to property, Contractor shall contact the County’s Project Manager immediately upon discovery and obtain approval by County’s Project Manager prior to starting work. A written estimate shall be sent within a reasonable timeframe after completion of the emergency services.

9.2 Contractor shall bill for emergency services on a separate invoice from its monthly invoice in the month immediately after completion of the emergency services.

9.3 Contractor shall respond immediately to calls for all emergency services requests and be at the site within two (2) hours of notification by County, on any day, at any time.

9.4 Contractor shall not perform any emergency services without prior approval of Contract Manager.

## 10.0 MAINTENANCE REPORTS

10.1 Contractor shall submit with monthly invoice, a report indicating the maintenance operations described in this SOW are completed when any of the services are performed. This report shall include, at a minimum, the following information:

A. Quantity and complete description of **all** commercial and organic fertilizer(s) used.
B. Quantity and label description of **all** grass seed used.
C. Quantity and complete description of **all** soil amendments used.
D. A valid licensed Agricultural Pest Control Advisor's recommendation and copies of corresponding pesticide use necessary to perform the services described herein.

10.2 Contractor shall submit quarterly irrigation inspection reports to the County Project Manager or designee not later than the tenth day of the month following the end of a quarter.

## 11.0 CONTRACTOR RESPONSIBILITY

### 11.1 Contractor Personnel

A. Contractor shall assign a sufficient number of employees to perform the required services at County Facilities identified in Exhibit C, Facility and Landscape Specification Sheets.

B. Principal Landscaper

1. Contractor shall designate (1) one employee as principal landscaper with full responsibility for directing the entire crew on his/her shift.
2. Each principal landscaper shall be authorized to act for Contractor in every detail and must speak and understand English.

C. Contractor Supervisor

1. Contractor shall provide a thoroughly trained Supervisor or Lead Person who is knowledgeable in all aspects of the County's landscape services.
2. Supervisor or Lead Person shall visit Facilities during and after working shifts.
3. Supervisor or Lead Person must be available to County by cell phone or pager during all working shifts, 365 days per year, 24 hours a day.
4. The Supervisor or Lead Person must be able to effectively communicate in English, both orally and in writing.
5. Supervisor or Lead Person shall have access to Contractor's Project Manager during all hours of shift coverage, 365 days per year.

D. Arborist

Contractor shall provide or have access to a licensed arborist to inspect trees and provide written reports to County at County's request.

E. Contractor shall notify County's Contract Monitor , District Manager, and Contract manager when contract personnel assigned to the Contract are out on a scheduled or unscheduled absence or has terminated employment. Contractor is to provide the name of the substitute employee. Contractor shall ensure substitute employee obtains a County Identification (ID) badge prior to providing services.

F. All services requiring licenses and/or certifications will be performed by properly trained, licensed and certified personnel.

G. Contractor shall provide and require every employee to wear an appropriate uniform with the company identification at all times. County shall approve uniforms prior to contract start date.

H. Contractor shall require every on-duty employee to wear a visible photo identification badge issued by the County. Such badge shall be displayed on employee's person at all times he/she is on County designated property.

## 11.2 Facility Work Requirements

A. Contractor shall maintain a current and valid California-issued Contractor Classification C-27 and pest control business license throughout the duration of the entire term of the Contract.

B. Contractor recognizes that during the course of this contract, County personnel and/or other Contractors may conduct other activities and operations. These activities may include, but not be limited to, landscape refurbishment, modification or repair, construction and/or storm related operations. Contractor may be required to modify or curtail certain tasks and operations and shall promptly comply with any request by the County Project Manager.

C. Contractor shall perform a weekly maintenance inspection during daylight hours of all areas within the landscaped area. Such inspection shall be both visual and operational. It shall include operation of all irrigation systems checking for proper condition and reliability. Contractor shall take immediate steps to correct any observed irregularities, and submit a written report regarding such circumstances to the County Contract Monitor and County Project Manager.

D. The purchase of all materials, supplies, vehicles, and equipment necessary to provide the required services is the responsibility of the Contractor. Contractor certifies that all furnished landscape supplies are not harmful to the plants, trees and surfaces being serviced. Contractor shall use materials and equipment that are safe for the environment and safe for use by Contractor employees. All materials and supplies are subject to County approval.

**11.3 Training**

A. Contractor shall provide training programs for all new employees and continuing in-service training for all employees, including, but not limited to visual aids, dealing with the diverse maintenance needs of a facility. Contractor must provide County Project Manager with a summary of course material and training schedules for its employees upon request.

B. Contractor personnel shall be trained in their assigned tasks and in safety in the work place. All Contractor personnel must work in accordance with Federal, State, and local statutes and directives. Contractor must comply with and maintain the Injury and Illness Prevention Program (IIPP) standards and records in accordance with Federal and State OSHA requirements. Contractor shall provide proof of training and IIPP records upon County request.

C. Contractor is responsible for ensuring that personnel are kept current and properly trained on all appropriate technologies, both existing and new.

D. Contractor shall ensure that personnel be trained to render a high degree of courteous and efficient service. Contractor shall control the conduct, demeanor and appearance of all its officers, agents and employees and representatives.

### 11.4 County Required Meetings

A. Contractor's Project Manager or Supervisor shall meet with County's Project Manager or designee monthly or as determined by County to evaluate landscape and related services. Contractor's representative must be familiar with all facilities included in the contract and be able to address issues related to Contractor's services. Contractor and County will then mutually determine a corrective course of action and timeframe to remedy any problems found.

B. Contractor's Project Manager or designee shall be available to attend all daytime landscape services orientations with County Facility Managers. This shall include new facilities that are added to Contractor's services.

### 11.5 Contractor's Office

Contractor shall maintain an office, within the County of Los Angeles, with a telephone in the firm name by which the Contractor conducts business. The office shall be staffed during normal business hours by at least one employee who can respond to inquiries and complaints, which may be received about the Contractor's performance of the Contract work. Contractor shall ensure County can access Contractor when the office is closed, by maintaining an answering service, and/or equipping the designated employee with a cellular phone and/or a pager to receive calls regarding the Contractor's performance of the Contract work. The Contractor shall answer calls received by the answering service, cellular phone, or pager within two (2) hours of receipt of the call**.** Failure to respond within the two-hour time frame will be cause for assessment in accordance with the Procurement Requirements Summary (PRS).

## 12.0 COUNTY RESPONSIBILITIES

### 12.1 Furnished Items

County may provide storage facilities for Contractor's use, as determined by County. In the event said facilities are provided, Contractor's use thereof shall be only for the purpose of storing equipment and materials required for maintenance. Contractor is prohibited from use of said storage facilities or any other County property for the conduct of his/her business interests that

are not directly related to, or required by the contract. Contractor assumes all risks of loss and damage to materials and equipment stored.

12.2 County does not anticipate assigning any County employee to Contractor on a full time basis. County personnel will be made available to the Contractor at the County Project Manager's discretion, to answer questions and provide a necessary liaison between Contractor and County. County will provide all utilities, including gas, electricity, and water for on-site facilities. County will provide no utilities or phones to Contractor if off-site facilities are used.

## 13.0 MAINTENANCE SCHEDULES

13.1 Contractor shall submit a work schedule for each facility to the County Project Manager within ten (10) days prior to start of Contract. Thereafter, work schedules shall be set on by January of each year identifying all the required on-going maintenance tasks and frequencies of work. The schedules shall delineate the time frames for the maintenance function by day of the week, morning, and afternoon.

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

13.3 Contractor shall provide any specialty type maintenance that is a result of poor workmanship by Contractor, to bring landscaped areas up to the level of well-manicured and clean, at Contractor's expense as determined by County.

## 14.0 GREEN INITIATIVES

Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits. In using the County's Facilities, the Contractor will develop and adhere to an energy conservation plan that is consistent with County policy. Contractor shall notify County's Project Manager of Contractor's new green initiatives prior to the contract commencement.

## 15.0 ADDITION/DELETION OF FACILITIES/ADDITIONAL WORK

County reserves the right to add or delete Facilities, adjust staffing requirements and/or Facility operating hours during the Contract Term. All changes must be made in accordance with the Contract, Paragraph 8, Standard Terms and Conditions, Amendments, Sub-paragraph 8.1 Amendments.

Any additional work as a result of Addition/Deletion of facilities shall be billed at the rates submitted for additional services in Exhibit B, Pricing Sheets.

## 16.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The plan shall be submitted to the County's Project Manager for review within five (5) working days of the start of the contract. The plan shall include the following:

16.1 Method of monitoring to ensure that Contract requirements are being met.

16.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County Project Manager on a monthly basis.

16.3 Methods of continuing to ensure services to the County in the event of a strike by the Contractor's employees.

## 17.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in Contract, Paragraph 8, Terms and Conditions, Sub-Paragraph 8.15, County's Quality Assurance Plan.

### 17.1 Monthly Meetings

Contractor is required to attend (Monthly) meetings with County Project Manager and/or designees. Contractor may be required to attend additional meetings to discuss service level deficiencies or contract issues within 24-hour notice.

### 17.2 Contract Discrepancy Report (CDR)

Verbal Notification of a Contract discrepancy will be made to the Contractor's Project Manager as soon as possible whenever a Contract discrepancy is identified. The problem will be resolved within a time period established by County.

The verbal notification may be followed with a formal CDR, as provided in Exhibit 1, at the discretion of the County's Contract Project Manager. The CDR will indicate the contract discrepancy, the Contractor's response and the correction due date for each discrepancy noted.

Upon receipt of the CDR, the Contractor is required to respond in writing to the County's Project Manager or designee within 24 hours, acknowledging the reported discrepancies or presenting contrary information. If Additional time will be required to complete the correction(s), this must also be indicated in the response. Approval of any additional time for completions will be at the County's discretion.

### 17.3 County Observations

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

### 17.4 Methods of Monitoring

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

- Sampling
- One hundred percent (100%) inspection of output items on a periodic basis (daily, weekly, monthly, etc.) using Exhibit 3, Landscape Maintenance Certification as determined necessary to assure a sufficient evaluation of Contractor performance.
- Customer complaints or public complaints.

### 17.5 Unacceptable Performance

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

- When the County Contract Monitor determines that the performance is unacceptable, the County Contract Monitor shall notify Contractor of the discrepancy.
- Contractor must correct the problem within the time frame directed by the County Contract Monitor.
- The County Contract Monitor will perform a follow-up inspection and will evaluate Contractor's corrective action.
- If the problem has not been corrected, the County Contract Monitor will prepare a CDR with the deadline for completion. Failure to respond to CDR may result in an assessment for non-compliance as set forth in this.
- County Project Manager determines assessment, if any. And assessment letter will be sent to the Contractor.

## 18.0 PERFORMANCE REQUIREMENTS SUMMARY

All listings of services used in Exhibit 2 – Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the SOW, and not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any services seems to be created in the PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on the Contractor.

When the Contractor's performance does not conform to the requirements of this Contract, the County will have the option to apply the following non-performance remedies:

- Require Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to the acceptable level and monitoring methods to prevent recurrence.
- Reduce payment to Contractor by a computed amount based on the damage fee(s) in the PRS Chart.
- Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within five (5) days shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said services(s), as determined by the County, shall be credited to the County on the Contractor's future invoices.

This section does not preclude the County's right to terminate the contract upon ten (10) days written notice with or without cause, as provided for in Contract, Paragraph 8, Terms and Conditions, Sub-paragraph 8.42, Termination for Convenience.

EXHIBIT 1

## CUSTODIAL SERVICES DIVISION

# CONTRACT DISCREPANCY REPORT

**CONTRACTOR RESPONSE DUE WITHIN 24 HOURS**

| | | | |
|---|---|---|---|
| **Facility Name:** | **Address:** | | **Date of Inspection:** |
| **Contractor:** | **Contract No.** | **Contract Monitor:** | **CSD Dist #** |
| **Contact Person:** | **Telephone: ( ) -** | **District Manager Signature:** | |
| **Report Transmitted to Fax #: ( ) -** | | **Fax: ( ) -** | |

A contract discrepancy(s) is specified below. The contractor will take corrective action and respond back to ISD Custodial Division Contact Person identified above by the date required. Failure to take corrective action or respond to this Contract Discrepancy Report by the date specified may result in the deduction of damages.

| No. | Contract Discrepancy | Contractor's Response | County Use Only | |
|---|---|---|---|---|
| | | | Date Correction Due | Date Completed |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |

*Contractor's Representative Signature* *Date Signed*

| **Additional Comments:** |
|---|
| |
| |

# PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

| REFERENCE/ REQUIRED SERVICE | STANDARD OF PERFORMANCE | MONITORING METHOD | DEDUCTIONS/FEES TO BE ASSESSED |
|---|---|---|---|
| Contract: Paragraph 5.5.4 Invoice and Payments, submission of Invoices. | Monthly Invoices are received and approved by the County by the 15th calendar day of the month following the month of services | Invoices are received in County office by the due date. | $100 per occurrence |
| Contract: Paragraph 5.5.4 Invoice and Payments, submission of Invoices. | Invoices for as needed and/or additional work are received and approved by the County within 30 days of the date service is performed. | Invoices are received in County office by the due date. | $100 per occurrence |
| Contract: Paragraph 7. 2 Approval of Contractor's Staff | County's approval of staff. | Inspection and Observation | $50 per occurrence |
| Contact: Paragraph 7.4.1 Background and Security Investigations | Contractor's staff must pass background checks. Fees at expense of Contractor. | Inspection and Observation | $50 per occurrence |
| Contact: Paragraph 7.4.2 & 7.4.3 Background and Security Investigations | Contractor's staff not passing background checks are not to work at County facilities and shall be removed from County facilities. | Inspection and Observation | $50 per occurrence |
| Contract: Paragraphs 8.24 & 8.25 General Insurance Requirements | Compliance with Contract Insurance Requirements | Receipt of document | $100 per occurrence; possible termination for default of contract. |
| Contract: Paragraph 8.34 Notices | Contractor to submit notices of changes in personnel to County. | Receipt of document | $50 per occurrence |
| Contract: Paragraph 8.38 Record Retention & Inspection/Audit Settlement | Contractor to maintain all required documents as specified in Sub-paragraph 8.37. | Inspection of files | $100 per occurrence; possible termination for default of contract. |
| Contract: Paragraph 8.40 Subcontracting | Contractor shall obtain County's written approval prior to subcontracting any work. | Inspection & Observation | $100 per occurrence; possible termination for default of contract |
| Contract: Paragraph 9.1 Contractor's Compliance with Living Wage | Contractor to be in compliance with County's Living Wage Program. | Inspection & Observation | $100 per occurrence; possible termination for default of contract. |

## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

| REFERENCE/ REQUIRED SERVICE | STANDARD OF PERFORMANCE | MONITORING METHOD | DEDUCTIONS/FEES TO BE ASSESSED |
|---|---|---|---|
| SOW Section 3.1 Mowing | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 3.2 Edging/Detailing/ Weed Control | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 3.3 Weed Control | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 3.4 Litter Control | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 3.5 Raking | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 3.6 Pruning of Trees, Hedges and Ground Cover | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 3.7 Watering | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 3.8 Irrigation System Maintenance | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 3.9 Disease/Insect Control | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 3.10 Rodent Control | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 4.1 Chemical Edging/Detailing | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 4.2 Trimming and Crowning of Trees | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |

## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

| REFERENCE/ REQUIRED SERVICE | STANDARD OF PERFORMANCE | MONITORING METHOD | DEDUCTIONS/FEES TO BE ASSESSED |
|---|---|---|---|
| SOW Section 4.3 Aerification | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 4.4 Fertilization | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 4.5 Renovation/Vertical Mowing | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 4.6 Cultivating | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 4.7 Turf Reseeding/Restoration of Bare Areas | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 5.0 Plant Materials | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 7.0 Waste Removal | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 9.0 Emergency Services Requests | 100% Contractor response within 2 hours of notification by County. | Observation of Response | $50 per occurrence |
| SOW Section 10.0 Maintenance Reports | 100 % Completion of Required Services | Acceptance and Inspection of Reports | $50 per occurrence |
| SOW Section 11.1.B Contractor Personnel | Provide Principal Landscaper/must read, speak and understand English. | Inspection & Observation | $50 per occurrence |
| SOW Section 11.1.C. Contractor Supervisor | Provide a Supervisor accessible all hours 365 days/year. Must read, speak and understand English. Notify County of Changes to Project Manager. | Inspection and Observation | $50 per occurrence |

## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

| REFERENCE/ REQUIRED SERVICE | STANDARD OF PERFORMANCE | MONITORING METHOD | DEDUCTIONS/FEES TO BE ASSESSED |
|---|---|---|---|
| SOW Section 11.1.G Uniforms | Contractor to ensure all employees wear approved uniforms and County issued ID badges. | Inspection and Observation | $50 per occurrence |
| SOW Section 11.3 Training | Provide Training Programs for new employees. | Provide copies of Programs upon County request | $50 per occurrence |
| SOW Section 11.4 County required meetings | Contractor attendance at all monthly or as required County meetings. | Observation of Attendance | $50 per occurrence |
| SOW 11.5 Contractor Office. | Contractor to maintain office in Los Angeles County. Must be staffed 8-5 Monday-Friday. When closed, must have answering service, cellular phones or pager to respond to County calls within 2 hours. | Inspection and Observation | $50 per occurrence |

**EXHIBIT 3**

## LANDSCAPE MAINTENANCE CERTIFICATION

I (We) hereby certify under penalty of perjury that the work within the facilities specified under the provisions of County Contract No. _____ has been performed in accordance with the specifications of said Contract for the month of _____, 20_____, and that:

| | | Yes | No | Initial |
|---|---|---|---|---|
| 1. | Not less than the living wages, as determined by the LA County Living Wage Ordinance, have been paid to personnel employed to do this work. | ____ | ____ | ____ |
| 2. | All On-Going Maintenance tasks have been completed as provided for in the Scope or Work and Specifications. | ____ | ____ | ____ |
| 3. | Irrigation systems have been checked for operability and that the following are functioning properly: | | | |
| | a) Irrigation lines | ____ | ____ | ____ |
| | b) Valves | ____ | ____ | ____ |
| | c) Sprinkler heads | ____ | ____ | ____ |
| | d) Controllers | ____ | ____ | ____ |
| 4. | Has spraying and/or use of chemicals occurred? ☐ Yes ☐ No<br>If yes: | | | |
| | a) Have copies of the Pest Control Agent's written recommendations been sent to the County Contract Monitor? | ____ | ____ | ____ |
| | b) Have copies of the Pesticide Use Report been sent to the County Contract Monitor? | ____ | ____ | ____ |
| | c) Have Copies of restricted use permits been sent to the County Contract Monitor? | ____ | ____ | ____ |
| 5. | Have specialty type maintenance services been requested? ☐ Yes ☐ No<br>If yes: | | | |
| | a) Has County Contract Monitor been notified in writing? | ____ | ____ | ____ |
| | b) Has quantity and complete description of materials used been sent to County Contract Monitor? (if applicable) | ____ | ____ | ____ |
| 6. | Has the work schedule provided changed? ☐ Yes ☐ No<br>If yes: | | | |
| | a) Has the County Contract Monitor been notified? | ____ | ____ | ____ |

7. COMMENTS

_____

_____

_____

_____ _____

Company Authorized Representative Date

**EXHIBIT B**

# PRICING SHEET

**SEPCO EARTHSCAPE INC.**
**PRICING SHEET**
**REGION 1**

**EXHIBIT B**

| BIS No. | FACILITY | DEPARTMENT | ADDRESS | CITY | MONTHLY COST |
|---|---|---|---|---|---|
| 06440 | 1 | Public Health/Burbank PH Programs and Services | 1101 W. Magnolia Blvd. | Burbank | $ 323.00 |
| 03707 | 2 | Public Health/Public Health Center - Glendale | 501 N. Glendale Ave. | Glendale | $ 745.00 |
| 10756 | 3 | ISD-PCS/Auto Park #17 | 131 S. Olive St., | Los Angeles | $ 340.00 |
| 00045 | 4 | Hall of Records/Hall of Records | 320 W. Temple St. | Los Angeles | $ 950.00 |
| 00039 | 5 | Hall of Administration/Hall of Administration | 500 W. Temple St. | Los Angeles | $ 1,350.00 |
| 10550 | 6 | CEO/Fort Moore Pioneer Memorial | 501 N. Hill St. | Los Angeles | $ 890.00 |
| 10737 | 7 | ISD-PCS/Auto Park #21 | 555 North Broadway | Los Angeles | $ 685.00 |
| 00006 | 8 | ISD/Power Plant | 301 N. Broadway | Los Angeles | $ 690.00 |
| 07615 | 9 | ISD-Parking Services/Auto Park #58 | 1055 Alameda St. | Los Angeles | $ 860.00 |
| 00058 | 10 | ISD-Parking Services/Hillside Slope | 1035 Alameda St. | Los Angeles | $ 430.00 |
| 07190 | 11 | CEO/Vacant Lot (Street Trees) | 720 N. Spring St. | Los Angeles | $ 550.00 |
| | 12 | CEO/El Pueblo Historical Site | 522 N. Spring St. | Los Angeles | $ 520.00 |
| 05249 | 13 | Public Social Services/Metro North AP District Office/Cal Works | 2601 Wilshire Blvd. | Los Angeles | $ 480.00 |
| 05285 | 14 | Public Social Services/Metro East AP District Office | 2855 Olympic Blvd. | Los Angeles | $ 540.00 |
| 03514 | 15 | Parks and Recreation/Lesage Complex | 510 S. Vermont Ave. | Los Angeles | $ 310.00 |
| 03512 | 16 | Mental Health/Headquarters Lesage Complex Tower | 550 & 532 S. Vermont Ave | Los Angeles | $ 325.00 |
| 05213 | 17 | Public Social Services/Belvedere AP District Office | 5445 Whittier Blvd. | Los Angeles | $ 635.00 |
| 00054 | 18 | Courts/Eastlake Juvenile Hall | 1601 Eastlake Ave | Los Angeles | $ 1,260.00 |
| 06503 | 19 | Public Health/North Hollywood PH Programs and Services | 5300 Tujunga Ave. | North Hollywood | $ 580.00 |
| 05268 | 20 | Public Social Services/ELA GROW Employment Services Center | 2200 N. Humboldt St. | Los Angeles | $ 300.00 |
| 05305 | 21 | Public Social Services/Lincoln Heights AP Office | 4077 Mission Rd. | Los Angeles | $ 494.00 |
| 00094 | 22 | ISD-PCS/Auto Park #10 | 145 N. Broadway | Los Angeles | $ 520.00 |
| | | | | | **$13,777.00** |

| AS-NEEDED SERVICES* | |
|---|---|
| **SERVICE** | **RATE ($)** |
| Facility Additions - Staffing | |
| Landscape Laborer (Hourly Rate) | $ 25.00/hr. |
| Principal Landscaper (Hourly Rate) | $ 35.00/hr. |
| Supervisor (Hourly Rate) | $ 45.00/hr. |

* These rates shall be fully burdened.

EXHIBIT C

# FACILITY AND LANDSCAPE SPECIFICATION SHEETS

| **Region 1 Facility No. 1** | |
|---|---|
| **Department/Facility** | Public Health/Burbank PH Programs and Services |
| **Address** | 1101 W. Magnolia Blvd., Burbank, CA 91506 |
| **Days/Hours of Operation** | Weekly: All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 6 |
| Number of Palm Trees | 0 |
| Number of Planters | 0 |
| Shrubs | Yes |
| Hedges | Yes |
| Grass | Yes |
| Irrigation System | Yes |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Weekly |
| 3.4 Litter Control | Weekly |
| 3.5 Raking | Weekly |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| |

FOS District #: _____
Contract Monitor: _____

| **Region 1 Facility No. 2** | |
|---|---|
| **Department/Facility** | Public Health/Public Health Center - Glendale |
| **Address** | 501 N. Glendale Ave., Glendale, CA 91206 |
| **Days/Hours of Operation** | Weekly: All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 51 |
| Number of Palm Trees | 4 |
| Number of Planters | 8 |
| Shrubs | Yes |
| Hedges | Yes |
| Grass | Yes |
| Irrigation System | Yes |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Weekly |
| 3.4 Litter Control | Weekly |
| 3.5 Raking | Weekly |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| |

FOS District #: _____
Contract Monitor: _____

| **Region 1 Facility No. 3** | |
|---|---|
| **Department/Facility** | ISD-PCS/Auto Park # 17 |
| **Address** | 131 S. Olive St., Los Angeles, CA 90012 |
| **Days/Hours of Operation** | Daily (M-F): All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 3 |
| Number of Palm Trees | 0 |
| Number of Planters | 3 |
| Shrubs | No |
| Hedges | No |
| Grass | No |
| Irrigation System | Yes |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Daily (M-F) |
| 3.4 Litter Control | Daily (M-F) |
| 3.5 Raking | Daily (M-F) |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| Heavy transient population in area.<br><br>Note: Fenced area on floor level in left rear of parking structure is excluded. |

FOS District #: _____
Contract Monitor: _____

| **Region 1 Facility No. 4** | |
|---|---|
| **Department/Facility** | Hall of Records/Hall of Records |
| **Address** | 320 W. Temple St., Los Angeles, CA 90012 |
| **Days/Hours of Operation** | Daily (M-F): All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 50 |
| Number of Palm Trees | 6 |
| Number of Planters | 7 |
| Shrubs | Yes |
| Hedges | Yes |
| Grass | No |
| Irrigation System | Yes |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Daily (M-F) |
| 3.4 Litter Control | Daily (M-F) |
| 3.5 Raking | Daily (M-F) |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| |

FOS District #: _____
Contract Monitor: _____

| **Region 1 Facility No. 5** | |
|---|---|
| **Department/Facility** | Hall of Administration/Hall of Administration |
| **Address** | 500 W. Temple St., Los Angeles, CA 90012 |
| **Days/Hours of Operation** | Daily (M-F): All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 27 |
| Number of Palm Trees | 27 |
| Number of Planters | 83 |
| Shrubs | Yes |
| Hedges | Yes |
| Grass | Yes |
| Irrigation System | Yes |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Daily (M-F) |
| 3.4 Litter Control | Daily (M-F) |
| 3.5 Raking | Daily (M-F) |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| Services reduced to areas outside of construction fencing during construction project. |

FOS District #: _____
Contract Monitor: _____

| **Region 1 Facility No. 6** | |
|---|---|
| **Department/Facility** | CEO/Fort Moore Pioneer Memorial |
| **Address** | 501 N. Hill St., Los Angeles, CA 90012 |
| **Days/Hours of Operation** | Daily (M-F): All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 42 |
| Number of Palm Trees | 10 |
| Number of Planters | 0 |
| Shrubs | Yes |
| Hedges | Yes |
| Grass | No |
| Irrigation System | Yes |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Daily (M-F) |
| 3.4 Litter Control | Daily (M-F) |
| 3.5 Raking | Daily (M-F) |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| Heavy transient population in area. |

FOS District #: _____
Contract Monitor: _____

| **Region 1 Facility No. 7** | |
|---|---|
| **Department/Facility** | ISD-PCS/Auto Park #21 |
| **Address** | 555 North Broadway, Los Angeles, CA 90012 |
| **Days/Hours of Operation** | Daily (M-F): All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 7 |
| Number of Palm Trees | 0 |
| Number of Planters | 0 |
| Shrubs | No |
| Hedges | No |
| Grass | No |
| Irrigation System | No |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Daily (M-F) |
| 3.4 Litter Control | Daily (M-F) |
| 3.5 Raking | Daily (M-F) |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| Heavy transient population in area.<br><br>Note: Pavement area is excluded and does not require policing for trash. |

FOS District #: _____
Contract Monitor: _____

| **Region 1 Facility No. 8** | |
|---|---|
| **Department/Facility** | ISD/Power Plant |
| **Address** | 301 N. Broadway, Los Angeles, CA 90012 |
| **Days/Hours of Operation** | Daily (M-F): All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 9 |
| Number of Palm Trees | 5 |
| Number of Planters | 2 |
| Shrubs | Yes |
| Hedges | No |
| Grass | No |
| Irrigation System | Yes |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Daily (M-F) |
| 3.4 Litter Control | Daily (M-F) |
| 3.5 Raking | Daily (M-F) |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| Heavy transient population in area. |

FOS District #: _____
Contract Monitor: _____

| **Region 1 Facility No. 9** | |
|---|---|
| **Department/Facility** | ISD-Parking Service/Auto Park # 58 |
| **Address** | 1055 Alameda St., Los Angeles, CA 90012 |
| **Days/Hours of Operation** | Daily (M-F): All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 12 |
| Number of Palm Trees | 1 |
| Number of Planters | 0 |
| Shrubs | Yes |
| Hedges | Yes |
| Grass | No |
| Irrigation System | Yes |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Daily (M-F) |
| 3.4 Litter Control | Daily (M-F) |
| 3.5 Raking | Daily (M-F) |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| Heavy transient population in area. |

FOS District #: _____
Contract Monitor: _____

**ISD**
Custodial Services Division
**Facility and Landscape Specification Sheet**

**EXHIBIT C**
**BIS# 00058**

| **Region 1 Facility No. 10** | |
|---|---|
| **Department/Facility** | ISD-PCS/Hillside Slope |
| **Address** | 1035 Alameda Street, Los Angeles, CA 90744 |
| **Days/Hours of Operation** | Monthly: All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 3 |
| Number of Palm Trees | 0 |
| Number of Planters | 0 |
| Shrubs | No |
| Hedges | No |
| Grass | No |
| Irrigation System | No |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Monthly |
| 3.2 Edging/Detailing | Monthly |
| 3.3 Weed Control | Monthly |
| 3.4 Litter Control | Monthly |
| 3.5 Raking | Monthly |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| Heavy transient population in area. |

FOS District #: _____
Contract Monitor: _____

| **Region 1 Facility No. 11** | |
|---|---|
| **Department/Facility** | CEO/VACANT LOT (Street Trees) |
| **Address** | 720 N. Spring St., Los Angeles, CA 90012 |
| **Days/Hours of Operation** | Daily (M-F): All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 10 |
| Number of Palm Trees | 0 |
| Number of Planters | 0 |
| Shrubs | No |
| Hedges | No |
| Grass | No |
| Irrigation System | No |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Daily (M-F) |
| 3.4 Litter Control | Daily (M-F) |
| 3.5 Raking | Daily (M-F) |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| Heavy transient population in area. |

FOS District #: _____
Contract Monitor: _____

| **Region 1 Facility No. 12** | |
|---|---|
| **Department/Facility** | CEO/El Pueblo Historical Site |
| **Address** | 522 N. Spring St., Los Angeles, CA 90012 |
| **Days/Hours of Operation** | Daily (M-F): All work to be done during daylight hours |

| Description | Required Maintenance |
|---|---|
| Number of Trees | 2 |
| Number of Palm Trees | 0 |
| Number of Planters | 0 |
| Shrubs | No |
| Hedges | No |
| Grass | No |
| Irrigation System | No |

| General Service Requirements | Frequency |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Daily (M-F) |
| 3.4 Litter Control | Daily (M-F) |
| 3.5 Raking | Daily (M-F) |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| Heavy transient population in area. |

FOS District #: _____
Contract Monitor: _____

| **Region 1 Facility No. 13** | |
|---|---|
| **Department/Facility** | Public Social Services/Metro North AP District Office/Cal Works |
| **Address** | 2601 Wilshire Blvd., Los Angeles, CA 90057 |
| **Days/Hours of Operation** | Weekly: All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 2 |
| Number of Palm Trees | 5 |
| Number of Planters | 2 |
| Shrubs | Yes |
| Hedges | Yes |
| Grass | Yes* |
| Irrigation System | Yes |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Weekly |
| 3.4 Litter Control | Weekly |
| 3.5 Raking | Weekly |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| *There is a small area of grass. |

FOS District #: _____
Contract Monitor: _____

| **Region 1 Facility No. 14** | |
|---|---|
| **Department/Facility** | Public Social Services/Metro East AP District Office |
| **Address** | 2855 Olympic Blvd., Los Angeles, CA 90023 |
| **Days/Hours of Operation** | Weekly: All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 11 |
| Number of Palm Trees | 1 |
| Number of Planters | 3 |
| Shrubs | Yes |
| Hedges | Yes |
| Grass | Yes |
| Irrigation System | Yes* |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Weekly |
| 3.4 Litter Control | Weekly |
| 3.5 Raking | Weekly |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| * Hand watering required at this site. |

FOS District #: _____
Contract Monitor: _____

| **Region 1 Facility No. 15** | |
|---|---|
| **Department/Facility** | Parks & Recreation/Lesage Complex |
| **Address** | 510 S. Vermont Ave., Los Angeles, CA 90020 |
| **Days/Hours of Operation** | Weekly: All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 0 |
| Number of Palm Trees | 0 |
| Number of Planters | 0 |
| Shrubs | Yes |
| Hedges | No |
| Grass | No |
| Irrigation System | No |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Weekly |
| 3.4 Litter Control | Weekly |
| 3.5 Raking | Weekly |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| |

FOS District #: _____
Contract Monitor: _____

| **Region 1 Facility No. 16** | |
|---|---|
| **Department/Facility** | Mental Health/Headquarters Le Sage Complex Tower |
| **Address** | 550 and 532 S. Vermont Ave., Los Angeles, CA 90020 |
| **Days/Hours of Operation** | Weekly: All work to be done during daylight hours |

| Description | Required Maintenance |
|---|---|
| Number of Trees | 0 |
| Number of Palm Trees | 0 |
| Number of Planters | 0 |
| Shrubs | No |
| Hedges | No |
| Grass | No |
| Irrigation System | No |

| General Service Requirements | Frequency |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Weekly |
| 3.4 Litter Control | Weekly |
| 3.5 Raking | Weekly |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| No landscape at both areas – litter control only. |

FOS District #: _____
Contract Monitor: _____

| **Region 1 Facility No. 17** | |
|---|---|
| **Department/Facility** | Public Social Services/Belvedere AP District Office |
| **Address** | 5445 Whittier Blvd., Los Angeles, CA 90022 |
| **Days/Hours of Operation** | Weekly: All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 11 |
| Number of Palm Trees | 0 |
| Number of Planters | 1 |
| Shrubs | Yes |
| Hedges | No |
| Grass | Yes |
| Irrigation System | Yes* |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Weekly |
| 3.4 Litter Control | Weekly |
| 3.5 Raking | Weekly |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| *Hand watering required at this site. |

FOS District #: _____
Contract Monitor: _____

| **Region 1 Facility No. 18** | |
|---|---|
| **Department/Facility** | Courts/Eastlake Juvenile Hall |
| **Address** | 1601 Eastlake Ave., Los Angeles, CA 90033 |
| **Days/Hours of Operation** | Weekly: All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 27 |
| Number of Palm Trees | 8 |
| Number of Planters | 2 |
| Shrubs | Yes |
| Hedges | Yes |
| Grass | Yes |
| Irrigation System | Yes |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Weekly |
| 3.4 Litter Control | Weekly |
| 3.5 Raking | Weekly |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| |

FOS District #: _____
Contract Monitor: _____

| **Region 1 Facility No. 19** | |
|---|---|
| **Department/Facility** | Public Health/North Hollywood PH Programs & Services |
| **Address** | 5300 Tujunga Ave., North Hollywood, CA 91601 |
| **Days/Hours of Operation** | Daily (M-F): All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 13 |
| Number of Palm Trees | 0 |
| Number of Planters | 2 |
| Shrubs | Yes |
| Hedges | Yes |
| Grass | Yes |
| Irrigation System | Yes/Not working |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Daily (M-F) |
| 3.4 Litter Control | Daily (M-F) |
| 3.5 Raking | Daily (M-F) |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| |

FOS District #: _____
Contract Monitor: _____

| **Region 1 Facility No. 20** | |
|---|---|
| **Department/Facility** | Public Social Services/ELA Grow Employment Service Center |
| **Address** | 2200 N. Humboldt St., Los Angeles, CA 90031 |
| **Days/Hours of Operation** | Monthly: All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 0 |
| Number of Palm Trees | 0 |
| Number of Planters | 1 |
| Shrubs | No |
| Hedges | No |
| Grass | No |
| Irrigation System | No |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Monthly |
| 3.2 Edging/Detailing | Monthly |
| 3.3 Weed Control | Monthly |
| 3.4 Litter Control | Monthly |
| 3.5 Raking | Monthly |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| Only service this site once a month. There is only one planter that needs watering. |

FOS District #: _____
Contract Monitor: _____

| **Region 1 Facility No. 21** | |
|---|---|
| **Department/Facility** | Public Social Services/Lincoln Heights AP Office |
| **Address** | 4077 Mission Rd., Los Angeles, CA 90032 |
| **Days/Hours of Operation** | Weekly: All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 8 |
| Number of Palm Trees | 0 |
| Number of Planters | 6 |
| Shrubs | Yes |
| Hedges | Yes |
| Grass | Yes |
| Irrigation System | Yes |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Weekly |
| 3.4 Litter Control | Weekly |
| 3.5 Raking | Weekly |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| |

FOS District #: _____
Contract Monitor: _____

| **Region 1 Facility No. 22** | |
|---|---|
| **Department/Facility** | ISD-PCS/Auto Park #10 |
| **Address** | 145 N. Broadway, Los Angeles, CA 90012 |
| **Days/Hours of Operation** | Daily (M-F): All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 31 |
| Number of Palm Trees | 0 |
| Number of Planters | 1 |
| Shrubs | Yes |
| Hedges | Yes |
| Grass | No |
| Irrigation System | No |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Daily (M-F) |
| 3.4 Litter Control | Daily (M-F) |
| 3.5 Raking | Daily (M-F) |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| Hand watering required at this site. |

FOS District #: _____
Contract Monitor: _____

# CONTRACTOR'S EEO CERTIFICATION

Sepco Earthscape, Inc.
Contractor Name

P.O.Box 5640, Santa Monica, Ca 90409
Address

95-4712699
Internal Revenue Service Employer Identification Number

## GENERAL CERTIFICATION

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

| CONTRACTOR'S SPECIFIC CERTIFICATIONS | YES | NO |
|---|---|---|
| 1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | x | ☐ |
| 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. | x | ☐ |
| 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | x | ☐ |
| 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | x | ☐ |

Sepehr Raafat, President
Authorized Official's Printed Name and Title

Authorized Official's Signature

6-11-2013
Date

# COUNTY'S ADMINISTRATION

CONTRACT NO. _____

**COUNTY PROJECT DIRECTOR:**

| | |
|---|---|
| Name: | Yolanda Young |
| Title: | Division Manager |
| Address: | 1100 N Eastern Ave |
| | Los Angeles, CA 90063 |
| Telephone: | (323) 267-3101 |
| Facsimile: | (323) 415-8664 |
| E-mail Address: | yyoung@isd.lacounty.gov |

**COUNTY PROJECT MANAGER (CPM):**

| | |
|---|---|
| Name: | Laura Lambertson |
| Title: | Division Manager |
| Address: | 1100 N. Eastern Avenue |
| | Los Angeles, CA 90063 |
| Telephone: | (323) 267-3100 |
| Facsimile: | (323) 881-0132 |
| E-mail Address: | llambertson@isd.lacounty.gov |

**COUNTY CONTRACT MONITORS:**

| | |
|---|---|
| Name: | Various |
| Title: | Facilities Contract Monitors |
| Address: | 1100 N. Eastern Avenue |
| | Los Angeles, CA 90063 |
| Telephone: | Varies |
| Facsimile: | Varies |
| E-mail Address: | N/A |

# CONTRACTOR'S ADMINISTRATION

SEPCO EARTHSCAPE, INC.
CONTRACTOR'S NAME

CONTRACT NO. _____

**CONTRACTOR'S PROJECT DIRECTOR:**

| | |
|---|---|
| Name: | Sepehr Raafat |
| Title: | president |
| Address: | 1204 Pearl Street |
| | Santa Monica, CA 90405 |
| Telephone: | 310-345-7245 |
| Facsimile: | 310-399-1493 |
| E-mail Address: | Sepcoearthscape@aol.com |

**CONTRACTOR'S AUTHORIZED OFFICIALS:**

| | |
|---|---|
| Name: | Sepehr Raafat |
| Title: | President and CFO |
| Address: | 1204 Pearl Street |
| | Santa Monica, CA 90405 |
| Telephone: | 310-345-7245 |
| Facsimile: | 310-399-1493 |
| E-mail Address: | Sepcoearthscape@aol.com |

| | |
|---|---|
| Name: | Shireen G. Raafat |
| Title: | Vice President and Secretary |
| Address: | Same as above |
| | |
| Telephone: | 310-614-6153 |
| Facsimile: | 310-399-1493 |
| E-mail Address: | Sepcoearthscape@aol.com |

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

| | |
|---|---|
| Name: | Sepehr Raafat |
| Title: | president |
| Address: | P.O.Box 5640 |
| | Santa Monica, CA 90409 |
| Telephone: | 323-242-0700 |
| Facsimile: | 310-399-1493 |
| E-mail Address: | Sepcoearthscape@aol.com |

# CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name SEPCO EARTHSCAPE, INC. Contract No. _____

GENERAL INFORMATION:
The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:
Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:
Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: 06/11/2013
PRINTED NAME: SEPEHR RAAFAT
POSITION: PRESIDENT

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

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

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

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

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

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

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

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

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

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

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

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)
2.203.050 Other Provisions.

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

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.060 Enforcement and Remedies.**

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

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

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.070. Exceptions.**

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

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,

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

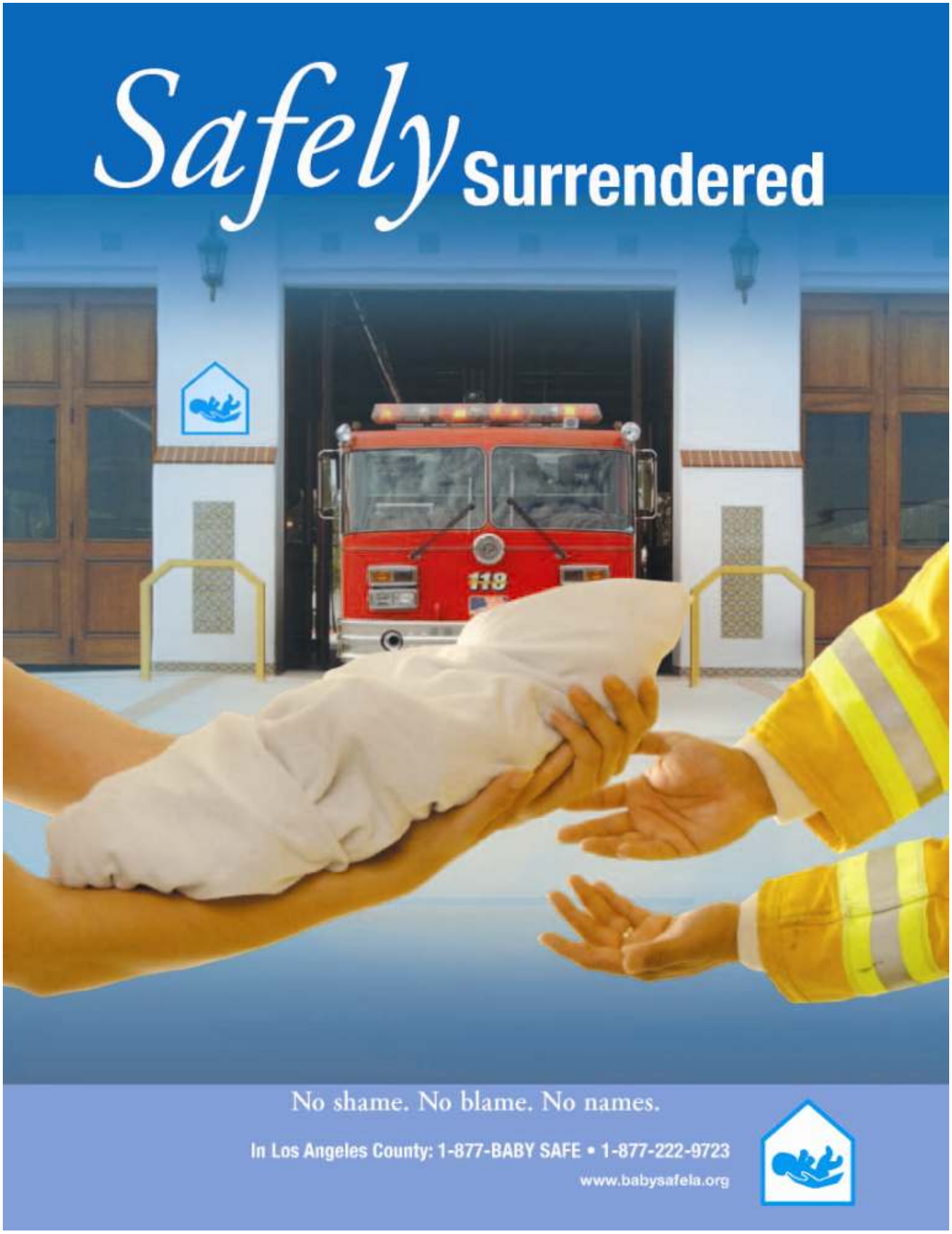
3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

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

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)


Safely Surrendered
119
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

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

# *Safely* Surrendered *Baby Law*

## What is the Safely Surrendered Baby Law?

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

## How does it work?

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

## What if a parent wants the baby back?

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

## Can only a parent bring in the baby?

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

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

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

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

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

## What happens to the baby?

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

## What happens to the parent or surrendering adult?

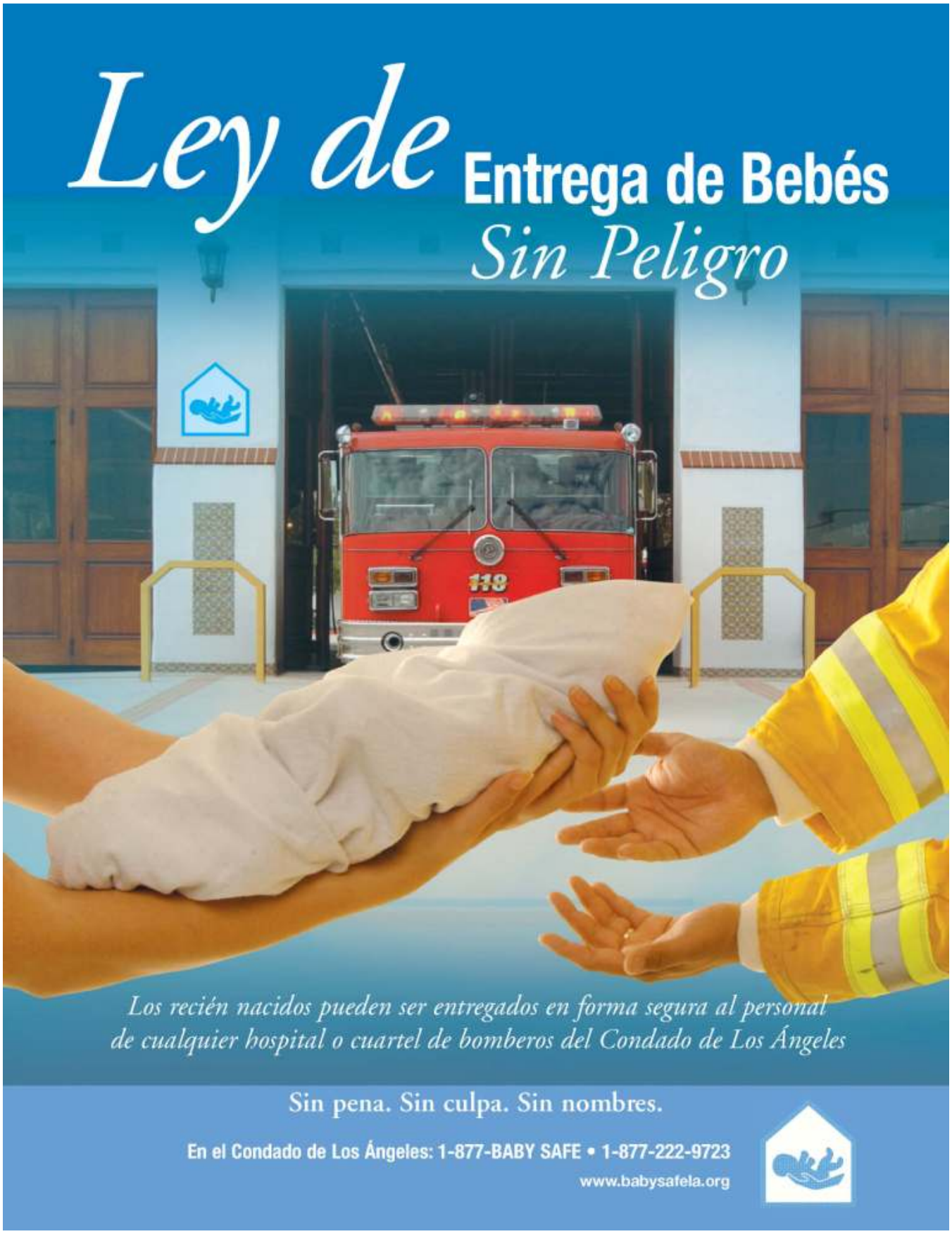
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

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

## *A baby's story*

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


Ley de Entrega de Bebés
Sin Peligro
Los recién nacidos pueden ser entregados en forma segura al personal
de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles
Sin pena. Sin culpa. Sin nombres.
En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

# *Ley de* Entrega de Bebés *Sin Peligro*

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

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 Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

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

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

### ¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

### ¿Qué pasará con el bebé?

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

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

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

### ¿Por qué se está haciendo esto en California? ?

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

## *Historia de un bebé*

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del 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.

# Prop A – Living Wage Program Exhibits

## *Exhibits J, K, & L*

Title 2 ADMINISTRATION
Chapter 2.201
LIVING WAGE PROGRAM

**2.201.010 Findings.**

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

**2.201.020 Definitions.**

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

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

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

C. "Employer" means:

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

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

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

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

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

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

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

**2.201.030 Prospective effect.**

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. (Ord. 99-0048 § 1 (part), 1999.)

* Editor's note: Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

Title 2 ADMINISTRATION
Chapter 2.201
LIVING WAGE PROGRAM

**2.201.040 Payment of living wage.**

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

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

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

**2.201.050 Other provisions.**

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

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

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

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

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

Title 2 ADMINISTRATION
Chapter 2.201
LIVING WAGE PROGRAM

**2.201.060 Employer retaliation prohibited.**

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

**2.201.070 Employee retention rights.**

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

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

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

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

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

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

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

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

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

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

**2.201.080 Enforcement and remedies.**

For violation of any of the provisions of this chapter:

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

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

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

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

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

**2.201.090 Exceptions.**

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

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

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

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

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

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

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

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

"Dominant in its field of operation" means having more than 20 employees, including full time and part time employees, and more than $1,000,000.00 in annual gross revenues or $2,500,000.00 in annual gross revenues if a technical or professional service.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 99-0055 § 1, 1999: Ord. 99-0048 § 1 (part), 1999.)

**2.201.100 Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 99-0048 § 1 (part), 1999)

**EXHIBIT K**

# COUNTY OF LOS ANGELES
## LIVING WAGE ORDINANCE

### MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

**Instruction Box:** Please complete all sections of this form. *(Information to complete this form can be obtained from your weekly certified payroll reports)* Submit this form with your Certified Payroll Reports to the awarding County department. Be sure to complete and sign the reverse side of this form before submitting.

| | | | |
|---|---|---|---|
| (1) Name: Contractor ☐ Subcontractor ☐ | | Address: (Street, City, State, Zip) | |
| (2) Payroll No.: | (3) Work Location: | (4) From payroll period: ___/___/___ to payroll period: ___/___/___ | (5) For Month Ending: |
| (6) Department Name: | (7) Contract Service Description: | (8) Contract Name & Number: | |
| (9) Contractor Health Plan Name(s): | | (10) Contractor Health Plan ID Number(s): | |

| (11) Employee Name, Address & Last 4 digits of SS# | (12) Work Classification | (13) Total Hours Worked Each Week of Monthly Pay Period | | | | | (14) Total Aggre-gate Hours | (15) Employer Paid Health Benefit Hourly Rate | (16) Gross Amount Paid (14x15) | (17) Employee Paid Health Benefit Hourly Rate | (18) Gross Amount Paid (14x17) | (19) Aggregate $ Health Benefits Paid (16+18) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | 1 | 2 | 3 | 4 | 5 | | | | | | |
| 1 | | | | | | | | | | | | |
| 2 | | | | | | | | | | | | |
| 3 | | | | | | | | | | | | |
| 4 | | | | | | | | | | | | |
| 5 | | | | | | | | | | | | |
| I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct. | Total (This Page) | | | | | | | | | | | |
| Print Authorized Name: | Grand Total (All Pages) | | | | | | | | | | | |

| | | | |
|---|---|---|---|
| Authorized Signature: | Date: / / | Title: | Telephone Number (include area code) ( ) | Page: _____ of _____ |

# COUNTY OF LOS ANGELES
# LIVING WAGE PROGRAM
# PAYROLL STATEMENT OF COMPLIANCE

I, _____ , _____
(Name of Owner or Company Representative) (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by:
_____ on the _____
(Company or subcontractor Name) (Service, Building or Work Site)
that during the payroll period commencing on the _____ day of _____ ,and
(Calendar day of Month) (Month and Year)
ending the _____ day of _____ all persons employed on said work site
(Calendar day of Month) (Month and Year)
have been paid the full weekly wages earned, that no rebates have been or will be made either
directly or indirectly to or on behalf of _____
(Company Name)
from the full weekly wages earned by any person and that no deductions have been made either directly or in directly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

2. That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for employees contained therein are not less than the applicable County of Los Angeles Living Wage rates contained in the contract.

3. That:

☐ WHERE FRINGE (Health) BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS
In addition to the basic hourly wage rates paid to each employee listed in the above referenced payroll, payments of health benefits as required in the contract have been or will be paid to appropriate programs for the benefit of such employees.

☐ WHERE FRINGE (Health) BENEFITS ARE PAID IN CASH
Each employee listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the applicable amount of the required County of Los Angeles Living Wage hourly rate as listed in the contract.

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.

| Print Name and Title | Owner or Company Representative Signature: |
|---|---|
| | |

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD OF THREE (3) YEARS.

# CHARITABLE CONTRIBUTIONS CERTIFICATION

Sepco Earthscape, Inc.

Company Name

P.O.Box 5640, Santa Monica, CA 90409

Address

95-4712699

Internal Revenue Service Employer Identification Number

N/A

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

**Check the Certification below that is applicable to your company.**

X Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

**OR**

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

Signature

06-11-2013

Date

Sepehr Raafat, president

Name and Title of Signer (please print)

# CONTRACT

# BY AND BETWEEN

# COUNTY OF LOS ANGELES

# AND

# FAR EAST LANDSCAPE & MAINTENANCE, INC.

# FOR

# LANDSCAPE SERVICES

78000

**CONTRACT PROVISIONS**
**LANDSCAPE SERVICES**

**TABLE OF CONTENTS**


| PARAGRAPH | TITLE | PAGE |
|---|---|---|
| **RECITALS** | | **1** |
| **1.0** | **APPLICABLE DOCUMENTS** | **2** |
| **2.0** | **DEFINITIONS** | **3** |
| **3.0** | **WORK** | **4** |
| **4.0** | **TERM OF CONTRACT** | **4** |
| **5.0** | **CONTRACT SUM** | **5** |
| 5.5 | Invoices and Payments | 6 |
| **6.0** | **ADMINISTRATION OF CONTRACT - COUNTY** | **8** |
| 6.1 | COUNTY'S PROJECT DIRECTOR | 8 |
| 6.2 | COUNTY'S PROJECT MANAGER | 8 |
| 6.3 | COUNTY'S CONTRACT MONITOR | 8 |
| **7.0** | **ADMINISTRATION OF CONTRACT - CONTRACTOR** | **8** |
| 7.1 | CONTRACTOR'S PROJECT MANAGER | 8 |
| 7.2 | APPROVAL OF CONTRACTOR'S STAFF | 9 |
| 7.3 | CONTRACTOR'S STAFF IDENTIFICATION | 9 |
| 7.4 | BACKGROUND AND SECURITY INVESTIGATIONS | 10 |
| 7.5 | CONFIDENTIALITY | 10 |
| **8.0** | **STANDARD TERMS AND CONDITIONS** | **11** |
| 8.1 | AMENDMENTS | 11 |
| 8.2 | ASSIGNMENT AND DELEGATION | 12 |
| 8.3 | AUTHORIZATION WARRANTY | 13 |
| 8.4 | BUDGET REDUCTIONS | 13 |
| 8.5 | COMPLAINTS | 13 |
| 8.6 | COMPLIANCE WITH APPLICABLE LAW | 14 |
| 8.7 | COMPLIANCE WITH CIVIL RIGHTS LAWS | 15 |
| 8.8 | COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM | 15 |

**CONTRACT PROVISIONS**
**LANDSCAPE SERVICES**

**TABLE OF CONTENTS**


| PARAGRAPH | TITLE | PAGE |
|---|---|---|
| 8.9 | CONFLICT OF INTEREST | 17 |
| 8.10 | CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST | 17 |
| 8.11 | CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS | 17 |
| 8.12 | CONTRACTOR RESPONSIBILITY AND DEBARMENT | 18 |
| 8.13 | CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW | 20 |
| 8.14 | CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM | 21 |
| 8.15 | COUNTY'S QUALITY ASSURANCE PLAN | 21 |
| 8.16 | DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS | 22 |
| 8.17 | EMPLOYMENT ELIGIBILITY VERIFICATION | 22 |
| 8.18 | FACSIMILE OR ELECTRONIC REPRESENTATIONS | 23 |
| 8.19 | FAIR LABOR STANDARDS | 23 |
| 8.20 | FORCE MAJEURE | 23 |
| 8.21 | GOVERNING LAW, JURISDICTION, AND VENUE | 24 |
| 8.22 | INDEPENDENT CONTRACTOR STATUS | 24 |
| 8.23 | INDEMNIFICATION | 25 |
| 8.24 | GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE | 25 |
| 8.25 | INSURANCE COVERAGE | 29 |
| 8.26 | LIQUIDATED DAMAGES | 30 |
| 8.27 | MOST FAVORED PUBLIC ENTITY | 31 |
| 8.28 | NONDISCRIMINATION AND AFFIRMATIVE ACTION | 31 |
| 8.29 | NON EXCLUSIVITY | 33 |
| 8.30 | NOTICE OF DELAYS | 33 |
| 8.31 | NOTICE OF DISPUTES | 33 |

**CONTRACT PROVISIONS**
**LANDSCAPE SERVICES**

**TABLE OF CONTENTS**


| PARAGRAPH | TITLE | PAGE |
|---|---|---|
| 8.32 | NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT | 33 |
| 8.33 | NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW | 33 |
| 8.34 | NOTICES | 34 |
| 8.35 | PROHIBITION AGAINST INDUCEMENT OR PERSUASION | 34 |
| 8.36 | PUBLIC RECORDS ACT | 34 |
| 8.37 | PUBLICITY | 35 |
| 8.38 | RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT | 35 |
| 8.39 | RECYCLED BOND PAPER | 37 |
| 8.40 | SUBCONTRACTING | 37 |
| 8.41 | TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM | 39 |
| 8.42 | TERMINATION FOR CONVENIENCE | 39 |
| 8.43 | TERMINATION FOR DEFAULT | 40 |
| 8.44 | TERMINATION FOR IMPROPER CONSIDERATION | 41 |
| 8.45 | TERMINATION FOR INSOLVENCY | 42 |
| 8.46 | TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE | 42 |
| 8.47 | TERMINATION FOR NON APPROPRIATION OF FUNDS | 42 |
| 8.48 | VALIDITY | 43 |
| 8.49 | WAIVER | 43 |
| 8.50 | WARRANTY AGAINST CONTINGENT FEES | 43 |
| 8.51 | WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM | 43 |

**CONTRACT PROVISIONS**
**LANDSCAPE SERVICES**

**TABLE OF CONTENTS**


| PARAGRAPH | TITLE | PAGE |
|---|---|---|
| 8.52 | TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM | 44 |
| **9.0** | **UNIQUE TERMS AND CONDITIONS** | **44** |
| 9.1 | COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM | 44 |
| 9.2 | LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM | 52 |
| 9.3 | CONTRACTOR'S OBLIGATIONS AS A NON-BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA") | 53 |
| 9.4 | PROPOSER'S CHARITABLE CONTRIBUTIONS COMPLIANCE | 54 |
| **SIGNATURES** | | **55** |

**CONTRACT PROVISIONS**
**LANDSCAPE SERVICES**

## TABLE OF CONTENTS


**EXHIBITS**

**STANDARD EXHIBITS**

A SCOPE OF WORK AND EXHIBITS

B PRICING SHEET

C FACILITY AND LANDSCAPE SPECIFICATION SHEETS

D CONTRACTOR'S EEO CERTIFICATION

E COUNTY'S ADMINISTRATION

F CONTRACTOR'S ADMINISTRATION

G CONTRACTOR'S ACKNOWLEDGEMENT & CONFIDENTIALITY AGREEMENT

H JURY SERVICE ORDINANCE

I SAFELY SURRENDERED BABY LAW

**UNIQUE EXHIBITS**

**PROP A - LIVING WAGE PROGRAM EXHIBITS**

J LIVING WAGE ORDINANCE

K MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

L PAYROLL STATEMENT OF COMPLIANCE

M SB 1262 – NONPROFIT INTEGRITY ACT OF 2004 - CHARITABLE CONTRIBUTIONS CERTIFICATION

# CONTRACT BETWEEN
# COUNTY OF LOS ANGELES
# AND
# FAR EAST LANDSCAPE & MAINTENANCE, INC.

## FOR
## LANDSCAPE SERVICES

This Contract and Exhibits made and entered into this 6th day of August, 2013 by and between the County of Los Angeles, hereinafter referred to as County and Far East Landscape & Maintenance, Inc., hereinafter referred to as Contractor. Far East Landscape & Maintenance, Inc., is located at 27118 Colebrook Pl., Valencia, CA 91354.

**RECITALS**

WHEREAS, the County may contract with private businesses for Landscape Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Landscape Services; and

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract Landscape Services; and

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter, Los Angeles County Code Section 2.121.250, and California Government Code Sections 23004, 31000 and otherwise; and

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

78000

## 1.0 APPLICABLE DOCUMENTS

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

**Standard Exhibits:**

1.1 EXHIBIT A - Scope of Work and Exhibits

1.2 EXHIBIT B - Pricing Sheet(s)

1.3 EXHIBIT C - Facility and Landscape Specification Sheets

1.4 EXHIBIT D - Contractor's EEO Certification

1.5 EXHIBIT E - County's Administration

1.6 EXHIBIT F - Contractor's Administration

1.7 EXHIBIT G - Contractor's Acknowledgement & Confidentiality Agreement

1.8 EXHIBIT H - Jury Service Ordinance

1.9 EXHIBIT I - Safely Surrendered Baby Law

**Unique Exhibits:**

**Prop A - Living Wage Program Exhibits**

1.10 EXHIBIT J - Living Wage Ordinance

1.11 EXHIBIT K - Monthly Certification for Applicable Health Benefit Payments

1.12 EXHIBIT L - Payroll Statement of Compliance

1.13 EXHIBIT M - SB 1262 – NONPROFIT INTEGRITY ACT OF 2004 - Charitable Contributions Certification

## 2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning:

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

2.2 **Contract Discrepancy Report**: A report that identifies specific problems, failures and other key performance issues in Contractor's performance that require corrective action.

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

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

2.5 **County Contract Monitor**: Person(s) with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.

2.6 **County Project Director**: Person(s) designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.

2.7 **County Project Manager**: Person(s) designated by County's Project Director to manage the operations under this Contract.

2.8 **County Recognized Holidays**: The County Recognized Holidays are: New Year's Day (January 1), Martin Luther King's Birthday (Third Monday in January), Presidents Day (Third Monday in February), Memorial Day (Last Monday in May), Independence Day (July 4), Labor Day (First Monday in September), Columbus Day (Second Monday in October), Veteran's Day (November 11), Thanksgiving holidays (Fourth Thursday and Friday in November), Christmas Day (December 25).

2.9 **Day(s)**: Calendar day(s) unless otherwise specified.

2.10 **District Manager**: County Facility Operations Services (FOS) Manager responsible for landscape services in the County.

2.11 **Facilities**: Property(ies) owned and/or operated by the County of Los Angeles.

2.12 **Facilities Operation Services (FOS)**: Internal Service Department (ISD) operation responsible for providing landscape services to County Departments.

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

2.14 **Internal Services Department**: The County Department responsible for administration of the contract.

2.15 **Performance Requirements Summary (PRS)**: Performance standards document which identifies key performance indicators that will be evaluated by County to ensure that Contractor meets the required services under this Contract.

2.16 **Regions**: Grouping of facilities within areas of Los Angeles County.

## 3.0 WORK

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

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

## 4.0 TERM OF CONTRACT

4.1 The contract term shall be for a period of three (3) years, commencing October 1, 2013, unless sooner terminated or extended, in whole or in part, as provided in the Contract.

4.2 The County shall have sole discretion to exercise an option to extend this Contract term for up to two (2) additional one-year periods, and a six (6) month to month extension, for a maximum total Contract term of five (5) years and six (6) months. Each such option and extension shall be exercised solely by the Director of ISD. 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.

4.3 The Contractor shall notify County's Project Manager, Internal Services Department, when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to County's Project Manager at the address herein provided in Exhibit E - County's Administration.

## 5.0 CONTRACT SUM

5.1 The Contract Sum under this Agreement shall be the total monetary amount payable by County to Contractor for supplying all the tasks, deliverables, goods, services and other work specified under this Contract. Contractor shall provide services at the rates identified in Exhibit B, Pricing Sheet(s).

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

5.3 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to Internal Services Department at the address herein provided in Exhibit E - County's Administration.

**5.4 No Payment for Services Provided Following Expiration/Termination of Contract**

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

## 5.5 Invoices and Payments

5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Scope of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B - Pricing Sheet, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B - Pricing Sheet(s).

5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A - Scope of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service. If the 15th calendar day of the month falls on a Friday, or on a weekend, the Contractor shall submit the monthly invoice to the County by the Thursday prior to the 15th. Invoices are approved by the County by the 15th calendar day of the month following the month of services

Invoices for as-needed services and/or additional work are received and approved by the County within 30 days of the date services are performed.

Prop A - Living Wage Program:

No invoice will be approved for payment unless the following is included:

- Exhibit K - Monthly Certification for Applicable Health Benefit Payments
- Exhibit L - Payroll Statement of Compliance

5.5.5 Contractor shall submit two (2) copies of all invoices under this Contract to the following address:

Internal Services Department
1100 North Eastern Avenue
Los Angeles, CA 90063
Attention: Contract Unit Supervisor, Finance, Room 222

5.5.6 **County Approval of Invoices**

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager, or an authorized representative prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5.7 **Local Small Business Enterprises – Prompt Payment Program**

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

## 5.6 COST OF LIVING ADJUSTMENTS (COLA'S)

For the two additional one-year option periods identified in Section 4.2, the contract (hourly, daily, monthly, etc.) amount may be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the contract anniversary date, which shall be the effective date for any cost of living adjustment. However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no cost of living adjustments will be granted. Where the County decides to grant a Cost of Living Adjustment (COLA) pursuant to this paragraph for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this contract) from the base upon which a COLA is calculated, unless the Contractor can show that his/her labor cost will actually increase.

# 6.0 ADMINISTRATION OF CONTRACT - COUNTY

**COUNTY ADMINISTRATION**

A listing of all County Administration referenced in the following sub-paragraphs is designated in Exhibit E - County's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

## 6.1 COUNTY'S PROJECT DIRECTOR

Responsibilities of the County's Project Director include:

- ensuring that the objectives of this Contract are met; and
- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

## 6.2 COUNTY'S PROJECT MANAGER

The responsibilities of the County's Project Manager include:

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

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

## 6.3 COUNTY'S CONTRACT MONITOR

The County's Contract Monitor is responsible for overseeing the day-to-day administration of this Contract. The Contract Monitor reports to the District Manager.

# 7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

## 7.1 CONTRACTOR'S PROJECT MANAGER

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

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

## 7.2 APPROVAL OF CONTRACTOR'S STAFF

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

7.2.1 Contractor shall assign a sufficient number of employees to perform the required work as defined in the SOW.

7.2.2 Contractor shall immediately remove any contractor's staff assigned to a County Facility upon County's request.

## 7.3 CONTRACTOR'S STAFF IDENTIFICATION

All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person, visible at all times. Contractor bears all expense of the badging.

7.3.1 Contractor is responsible for ensuring that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked to leave a County facility by a County representative if they do not have the proper contract worker ID badge on their person.

7.3.2 Contractor shall notify the County Project Manager in writing, within one business day, when staff is terminated from working under this Contract. Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has terminated employment with the Contractor.

7.3.3 If County requests the removal of Contractor's staff, Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has been removed from working on the County's Contract.

7.3.4 Improper or fraudulent use of County ID badges or failure of Contractor to return the employee's County ID badge will result in County's filing of a Contract Discrepancy Report with damages assessed as described in the SOW, Performance Requirement Summary.

## 7.4 BACKGROUND AND SECURITY INVESTIGATIONS

7.4.1 Each of Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by 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 may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the Contractor, without regard to whether the Contractor's staff passes or fails the background clearance investigation.

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

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

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

## 7.5 CONFIDENTIALITY

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

7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all

claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and seek reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

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

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

# 8.0 STANDARD TERMS AND CONDITIONS

## 8.1 AMENDMENTS

8.1.1 For any change which affects the scope of work, including addition or deletion of Facilities, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by Director of ISD, or his/her designee.

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

Amendment to the Contract shall be prepared and executed by the Contractor and by Director of ISD, or his/her designee.

8.1.3 The Director of ISD, or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by Director of ISD, or his/her designee.

8.1.4 County reserves the right to add or change facilities as County deems appropriate. Such changes shall be based on the hourly rates listed in Exhibit B, Pricing Sheet, and Contractor and County will negotiate a mutually agreeable price. County also reserves the right to obtain facility pricing or receive bids from other Region(s) Contract vendors. In the event any additions or changes are made, an Amendment shall be prepared and executed by the County's Director of ISD, or his/her designee.

## 8.2 ASSIGNMENT AND DELEGATION

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

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

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

## 8.3 AUTHORIZATION WARRANTY

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

## 8.4 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation 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. 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. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

## 8.5 COMPLAINTS

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

8.5.1 Within seven (7) business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

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

8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within two (2) business days for County approval.

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

8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within one (1) business day of receiving the complaint.

8.5.6 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.

8.5.7 Copies of all written responses shall be sent to the County's Project Manager within one (1) business day of mailing to the complainant.

## 8.6 COMPLIANCE WITH APPLICABLE LAW

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

8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate

in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and obtain reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

## 8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

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

### 8.8.1 **Jury Service Program**:

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

### 8.8.2 **Written Employee Jury Service Policy**:

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

with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

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

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion,

terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## 8.9 CONFLICT OF INTEREST

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

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

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

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

## 8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor

shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

## 8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

### 8.12.1 Responsible Contractor

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

### 8.12.2 Chapter 2.202 of the County Code

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

### 8.12.3 Non-responsible Contractor

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

County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 **Contractor Hearing Board**

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

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

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 the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

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

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

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

8.12.5 **Subcontractors of Contractor**

These terms shall also apply to Subcontractors of County Contractors.

## 8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

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

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

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

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, 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).

## 8.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

The Contractor's Project Manager or designee shall meet monthly or as requested by County with the County Contract Monitor and inspect the facility on any shift to ensure the quality of the landscape services being performed. A summary report of findings, including all deficiencies, will be prepared by the County and submitted to Contractor for remedial action. Contractor will provide Performance Monthly Inspection Report by the 15th of the following month and a copy will be provided to the County

Project Manager the report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

## 8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the 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 reimbursed by the Contractor by cash payment upon demand.

## 8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

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

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

## 8.18 FACSIMILE OR ELECTRONIC REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile or electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of “original” versions of such documents.

## 8.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor’s employees for which the County may be found jointly or solely liable.

## 8.20 FORCE MAJEURE

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

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

"subcontractor" and "subcontractors" mean subcontractors at any tier.

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

## 8.21 GOVERNING LAW, JURISDICTION, AND VENUE

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

## 8.22 INDEPENDENT CONTRACTOR STATUS

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

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

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

8.22.4 The Contractor shall adhere to the provisions stated in sub-paragraph 7.5 - Confidentiality.

## 8.23 INDEMNIFICATION

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

## 8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

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 Sections 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

### 8.24.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) 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.

- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

- 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.

- 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.

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

County of Los Angeles
Internal Services Department, Contracting Division
1100 North Eastern Avenue
Los Angeles, CA 90063

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 Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.2 **Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) 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. County and its Agents 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 and its Agents 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.

8.24.3 **Cancellation of Insurance 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.

8.24.4 **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.

8.24.5 **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.

8.24.6 **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.

8.24.7 **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.

8.24.8 **Sub-Contractor Insurance Coverage Requirements**

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.24.9 **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.

8.24.10 **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.

8.24.11 **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.

8.24.12 **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.

8.24.13 **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 and its Agents shall be designated as an Additional Covered Party under any approved program.

8.24.14 **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.

**8.25 INSURANCE COVERAGE**

8.25.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents 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 |

8.25.2 **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.

8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or 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.

## 8.26 LIQUIDATED DAMAGES

8.26.1 If, in the judgment of the Director of ISD, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director of ISD, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director of ISD, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If the Director of ISD, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Director of ISD, or his/her designee, deems are correctable by the Contractor over a certain time span, the Director of ISD, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director of ISD, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame.

The parties hereby agree that under the current circumstances a reasonable estimate of such damages as specified in the Performance Requirements Summary (PRS) Chart, defined in Exhibit A – Scope of Work, Exhibit 2, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.26.3 The action noted in sub-paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

## 8.27 MOST FAVORED PUBLIC ENTITY

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

## 8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

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

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

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

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

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

8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 when so requested by the County.

8.28.7 If the County finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the Contractor violates any of the anti discrimination provisions of this Contract, the County

shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

## 8.29 NON EXCLUSIVITY

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

## 8.30 NOTICE OF DELAYS

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

## 8.31 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the (Director of ISD), or designee shall resolve it.

## 8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

## 8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact

sheet is set forth in Exhibit I of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

## 8.34 NOTICES

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

## 8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

## 8.36 PUBLIC RECORDS ACT

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a

proposal marked “trade secret”, “confidential”, or “proprietary”, the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

## 8.37 PUBLICITY

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

- The Contractor shall develop all publicity material in a professional manner; and

- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County’s Project Director. The County shall not unreasonably withhold written consent.

8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this sub-paragraph 8.37 shall apply.

## 8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or 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 the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County’s written permission is given to dispose of

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

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

8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.38.4 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.

## 8.39 RECYCLED BOND PAPER

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

## 8.40 SUBCONTRACTING

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

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

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

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

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

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

8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

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

8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. Before any Subcontractor employee may perform any work hereunder, the Contractor shall ensure delivery of all such documents to:

Internal Services Department
Contracting Division, Contracts Section
1100 North Eastern Avenue, 1st Floor
Los Angeles, CA 90063

**8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to sub-paragraph 8.43 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

**8.42 TERMINATION FOR CONVENIENCE**

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

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

- Stop work under this Contract on the date and to the extent specified in such notice, and

- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with sub-paragraph 8.38, Record Retention and Inspection/Audit Settlement.

## 8.43 TERMINATION FOR DEFAULT

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

- Contractor has materially breached this Contract; or

- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

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

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in sub-paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs

for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.42 - Termination for Convenience.

8.43.5 The rights and remedies of the County provided in this sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## 8.44 TERMINATION FOR IMPROPER CONSIDERATION

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

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

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

## 8.45 TERMINATION FOR INSOLVENCY

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

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

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;

- The appointment of a Receiver or Trustee for the Contractor; or

- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this sub-paragraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## 8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

## 8.47 TERMINATION FOR NON APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this

Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

## 8.48 VALIDITY

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

## 8.49 WAIVER

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

## 8.50 WARRANTY AGAINST CONTINGENT FEES

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

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

## 8.51 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

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

### 8.52 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" 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.

## 9.0 UNIQUE TERMS AND CONDITIONS

### 9.1 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM

#### 9.1.1 Living Wage Program

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

#### 9.1.2 Payment of Living Wage Rates

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County, including, without limitation, "Travel Time" as defined below at subsection 5 of this Subparagraph 9.1.2 under the Contract:

    a. Not less than $11.84 per hour if, in addition to the per-hour wage, the Contractor contributes less than $2.20 per hour

towards the provision of bona fide health care benefits for its Employees and any dependents; or

b. Not less than $9.64 per hour if, in addition to the per-hour wage, the Contractor contributes at least $2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. The Contractor will be deemed to have contributed $2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Contract, the Contractor contributes less than $2.20 per hour towards the provision of bona fide health care benefits, the Contractor shall be required to pay its Employees the higher hourly living wage rate.

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

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

4. If the Contractor is not required to pay a living wage when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for an

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

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

### 9.1.3 Contractor's Submittal of Certified Monitoring Reports

The Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of the Contractor's current health care benefits plan, and the Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be

submitted on forms provided by the County (Exhibit K and Exhibit L), or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

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

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

9.1.5 **County Auditing of Contractor Records**

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

9.1.6 **Notifications to Employees**

The Contractor shall place County-provided living wage posters at each of the Contractor's places of business and locations where the Contractor's Employees are working. The Contractor shall also distribute County-provided notices to each of its Employees

at least once per year. The Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

9.1.7 **Enforcement and Remedies**

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

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

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

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

certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

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

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

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

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

liquidated damages from any payments otherwise due the Contractor.

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

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

### 9.1.8 Use of Full-Time Employees

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

### 9.1.9 Contractor Retaliation Prohibited

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

### 9.1.10 Contractor Standards

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

### 9.1.11 Employee Retention Rights

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

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

    b. Who has been employed by a Contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six months prior to the date of this new Contract, which predecessor contract was terminated by the County prior to its expiration; and

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

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

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

    b. Fails to meet any other County requirement for employees of a Contractor.

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

9.1.12 **Neutrality in Labor Relations**

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

## 9.2 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

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

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

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

9.2.4 If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

**9.3 CONTRACTOR'S OBLIGATIONS AS A NON-BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")**

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

Notwithstanding the foregoing, the parties acknowledge that, in the course of the provision of services hereunder, Contractor or its officers, employees, or agents, may have inadvertent access to patient medical records. Contractor understands and agrees that Contractor, its officers, employees, and agents shall not take advantage of such access for any purpose whatsoever. Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents shall maintain the confidentiality of any information obtained and shall immediately, or upon the first reasonable opportunity to do so, notify DPH management personnel that such access has been gained.

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

## 9.4 PROPOSER'S CHARITABLE CONTRIBUTIONS COMPLIANCE

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

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR: FAR EAST LANDSCAPE & MAINTENANCE, INC.

By _____
Name

President
Title

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

78000

ATTEST:

SACHI HAMAI

Executive Officer-Clerk
of the Board of Supervisors

By Lachelle Smitherman
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 Lachelle Smitherman
Deputy

APPROVED AS TO FORM:

John Krattli
County Counsel

By _____
Principal Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

14 AUG 06 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**EXHIBIT A**

# SCOPE OF WORK

# EXHIBIT A
# SCOPE OF WORK
# LANDSCAPE SERVICES

## TABLE OF CONTENTS


| PARAGRAPH | TITLE | PAGE |
|---|---|---|
| 1.0 | SCOPE OF WORK | 1 |
| 2.0 | HOURS AND DAYS OF SERVICE | 1 |
| 3.0 | GENERAL SERVICE REQUIREMENTS | 1 |
| 3.1 | Mowing | 1 |
| 3.2 | Edging/Detailing/Weed Control | 2 |
| 3.3 | Weed Control | 2 |
| 3.4 | Litter Control | 3 |
| 3.5 | Raking | 4 |
| 3.6 | Pruning of Trees, Hedges and Ground Cover | 4 |
| 3.7 | Watering | 7 |
| 3.8 | Irrigation System Maintenance | 8 |
| 3.9 | Disease/Insect Control | 10 |
| 3.10 | Rodent Control | 10 |
| 4.0 | SPECIALTY SERVICE REQUIREMENTS | 10 |
| 4.1 | Chemical Edging/Detailing | 10 |
| 4.2 | Trimming and Crowning of Trees | 11 |
| 4.3 | Aerification | 12 |
| 4.4 | Fertilization | 12 |
| 4.5 | Renovation/Vertical Mowing | 13 |
| 4.6 | Cultivating | 14 |
| 4.7 | Turf Reseeding/Restoration of Bare Areas | 14 |
| 5.0 | PLANT MATERIALS | 14 |
| 6.0 | USE OF CHEMICALS | 15 |
| 7.0 | WASTE REMOVAL | 15 |
| 8.0 | AS-NEEDED SERVICES | 16 |
| 9.0 | EMERGENCY SERVICES | 16 |

10.0 MAINTENANCE REPORTS ..... 17
11.0 CONTRACTOR RESPONSIBILITY ..... 17
11.1 Contractor Personnel ..... 17
11.2 Facility Work Requirements ..... 19
11.3 Training ..... 19
11.4 County required Meetings ..... 20
11.5 Contractor's Office ..... 20
12.0 COUNTY RESPONSIBILITIES ..... 21
13.0 MAINTENANCE SCHEDULES ..... 21
14.0 GREEN INITIATIVES ..... 21
15.0 ADDITION/DELETION OF FACILITIES/ADDITIONAL WORK ..... 22
16.0 QUALITY CONTROL ..... 22
17.0 QUALITY ASSURANCE PLAN ..... 22
17.1 Monthly Meetings ..... 22
17.2 Contract Discrepancy Report (CDR) ..... 23
17.3 County Observations ..... 23
17.4 Methods of Monitoring ..... 23
17.5 Unacceptable Performance ..... 23
18.0 PERFORMANCE REQUIREMENTS SUMMARY ..... 24

**EXHIBITS**

EXHIBIT 1 CONTRACT DISCREPANCY REPORT
EXHIBIT 2 PERFORMANCE REQUIREMENTS SUMMARY
EXHIBIT 3 LANDSCAPE MAINTENANCE CERTIFICATION

# 1.0 SCOPE OF WORK

Contractor shall provide landscape services to County facilities identified in the Pricing Sheets, Exhibit B, of the Contract by providing all labor, supervision, equipment, materials, safety gear and supplies necessary for Contractor's performance under this Contract. General landscape services include, but are not limited to lawn care, tree and shrub care, weed control, plant and flowerbed care, irrigation system maintenance and other related services including tree trimming, as indicated in paragraph 4.2 of this Exhibit A. Contractor shall perform all necessary maintenance tasks as required herein.

The landscaped areas shall be maintained at the frequencies identified in Section 3.0 Service Requirements – Ongoing Maintenance Tasks, of this Scope of Work (SOW). In the event of any conflict or inconsistency in the interpretation of "frequencies", the County Project Director shall resolve said conflict or inconsistency.

# 2.0. HOURS AND DAYS OF SERVICE

Contractor shall provide all landscape services required by the County in accordance with the hours and days of service identified in Exhibit C – Facility and Landscape Specification Sheets. Specific hours of operation may be determined by the County Project Manager.

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

# 3.0 GENERAL SERVICE REQUIREMENTS

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

## 3.1 Mowing

A. Frequency: Once per week (unless specified in writing by County Project Manager or designee).

B. Mowing operation shall be scheduled Monday through Friday unless otherwise directed by the County's Project Manager.

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

D. All equipment shall be adjusted to the proper cutting heights and shall be adequately sharpened. Mowing height shall be no less than 3/4 inch for all turf areas and no higher than 1 1/2 inches with one (1) inch considered acceptable. Mowing heights may vary for special events and conditions as determined by the County's Project Manager.

E. Walkways shall be cleaned immediately following each mowing. All grass clippings shall be collected and removed from the site immediately.

## 3.2 Edging/Detailing

A. Frequency: Edging - Every week.

B. All turf areas shall be kept neatly edged and all grass invasions eliminated.

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

D. All turf edges, including but not limited to, sidewalks, patios, driveways, curbs, shrub beds, flower beds, ground cover beds and around the base of trees shall be edged to a neat and uniform line.

E. The edge of turf shall be trimmed or limited around all sprinkler heads (to provide maximum water coverage), valve boxes, meter boxes, back flow devices and other obstacles.

F. Mechanical Edging

1. Mechanical edging of turf ground cover and/or fence lines shall be performed at each site every week after mowing.
2. Mechanical edging shall be completed as one operation in a manner that ensures a well-defined edge.
3. Walkways shall be cleaned immediately following each mechanical edging.

## 3.3 Weed Control

A. Frequency: Each visit.

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

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

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

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

1. Clearance - Edging where trees and shrubs occur in turf areas, all grass growth shall be limited to at least eighteen (18) inches from the trunk of trees and away from the drip line of shrubs by use of approved chemicals, manual, or mechanical devices.
2. Linear chemical edging of turf boundaries may be performed in a manner that ensures a defined turf edge and limits its encroachment into beds or across boundaries where it is impractical to edge mechanically. A twelve (12) inch barrier width shall be considered normal.
3. Detailing of sprinkler heads (to improve maximum water coverage), valve boxes, meter boxes, and similar small obstacles in turf areas may be performed in a manner that ensures operability, ease of location, or a clean appearance. A six (6) inch clearance shall be considered normal.

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

H. Remove all weeds and grass from walkways; curb and gutter expansion joints; fence/walk perimeter; roadways; driveways; parking lots; patios, drainage areas and around irrigation sprinkler heads and control valves.

I. Methods for removal of weeds, turf encroachment, and detailing shall incorporate chemical and/or mechanical means of eradication.

### 3.4 Litter Control

A. Frequency: Each visit.

B. Complete policing and litter pick-up to remove paper, glass, trash, cobwebs, undesirable materials, siltation and other accumulated debris within the landscape areas to be maintained including, but not

limited to, walkways, between and around planted areas, planters, drains, grates sidewalks, roadways and catch basins. Litter pick-up shall be completed each time landscape services are performed and as early as County's Projector Manager or his designee deems practical.

C. All litter and debris occurring as a result of Contractor's operations shall be removed from the landscaped area immediately following such operations.

D. Sweep all hardscape areas within the parameter of the facility. Check concrete areas and hardscape surfaces for cracks, crevices, and deterioration and report any unsafe conditions to the County Contract Monitor.

E. Wash all hardscape areas within the perimeter of the facility when necessary or at the direction of the County Program Manager.

## 3.5 Raking

A. Frequency: Each Visit.

B. Accumulation of leaves shall be removed from all landscaped areas including beds, planters, and turf areas under trees, sidewalks, and adjacent parking spaces. Remove debris from landscaped area immediately.

C. Use of hand held blowers will be allowed unless legal authority dictates otherwise. Facility location may dictate "no blowers".

## 3.6 Pruning of Trees, Hedges, and Ground Cover

A. Tree Pruning

1. Frequency: As-Needed
2. Tree pruning shall be performed with the intent of developing structurally sound trees, symmetrical appearance with the proper vertical and horizontal clearance. All dead and damaged branches and limbs shall be removed at the point of breaking.
3. All cuts shall be made sufficiently close, flush if possible, to the parent stem so that healing can readily start under normal conditions.
4. All limbs 1-1/2" or greater in diameter shall be undercut to prevent splitting.

5. All limbs shall be lowered to the ground using a method, which prevents damage to the remaining limbs.
6. All cuts exceeding 1/2" shall be treated with an appropriate tree heal compound.
7. All equipment utilized shall be clean, sharp, and expressively designed for tree pruning.
8. Climbing spurs shall not be used.
9. The initial step of pruning shall be the removal of all dead wood, weak, diseased, insect infested and damaged limbs.
10. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline.
11. Limbs should extend alternately from the trunk on 12" or 24" spacing.
12. All trees shall be thinned of smaller limbs to distribute the foliage evenly.
13. All trees shall be trimmed and shaped to provide a symmetrical appearance typical of the species.
14. All suckers and sprouts shall be cut flush with the trunk or limb.
15. No stubs will be permitted.
16. All structural weaknesses such as split crotch or limbs, diseased or decayed limbs, or severe damage shall be reported to County's Project Manager or his designee.
17. Special emphasis shall be placed upon public safety during pruning operations, particularly when adjacent to roadways.
18. All trimming and debris shall be removed and disposed off site at the end of each day's work.

B. Hedges

1. Frequency: As needed.
2. Prune shrubs to encourage healthy growth habits and for shape in order to retain their natural form and proportionate size.
3. Restrict growth of shrubbery to area behind curbs and walkways and within planter beds by trimming.
4. Under no circumstances shall hedge shears be used as a means of pruning.
5. Prune all plant materials where necessary to present or eliminate hazardous conditions to vehicles or pedestrians.
6. All cuts shall be made sufficiently close, flush if possible, to the parent stem so that healing can readily start under normal conditions.
7. All limbs one and one-half inches (1½") or greater in diameter shall be undercut to prevent splitting.

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

C. Ground Cover

1. Frequency: As needed.
2. All dead, diseased, and unsightly branches, vines or other growth shall be removed as they develop.
3. All ground cover areas shall be pruned to maintain a neat edge along planter box walls.
4. Any runners that start to climb building, shrubs, or trees shall be pruned out of these areas.
5. Flower beds: Any and all diseased plants are to be removed from all beds and then disposed properly. Broken, damaged, or unsightly flowers or plant parts are to be removed promptly.
6. Thinning of flower beds.
7. Pruning plant material for vehicular and pedestrian visibility and access, four (4) times per year or more often as needed dependent upon growth patterns of the plant spaces in question.

D. Damage to Shrubs, Trees, Turf or Ground Cover

1. All damage to shrubs, trees, turf or ground cover done by Contractor employees shall be repaired or replaced within five (5) working days.
2. All repairs or replacements shall be completed in accordance with the following maintenance practices:

   a) Trees - Minor damage such as bark lost from impact of mowing equipment shall be remedied by a qualified tree surgeon or arborist. If damage results in loss of tree, the damaged tree shall be removed and replaced to comply with the specified instructions of the County Project Manager.
   b) Shrubs - Minor damage may be corrected by appropriate pruning. Major damage shall be corrected by removal of the damaged shrub and replaced to comply with the provisions in the specifications.
   c) Chemicals - All damage resulting from chemical operation, either spray-drift or lateral leaching shall be corrected in accordance with the aforementioned maintenance practices and the soil conditioned to ensure its ability to support plant life.

d) Tree Replacement - All trees permanently damaged will be replaced at County's expense with the exception of those damaged or destroyed due to fault of Contractor or its employees. Replacement shall be with the identical species of tree existing previously, unless otherwise notified in writing by County's Project Manager or his designee. Size of the replacement shall be of like size not to exceed 24-inch box specimen container size. The need for replacement will be determined by County's Project Manager or his designee.

## 3.7 Watering

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

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

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

1. Adjusting and setting the automatic controller to establish frequency and length of watering period.
2. Consideration must be given to soil conditions, humidity, minimizing runoff, and the relationship of conditions, which affect day and night watering. This may include daytime watering during freezing weather to prevent icy conditions, manual operation of the irrigation system, and/or hand watering with portable sprinklers during periods of windy or inclement weather.
3. A soil probe shall be used to a depth of twelve (12) inches to determine the water penetration by random testing of the root zones.

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

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

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

G. New turf (up through the sixth mowing) shall be watered immediately after mowing.

H. All ground cover areas shall be watered as needed to maintain a healthy condition; care being taken not to over water in shady areas.

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

### 3.8 Irrigation System Maintenance

A. Contractor and County Contract Monitor will do an inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date. Contractor will submit a written report verifying working order of each irrigation system within five (5) days of inspection. County may require that the system be repaired to a satisfactory condition. Once repaired, the Contractor will be required to maintain the system in working condition. This requirement applies to all landscape sites added during the term of the contract.

B. After inspection with County staff, Contractor will be responsible for the irrigation system, beginning with the pressure lines from the point of the backflow device, and including lateral lines. Contractor is responsible for all repairs except those that exceed a cost of $500. Repairs exceeding a cost of $500 should be submitted to the County Project Manager for approval or handling. County is responsible for the back flow device.

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

1. In addition to repair and replacement, Contractor must:

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

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

E. In order to ensure the operability of the irrigation system, Contractor shall sequence controller(s) to each station manually to check the function of all facets of the irrigation system monthly and report any damage, malfunctioning equipment, and/or incorrect operation to the County's Project Manager or his designee. During the testing, Contractor shall:

   1. Adjust all sprinkler heads for correct coverage to prevent excessive runoff and/or erosion and to prevent the spread onto roadways, sidewalks, hard surface areas, and private property.
   2. Unplug clogged heads and flush lines monthly and after each repair. Unless otherwise specified on the specification sheets.
   3. All system malfunctions, damage, and obstructions shall be reported to County's Project Manager or designee and corrective action taken in a timely manner, not to exceed 48 hours after notification.

F. Contractor shall repair/replace malfunctioning quick couplers, manual or automatic valves, and sprinkler heads within one (1) watering cycle irrigation damage shall be repaired or replaced with same size, and quantity or substitutes approved by County Project Manager prior to installation.

G. Contractor shall respond to malfunctioning irrigation systems and equipment within two (2) hours of identification or following verbal notification. Extensive repair must be completed within thirty-six (36) hours unless otherwise authorized by Contract Program Director or designee.

H. Contractor shall control the irrigation system during inclement weather conditions and limit the use of water concurrent with the weather situation to the satisfaction of the County Project Manager or designee.

### 3.9 Disease/Insect Control

A. All landscaped areas shall be maintained free of disease and insects that could cause damage to plant materials including but not limited to trees, shrubs, ground cover and turf.

B. Contractor Project Manager or designee shall be notified immediately of any disease, insects, or unusual conditions that might develop.

C. A disease control program to prevent all common diseases from causing serious damage shall be provided on an as-needed basis. Disease control shall be achieved utilizing materials and rates recommended by a licensed Arborist.

D. An insect control program to prevent all common insects from causing damage shall be provided on an as-needed basis. Insect control shall be achieved utilizing materials and rates recommended by a licensed California Pest Control Adviser.

### 3.10 Rodent Control

All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems.

## 4.0 SPECIALTY SERVICE REQUIREMENTS

### 4.1 Chemical Edging/Detailing

A. Frequency: Once every two (2) months, April to September; once every three (3) months, October to March.

B. Chemical application may be used in and around areas such as planters, areas adjacent to buildings, trees, fence lines, sprinkler heads, etc. Prior to application of chemicals, all areas shall be trimmed to proper mowing heights. Chemicals shall be applied in a manner to limit drift to six (6) inches. Precautionary measures shall be employed since all areas will be open to the public during application.

C. Spot treat with a portable sprayer or wick wand using an effective herbicide approved by County's Project Director or his designee and applied per manufacturer's recommendation.

D. All work involving chemicals shall be provided as identified in Section 6.0 of SOW.

## 4.2 Trimming and Crowning of Trees

A. Trees

1. All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Trees should be trimmed to maintain a sufficient clearance from buildings, security cameras, and to minimize potential safety hazards. Palm trees shall be maintained in accordance with section 4.2, paragraph A, subparagraph 1(f) below.

    a) Contractor shall submit to County Project Manager a schedule of tree trimming services to occur during the first three years of contract term, within the first 90 days of implementation. County Project Manager may request adjustments to the schedule during the three-year term.
    b) Maintain trees to achieve a fourteen (14) foot vertical clearance for all branches within the landscaped areas and sixteen (16) foot vertical clearance for branches overhanging beyond curb line into the paved section of roadways. Trees should be trimmed away from roof, fence or obstacles and away from private property.
    c) All wounds one (1) inch in diameter or over shall be painted with asphaltic base tree paint immediately after pruning.
    d) Remove all new growth on trees up to the appropriate height clearances.
    e) Remove all dead, diseased, and unsightly branches and trees. Trees to be removed shall have a caliper of three (3) inches or less measured six (6) inches above the ground level.
    f) Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times.

B. Staking and Tying/Materials Used

1. Damaged trees shall be staked and tied within twenty-four (24) hours.
2. Replace missing or damaged stakes where the tree diameter is less than three (3) inches within five (5) days.
3. Stake in those cases where tree has been damaged and requires staking for support.

4. Stake new trees or recently planted trees that have not been previously staked.
5. Tree stakes, two (2) per tree, shall be pentachlorophenol treated lodge pole pine not less than eight (8) feet in length for five (5) gallon size trees; not less than ten (10) feet for fifteen (15) gallon size trees.
6. Guy wires where required and plant ties will be of pliable, zinc-coated, ten (10) gauge wire, two (2) per tree.
7. Hose for covering wire shall be either new or used garden hose at least one-half (l/2) inch in diameter (hose ties should allow for minimum of three (3) additional inches of clearance beyond the diameter of the branch or trunk being secured).
8. Stakes will not be placed closer than eight (8) inches from the trunk of the tree.
9. Stakes and ties will be placed so no chafing of bark occurs.

## 4.3 Aerification

A. Frequency: Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee.

B. Aerate all turf areas by using a device that removes cores to a depth of two (2) inches at no more than six (6) inch spacing.

C. Aerification may be required immediately after vertical (thatch removal) operation and just prior to over seeding and fertilization.

D. All cores shall be removed from the turf and disposed of off-site or thoroughly pulverized within twenty-four (24) hours after aerating.

## 4.4 Fertilization

A. Frequency: Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager.

B. All fertilization shall be approved by County Project Manager or designee prior to its application.

C. Application of fertilizer shall be done in sections, determined by the areas covered by each irrigation system.

D. All areas fertilized shall be thoroughly soaked immediately after fertilization.

E. All turf areas shall receive not less than one (l) pound of actual available nitrogen in a balance fertilizer form for each one thousand

(l,000) square feet of turf area. All fertilizer shall be inorganic and granular in form with an approximate ratio of 4-1-2.

F. Areas shall be fertilized utilizing ratios and mixtures per manufacturer's recommendation.

G. Apply fertilizer/micro-nutrient within the drip line to provide healthy color. Fertilizer shall be organic and granular in form without trace elements.

H. Apply fertilizer/micro-nutrient to provide a healthy color to all shrubs. Foliar feeding may be used if applicable.

I. Fertilizer should be organic and granular in form without trace elements.

J. Areas shall be fertilized utilizing ratios and mixtures recommended by the manufacturer.

### 4.5 Renovation/Vertical Mowing

A. Frequency: As requested by County at an agreed to additional cost.

B. Care shall be taken to avoid unnecessary or excessive injury to the turf grass. Contractor shall be responsible for turf damage.

C. Sweep or rake the dislodged thatch from the turf areas and remove from site.

D. Standard renovating or vertical mowing type equipment shall be used. Flail or mulching type equipment may be used where it is most beneficial to the lawn.

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

F. Renovate to the soil line and remove all excessive thatch in turf areas.

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

H. Areas to be over seeded will be seeded utilizing blends or mixtures at the rate of application recommended by County Project Manager.

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

### 4.6 Cultivating

A. Frequency: As needed.

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

### 4.7 Turf Reseeding/Restoration of Bare Areas

A. Frequency: As requested by County at an agreed additional cost.

B. Seed all damaged, vandalized, or bare areas to reestablish turf to an acceptable quality.

C. Areas to be seeded utilizing blends or mixtures at the rate application recommended by County Project Manager.

D. Stolonize bare areas with Adlayd Turf (Paspalum vaginatum) at the rate recommended by the County Project Manager.

## 5.0 PLANT MATERIALS

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

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

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

5.4 Where caliper or other dimensions of any plant material are omitted from the Plant List, it shall be understood that these plant materials shall be normal stock for type listed. They must be sturdy enough to stand safely without staking.

5.5 Plant materials shall be symmetrical, and/or typical for variety and species, and conform to measurements specified in the Plant List.

5.6 All plant materials must be provided from a licensed nursery and shall be subject to acceptance by the County Project Manager or designee.

5.7 Plant Materials Guarantee - All shrubs shall be guaranteed to live and remain in healthy condition from the date of planting by the Contractor.

## 6.0 USE OF CHEMICALS

6.1 All work involving the use of chemicals shall be in compliance with all federal, state, and local laws.

6.2 A listing of proposed chemicals, including commercial name, application rate and type of usage shall be submitted to County Project Manager or designee for approval at the commencement of the contract. No work shall begin until written approval of use is obtained from County Project Manager or designee.

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

6.4 Records of all operations stating dates, times, methods of applications, chemical formulations, applicator's names, and weather conditions shall be made and retained in accordance with Sub-paragraph 8.37, Record Retention And Inspection/Audit Settlement, of the Sample Contract.

6.5 All chemicals requiring a special permit for use must be registered with the County Agricultural Commissioner and a permit obtained with a copy to the County Project Director or designee.

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

6.7 Chemicals shall be applied when air currents are still; thus, preventing drift onto adjacent property and preventing any toxic exposure to persons whether or not they are in or near the area of application.

## 7.0 WASTE REMOVAL

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

7.2 Contractor shall be required to empty and reline trash receptacles as identified in Facility and Landscape Specification Sheets, Exhibit C of this Contract. Contractor is responsible for replacing trash liners in trash receptacles.

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

## 8.0 AS-NEEDED SERVICES

8.1 The County Project Manager or designee may authorize the Contractor to perform as-needed services, including, but not limited to, repairs and replacements as necessary, due to extraordinary incidents such as vandalism, acts of God, and third party negligence; or improvements in order to add new facilities or modifying existing facilities.

8.2 If the County Project Manager or designee determines that the required work resulting from vandalism, acts of God, or third party negligence can be performed by Contractor's staff, the County Project Manager or designee may temporarily modify the Contractor's work schedule in order to complete the as-needed services.

8.3 Prior to performing any as-needed services, the Contractor shall prepare and submit a written description of the work including an estimate of labor and materials to County Project Manager or designee. No as-needed services shall commence without prior written authorization by County Project Manager. Contractor shall be compensated at the labor rates identified in Exhibit B - Pricing Sheet(s).

8.4 All as-needed services shall commence on the established specified date and Contractor shall proceed diligently to complete said work within the time allotted. Contractor will not be compensated for services not authorized by County Project Manager or designee.

8.5 The County reserves the right to perform the services itself or assign the services to another Contractor.

## 9.0 EMERGENCY SERVICES

9.1 When a condition exists, which poses imminent danger or injury to the public or damage to property, Contractor shall contact the County’s Project Manager immediately upon discovery and obtain approval by County’s Project Manager prior to starting work. A written estimate shall be sent within a reasonable timeframe after completion of the emergency services.

9.2 Contractor shall bill for emergency services on a separate invoice from its monthly invoice in the month immediately after completion of the emergency services.

9.3 Contractor shall respond immediately to calls for all emergency services requests and be at the site within two (2) hours of notification by County, on any day, at any time.

9.4 Contractor shall not perform any emergency services without prior approval of Contract Manager.

## 10.0 MAINTENANCE REPORTS

10.1 Contractor shall submit with monthly invoice, a report indicating the maintenance operations described in this SOW are completed when any of the services are performed. This report shall include, at a minimum, the following information:

A. Quantity and complete description of **all** commercial and organic fertilizer(s) used.
B. Quantity and label description of **all** grass seed used.
C. Quantity and complete description of **all** soil amendments used.
D. A valid licensed Agricultural Pest Control Advisor's recommendation and copies of corresponding pesticide use necessary to perform the services described herein.

10.2 Contractor shall submit quarterly irrigation inspection reports to the County Project Manager or designee not later than the tenth day of the month following the end of a quarter.

## 11.0 CONTRACTOR RESPONSIBILITY

### 11.1 Contractor Personnel

A. Contractor shall assign a sufficient number of employees to perform the required services at County Facilities identified in Exhibit C, Facility and Landscape Specification Sheets.

B. Principal Landscaper

1. Contractor shall designate (1) one employee as principal landscaper with full responsibility for directing the entire crew on his/her shift.
2. Each principal landscaper shall be authorized to act for Contractor in every detail and must speak and understand English.

C. Contractor Supervisor

1. Contractor shall provide a thoroughly trained Supervisor or Lead Person who is knowledgeable in all aspects of the County's landscape services.
2. Supervisor or Lead Person shall visit Facilities during and after working shifts.
3. Supervisor or Lead Person must be available to County by cell phone or pager during all working shifts, 365 days per year, 24 hours a day.
4. The Supervisor or Lead Person must be able to effectively communicate in English, both orally and in writing.
5. Supervisor or Lead Person shall have access to Contractor's Project Manager during all hours of shift coverage, 365 days per year.

D. Arborist

Contractor shall provide or have access to a licensed arborist to inspect trees and provide written reports to County at County's request.

E. Contractor shall notify County's Contract Monitor , District Manager, and Contract manager when contract personnel assigned to the Contract are out on a scheduled or unscheduled absence or has terminated employment. Contractor is to provide the name of the substitute employee. Contractor shall ensure substitute employee obtains a County Identification (ID) badge prior to providing services.

F. All services requiring licenses and/or certifications will be performed by properly trained, licensed and certified personnel.

G. Contractor shall provide and require every employee to wear an appropriate uniform with the company identification at all times. County shall approve uniforms prior to contract start date.

H. Contractor shall require every on-duty employee to wear a visible photo identification badge issued by the County. Such badge shall be displayed on employee's person at all times he/she is on County designated property.

## 11.2 Facility Work Requirements

A. Contractor shall maintain a current and valid California-issued Contractor Classification C-27 and pest control business license throughout the duration of the entire term of the Contract.

B. Contractor recognizes that during the course of this contract, County personnel and/or other Contractors may conduct other activities and operations. These activities may include, but not be limited to, landscape refurbishment, modification or repair, construction and/or storm related operations. Contractor may be required to modify or curtail certain tasks and operations and shall promptly comply with any request by the County Project Manager.

C. Contractor shall perform a weekly maintenance inspection during daylight hours of all areas within the landscaped area. Such inspection shall be both visual and operational. It shall include operation of all irrigation systems checking for proper condition and reliability. Contractor shall take immediate steps to correct any observed irregularities, and submit a written report regarding such circumstances to the County Contract Monitor and County Project Manager.

D. The purchase of all materials, supplies, vehicles, and equipment necessary to provide the required services is the responsibility of the Contractor. Contractor certifies that all furnished landscape supplies are not harmful to the plants, trees and surfaces being serviced. Contractor shall use materials and equipment that are safe for the environment and safe for use by Contractor employees. All materials and supplies are subject to County approval.

**11.3 Training**

A. Contractor shall provide training programs for all new employees and continuing in-service training for all employees, including, but not limited to visual aids, dealing with the diverse maintenance needs of a facility. Contractor must provide County Project Manager with a summary of course material and training schedules for its employees upon request.

B. Contractor personnel shall be trained in their assigned tasks and in safety in the work place. All Contractor personnel must work in accordance with Federal, State, and local statutes and directives. Contractor must comply with and maintain the Injury and Illness Prevention Program (IIPP) standards and records in accordance with Federal and State OSHA requirements. Contractor shall provide proof of training and IIPP records upon County request.

C. Contractor is responsible for ensuring that personnel are kept current and properly trained on all appropriate technologies, both existing and new.

D. Contractor shall ensure that personnel be trained to render a high degree of courteous and efficient service. Contractor shall control the conduct, demeanor and appearance of all its officers, agents and employees and representatives.

### 11.4 County Required Meetings

A. Contractor's Project Manager or Supervisor shall meet with County's Project Manager or designee monthly or as determined by County to evaluate landscape and related services. Contractor's representative must be familiar with all facilities included in the contract and be able to address issues related to Contractor's services. Contractor and County will then mutually determine a corrective course of action and timeframe to remedy any problems found.

B. Contractor's Project Manager or designee shall be available to attend all daytime landscape services orientations with County Facility Managers. This shall include new facilities that are added to Contractor's services.

### 11.5 Contractor's Office

Contractor shall maintain an office, within the County of Los Angeles, with a telephone in the firm name by which the Contractor conducts business. The office shall be staffed during normal business hours by at least one employee who can respond to inquiries and complaints, which may be received about the Contractor's performance of the Contract work. Contractor shall ensure County can access Contractor when the office is closed, by maintaining an answering service, and/or equipping the designated employee with a cellular phone and/or a pager to receive calls regarding the Contractor's performance of the Contract work. The Contractor shall answer calls received by the answering service, cellular phone, or pager within two (2) hours of receipt of the call**.** Failure to respond within the two-hour time frame will be cause for assessment in accordance with the Procurement Requirements Summary (PRS).

## 12.0 COUNTY RESPONSIBILITIES

### 12.1 Furnished Items

County may provide storage facilities for Contractor's use, as determined by County. In the event said facilities are provided, Contractor's use thereof shall be only for the purpose of storing equipment and materials required for maintenance. Contractor is prohibited from use of said storage facilities or any other County property for the conduct of his/her business interests that

are not directly related to, or required by the contract. Contractor assumes all risks of loss and damage to materials and equipment stored.

12.2 County does not anticipate assigning any County employee to Contractor on a full time basis. County personnel will be made available to the Contractor at the County Project Manager's discretion, to answer questions and provide a necessary liaison between Contractor and County. County will provide all utilities, including gas, electricity, and water for on-site facilities. County will provide no utilities or phones to Contractor if off-site facilities are used.

## 13.0 MAINTENANCE SCHEDULES

13.1 Contractor shall submit a work schedule for each facility to the County Project Manager within ten (10) days prior to start of Contract. Thereafter, work schedules shall be set on by January of each year identifying all the required on-going maintenance tasks and frequencies of work. The schedules shall delineate the time frames for the maintenance function by day of the week, morning, and afternoon.

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

13.3 Contractor shall provide any specialty type maintenance that is a result of poor workmanship by Contractor, to bring landscaped areas up to the level of well-manicured and clean, at Contractor's expense as determined by County.

## 14.0 GREEN INITIATIVES

Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits. In using the County's Facilities, the Contractor will develop and adhere to an energy conservation plan that is consistent with County policy. Contractor shall notify County's Project Manager of Contractor's new green initiatives prior to the contract commencement.

## 15.0 ADDITION/DELETION OF FACILITIES/ADDITIONAL WORK

County reserves the right to add or delete Facilities, adjust staffing requirements and/or Facility operating hours during the Contract Term. All changes must be made in accordance with the Contract, Paragraph 8, Standard Terms and Conditions, Amendments, Sub-paragraph 8.1 Amendments.

Any additional work as a result of Addition/Deletion of facilities shall be billed at the rates submitted for additional services in Exhibit B, Pricing Sheets.

## 16.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The plan shall be submitted to the County's Project Manager for review within five (5) working days of the start of the contract. The plan shall include the following:

16.1 Method of monitoring to ensure that Contract requirements are being met.

16.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County Project Manager on a monthly basis.

16.3 Methods of continuing to ensure services to the County in the event of a strike by the Contractor's employees.

## 17.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in Contract, Paragraph 8, Terms and Conditions, Sub-Paragraph 8.15, County's Quality Assurance Plan.

### 17.1 Monthly Meetings

Contractor is required to attend (Monthly) meetings with County Project Manager and/or designees. Contractor may be required to attend additional meetings to discuss service level deficiencies or contract issues within 24-hour notice.

### 17.2 Contract Discrepancy Report (CDR)

Verbal Notification of a Contract discrepancy will be made to the Contractor's Project Manager as soon as possible whenever a Contract discrepancy is identified. The problem will be resolved within a time period established by County.

The verbal notification may be followed with a formal CDR, as provided in Exhibit 1, at the discretion of the County's Contract Project Manager. The CDR will indicate the contract discrepancy, the Contractor's response and the correction due date for each discrepancy noted.

Upon receipt of the CDR, the Contractor is required to respond in writing to the County's Project Manager or designee within 24 hours, acknowledging the reported discrepancies or presenting contrary information. If Additional time will be required to complete the correction(s), this must also be indicated in the response. Approval of any additional time for completions will be at the County's discretion.

### 17.3 County Observations

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

### 17.4 Methods of Monitoring

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

- Sampling
- One hundred percent (100%) inspection of output items on a periodic basis (daily, weekly, monthly, etc.) using Exhibit 3, Landscape Maintenance Certification as determined necessary to assure a sufficient evaluation of Contractor performance.
- Customer complaints or public complaints.

### 17.5 Unacceptable Performance

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

- When the County Contract Monitor determines that the performance is unacceptable, the County Contract Monitor shall notify Contractor of the discrepancy.
- Contractor must correct the problem within the time frame directed by the County Contract Monitor.
- The County Contract Monitor will perform a follow-up inspection and will evaluate Contractor's corrective action.
- If the problem has not been corrected, the County Contract Monitor will prepare a CDR with the deadline for completion. Failure to respond to CDR may result in an assessment for non-compliance as set forth in this.
- County Project Manager determines assessment, if any. And assessment letter will be sent to the Contractor.

## 18.0 PERFORMANCE REQUIREMENTS SUMMARY

All listings of services used in Exhibit 2 – Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the SOW, and not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any services seems to be created in the PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on the Contractor.

When the Contractor's performance does not conform to the requirements of this Contract, the County will have the option to apply the following non-performance remedies:

- Require Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to the acceptable level and monitoring methods to prevent recurrence.
- Reduce payment to Contractor by a computed amount based on the damage fee(s) in the PRS Chart.
- Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within five (5) days shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said services(s), as determined by the County, shall be credited to the County on the Contractor's future invoices.

This section does not preclude the County's right to terminate the contract upon ten (10) days written notice with or without cause, as provided for in Contract, Paragraph 8, Terms and Conditions, Sub-paragraph 8.42, Termination for Convenience.

EXHIBIT 1

## CUSTODIAL SERVICES DIVISION

# CONTRACT DISCREPANCY REPORT

**CONTRACTOR RESPONSE DUE WITHIN 24 HOURS**

| | | | |
|---|---|---|---|
| **Facility Name:** | **Address:** | | **Date of Inspection:** |
| **Contractor:** | **Contract No.** | **Contract Monitor:** | **CSD Dist #** |
| **Contact Person:** | **Telephone: ( ) -** | **District Manager Signature:** | |
| **Report Transmitted to Fax #: ( ) -** | | **Fax: ( ) -** | |

A contract discrepancy(s) is specified below. The contractor will take corrective action and respond back to ISD Custodial Division Contact Person identified above by the date required. Failure to take corrective action or respond to this Contract Discrepancy Report by the date specified may result in the deduction of damages.

| No. | Contract Discrepancy | Contractor's Response | County Use Only | |
|---|---|---|---|---|
| | | | Date Correction Due | Date Completed |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |

*Contractor's Representative Signature* *Date Signed*

| **Additional Comments:** |
|---|
| |
| |

# PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

| REFERENCE/ REQUIRED SERVICE | STANDARD OF PERFORMANCE | MONITORING METHOD | DEDUCTIONS/FEES TO BE ASSESSED |
|---|---|---|---|
| Contract: Paragraph 5.5.4 Invoice and Payments, submission of Invoices. | Monthly Invoices are received and approved by the County by the 15th calendar day of the month following the month of services | Invoices are received in County office by the due date. | $100 per occurrence |
| Contract: Paragraph 5.5.4 Invoice and Payments, submission of Invoices. | Invoices for as needed and/or additional work are received and approved by the County within 30 days of the date service is performed. | Invoices are received in County office by the due date. | $100 per occurrence |
| Contract: Paragraph 7. 2 Approval of Contractor's Staff | County's approval of staff. | Inspection and Observation | $50 per occurrence |
| Contact: Paragraph 7.4.1 Background and Security Investigations | Contractor's staff must pass background checks. Fees at expense of Contractor. | Inspection and Observation | $50 per occurrence |
| Contact: Paragraph 7.4.2 & 7.4.3 Background and Security Investigations | Contractor's staff not passing background checks are not to work at County facilities and shall be removed from County facilities. | Inspection and Observation | $50 per occurrence |
| Contract: Paragraphs 8.24 & 8.25 General Insurance Requirements | Compliance with Contract Insurance Requirements | Receipt of document | $100 per occurrence; possible termination for default of contract. |
| Contract: Paragraph 8.34 Notices | Contractor to submit notices of changes in personnel to County. | Receipt of document | $50 per occurrence |
| Contract: Paragraph 8.38 Record Retention & Inspection/Audit Settlement | Contractor to maintain all required documents as specified in Sub-paragraph 8.37. | Inspection of files | $100 per occurrence; possible termination for default of contract. |
| Contract: Paragraph 8.40 Subcontracting | Contractor shall obtain County's written approval prior to subcontracting any work. | Inspection & Observation | $100 per occurrence; possible termination for default of contract |
| Contract: Paragraph 9.1 Contractor's Compliance with Living Wage | Contractor to be in compliance with County's Living Wage Program. | Inspection & Observation | $100 per occurrence; possible termination for default of contract. |

## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

| REFERENCE/ REQUIRED SERVICE | STANDARD OF PERFORMANCE | MONITORING METHOD | DEDUCTIONS/FEES TO BE ASSESSED |
|---|---|---|---|
| SOW Section 3.1 Mowing | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 3.2 Edging/Detailing/ Weed Control | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 3.3 Weed Control | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 3.4 Litter Control | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 3.5 Raking | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 3.6 Pruning of Trees, Hedges and Ground Cover | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 3.7 Watering | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 3.8 Irrigation System Maintenance | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 3.9 Disease/Insect Control | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 3.10 Rodent Control | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 4.1 Chemical Edging/Detailing | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 4.2 Trimming and Crowning of Trees | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |

## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

| REFERENCE/ REQUIRED SERVICE | STANDARD OF PERFORMANCE | MONITORING METHOD | DEDUCTIONS/FEES TO BE ASSESSED |
|---|---|---|---|
| SOW Section 4.3 Aerification | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 4.4 Fertilization | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 4.5 Renovation/Vertical Mowing | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 4.6 Cultivating | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 4.7 Turf Reseeding/Restoration of Bare Areas | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 5.0 Plant Materials | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 7.0 Waste Removal | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 9.0 Emergency Services Requests | 100% Contractor response within 2 hours of notification by County. | Observation of Response | $50 per occurrence |
| SOW Section 10.0 Maintenance Reports | 100 % Completion of Required Services | Acceptance and Inspection of Reports | $50 per occurrence |
| SOW Section 11.1.B Contractor Personnel | Provide Principal Landscaper/must read, speak and understand English. | Inspection & Observation | $50 per occurrence |
| SOW Section 11.1.C. Contractor Supervisor | Provide a Supervisor accessible all hours 365 days/year. Must read, speak and understand English. Notify County of Changes to Project Manager. | Inspection and Observation | $50 per occurrence |

## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

| REFERENCE/ REQUIRED SERVICE | STANDARD OF PERFORMANCE | MONITORING METHOD | DEDUCTIONS/FEES TO BE ASSESSED |
|---|---|---|---|
| SOW Section 11.1.G Uniforms | Contractor to ensure all employees wear approved uniforms and County issued ID badges. | Inspection and Observation | $50 per occurrence |
| SOW Section 11.3 Training | Provide Training Programs for new employees. | Provide copies of Programs upon County request | $50 per occurrence |
| SOW Section 11.4 County required meetings | Contractor attendance at all monthly or as required County meetings. | Observation of Attendance | $50 per occurrence |
| SOW 11.5 Contractor Office. | Contractor to maintain office in Los Angeles County. Must be staffed 8-5 Monday-Friday. When closed, must have answering service, cellular phones or pager to respond to County calls within 2 hours. | Inspection and Observation | $50 per occurrence |

**EXHIBIT 3**

## LANDSCAPE MAINTENANCE CERTIFICATION

I (We) hereby certify under penalty of perjury that the work within the facilities specified under the provisions of County Contract No. _____ has been performed in accordance with the specifications of said Contract for the month of _____, 20_____, and that:

| | | Yes | No | Initial |
|---|---|---|---|---|
| 1. | Not less than the living wages, as determined by the LA County Living Wage Ordinance, have been paid to personnel employed to do this work. | ____ | ____ | ____ |
| 2. | All On-Going Maintenance tasks have been completed as provided for in the Scope or Work and Specifications. | ____ | ____ | ____ |
| 3. | Irrigation systems have been checked for operability and that the following are functioning properly: | | | |
| | a) Irrigation lines | ____ | ____ | ____ |
| | b) Valves | ____ | ____ | ____ |
| | c) Sprinkler heads | ____ | ____ | ____ |
| | d) Controllers | ____ | ____ | ____ |
| 4. | Has spraying and/or use of chemicals occurred? ☐ Yes ☐ No<br>If yes: | | | |
| | a) Have copies of the Pest Control Agent's written recommendations been sent to the County Contract Monitor? | ____ | ____ | ____ |
| | b) Have copies of the Pesticide Use Report been sent to the County Contract Monitor? | ____ | ____ | ____ |
| | c) Have Copies of restricted use permits been sent to the County Contract Monitor? | ____ | ____ | ____ |
| 5. | Have specialty type maintenance services been requested? ☐ Yes ☐ No<br>If yes: | | | |
| | a) Has County Contract Monitor been notified in writing? | ____ | ____ | ____ |
| | b) Has quantity and complete description of materials used been sent to County Contract Monitor? (if applicable) | ____ | ____ | ____ |
| 6. | Has the work schedule provided changed? ☐ Yes ☐ No<br>If yes: | | | |
| | a) Has the County Contract Monitor been notified? | ____ | ____ | ____ |

7. COMMENTS

_____

_____

_____

_____ _____

Company Authorized Representative Date

**EXHIBIT B**

# PRICING SHEET

**EXHIBIT B**

**FAR EAST LANDSCAPE MAINTENANCE, INC.**
**PRICING SHEET**
**REGION 2**

| BIS No. | FACILITY | DEPARTMENT | ADDRESS | CITY | MONTHLY COST |
|---|---|---|---|---|---|
| 00780 | 1 | Children and Family Services/McLaren Hall | 4024 N. Durfee Ave. | El Monte | $1,200.00 |
| 05582 | 2 | Public Works | 16005 E. Central Ave | La Puente | $450.00 |
| 03810 | 3 | Public Health/Pomona Public Health Center | 750 S. Park Ave. | Pomona | $440.00 |
| 10773 | 4 | Public Works/Fair Plex Park and Ride | 1819 Gillette Rd. | Pomona | $415.00 |
| 10851 | 5 | Public Social Services/Auto Park | 2040 W. Hold Ave. | Pomona | $590.00 |
| 10772 | 6 | Public Works/Via Verde Park and Ride | 21302 Via Verde Rd. | San Dimas | $230.00 |
| 10293 | 7 | Treasurer and Tax Collector/Office of Warehouse | 16610 Chestnut St. | City of Industr | $1,000.00 |
| 10164 | 8 | Community & Senior Services/Community & Senior Services Citizens Service Center | 1441 Santa Anita Ave. | South El Monte | $580.00 |
| | | | | **TOTAL** | **$4,905.00** |

| **ADDITIONAL SERVICES*** | |
|---|---|
| **SERVICE** | **RATE ($)** |
| Facility Additions - Staffing | $ 70 per Hr. |
| Landscape Laborer (Hourly Rate) | $ 60 per Hr. |
| Principal Landscaper (Hourly Rate) | $ 70 Per Hr. |
| Supervisor (Hourly Rate) | $ 80 per Hr. |

* These rates shall be fully burdened.

EXHIBIT C

# FACILITY AND LANDSCAPE SPECIFICATION SHEETS

| **Region 2 Facility No. 1** | |
|---|---|
| **Department/Facility** | Children & Family Services/McLaren Hall |
| **Address** | 4024 N. Durfee Ave., El Monte, CA 91732 |
| **Days/Hours of Operation** | Bi-Weekly: All work to be done during daylight hours |

| Description | Required Maintenance |
|---|---|
| Number of Trees | 186 |
| Number of Palm Trees | 1 |
| Number of Planters | 20 |
| Shrubs | Yes |
| Hedges | Yes |
| Grass | Yes |
| Irrigation System | Yes |

| General Service Requirements | Frequency |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Bi-Weekly |
| 3.4 Litter Control | Bi-Weekly |
| 3.5 Raking | Bi-Weekly |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| Hand watering is required in some areas at this site. |

FOS District #: _____
Contract Monitor: _____

| **Region 2 Facility No. 2** | |
|---|---|
| **Department/Facility** | Public Works/La Puente District Office |
| **Address** | 16005 E. Central Ave., La Puente, CA 91744 |
| **Days/Hours of Operation** | Weekly: All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 10 |
| Number of Palm Trees | 3 |
| Number of Planters | 4 |
| Shrubs | Yes |
| Hedges | Yes |
| Grass | Yes |
| Irrigation System | Yes |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Weekly |
| 3.4 Litter Control | Weekly |
| 3.5 Raking | Weekly |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| |

FOS District #: _____
Contract Monitor: _____

| **Region 2 Facility No. 3** | |
|---|---|
| **Department/Facility** | Public Health/Pomona Public Health Center |
| **Address** | 750 S. Park Ave., Pomona, CA 91766 |
| **Days/Hours of Operation** | Weekly: All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 36 |
| Number of Palm Trees | 0 |
| Number of Planters | 0 |
| Shrubs | Yes |
| Hedges | Yes |
| Grass | No |
| Irrigation System | Yes |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Weekly |
| 3.4 Litter Control | Weekly |
| 3.5 Raking | Weekly |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| Hand watering is required at this site. |

FOS District #: _____
Contract Monitor: _____

| **Region 2 Facility No. 4** | |
|---|---|
| **Department/Facility** | Public Works/Fair Plex Park & Ride |
| **Address** | 1819 Gillette Rd., Pomona, CA 91768 |
| **Days/Hours of Operation** | Weekly: All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 14 |
| Number of Palm Trees | 0 |
| Number of Planters | 5 |
| Shrubs | Yes |
| Hedges | Yes |
| Grass | No |
| Irrigation System | Yes |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Weekly |
| 3.4 Litter Control | Weekly |
| 3.5 Raking | Weekly |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| Landscape areas at this facility have expanded with additional planters, trees, shrubs, and a new sprinkler system. The level of maintenance services has been increased. |

FOS District #: _____
Contract Monitor: _____

| **Region 2 Facility No. 5** | |
|---|---|
| **Department/Facility** | Public Social Services/Auto Park |
| **Address** | 2040 W. Holt Ave., Pomona, CA 91768 |
| **Days/Hours of Operation** | Weekly: All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 22 |
| Number of Palm Trees | 1 |
| Number of Planters | 14 |
| Shrubs | Yes |
| Hedges | Yes |
| Grass | Yes |
| Irrigation System | Yes |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Weekly |
| 3.4 Litter Control | Weekly |
| 3.5 Raking | Weekly |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| |

FOS District #: _____
Contract Monitor: _____

| **Region 2 Facility No. 6** | |
|---|---|
| **Department/Facility** | Public Works/Via Verde Park & Ride |
| **Address** | 21302 Via Verde Rd., San Dimas, CA 91724 |
| **Days/Hours of Operation** | Weekly: All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 25 |
| Number of Palm Trees | 1 |
| Number of Planters | 3 |
| Shrubs | Yes |
| Hedges | No |
| Grass | No |
| Irrigation System | Yes |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Weekly |
| 3.4 Litter Control | Weekly |
| 3.5 Raking | Weekly |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | as-needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| |

FOS District #: _____
Contract Monitor: _____

| **Region 2 Facility No. 7** | |
|---|---|
| **Department/Facility** | Treasurer and Tax Collector/Office and Warehouse |
| **Address** | 16610 Chestnut St., City of Industry, CA 91748 |
| **Days/Hours of Operation** | Weekly: All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 11 |
| Number of Palm Trees | 9 |
| Number of Planters | 4 |
| Shrubs | Yes |
| Hedges | Yes |
| Grass | Yes |
| Irrigation System | No |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Weekly |
| 3.4 Litter Control | Weekly |
| 3.5 Raking | Weekly |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| Irrigation system does not work. Hand watering is required at this site. |

FOS District #: _____
Contract Monitor: _____

| **Region 2 Facility No. 8** | |
|---|---|
| **Department/Facility** | Community & Senior Services/Community & Senior Citizens Service Center |
| **Address** | 1441 Santa Anita Ave., South El Monte, CA 91733 |
| **Days/Hours of Operation** | Twice a week: All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 17 |
| Number of Palm Trees | 5 |
| Number of Planters | 6 |
| Shrubs | Yes |
| Hedges | Yes |
| Grass | Yes |
| Irrigation System | Yes |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Twice a week |
| 3.4 Litter Control | Twice a week |
| 3.5 Raking | Twice a week |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| |

FOS District #: _____
Contract Monitor: _____

# CONTRACTOR'S EEO CERTIFICATION

Far East Landscape & Maintenance Inc.
Contractor Name

P. O Box 950351 Mission hills Ca. 91395
Address

26-1409381
Internal Revenue Service Employer Identification Number

## GENERAL CERTIFICATION

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

| CONTRACTOR'S SPECIFIC CERTIFICATIONS | YES | NO |
|---|---|---|
| 1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | X | |
| 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. | X | |
| 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | x | |
| 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | X | |

Tony Moon President
Authorized Official's Printed Name and Title

Authorized Official's Signature

06/12/13
Date

# COUNTY'S ADMINISTRATION

CONTRACT NO. _____

**COUNTY PROJECT DIRECTOR:**

| | |
|---|---|
| Name: | Yolanda Young |
| Title: | Division Manager |
| Address: | 1100 N Eastern Ave |
| | Los Angeles, CA 90063 |
| Telephone: | (323) 267-3101 |
| Facsimile: | (323) 415-8664 |
| E-mail Address: | yyoung@isd.lacounty.gov |

**COUNTY PROJECT MANAGER (CPM):**

| | |
|---|---|
| Name: | Laura Lambertson |
| Title: | Division Manager |
| Address: | 1100 N. Eastern Avenue |
| | Los Angeles, CA 90063 |
| Telephone: | (323) 267-3100 |
| Facsimile: | (323) 881-0132 |
| E-mail Address: | llambertson@isd.lacounty.gov |

**COUNTY CONTRACT MONITORS:**

| | |
|---|---|
| Name: | Various |
| Title: | Facilities Contract Monitors |
| Address: | 1100 N. Eastern Avenue |
| | Los Angeles, CA 90063 |
| Telephone: | Varies |
| Facsimile: | Varies |
| E-mail Address: | N/A |

# CONTRACTOR'S ADMINISTRATION

Far East Landscape & Maintenance inc.
CONTRACTOR'S NAME

CONTRACT NO. _____

**CONTRACTOR'S PROJECT DIRECTOR:**

Name: Tony Moon
Title: President
Address: 27118 Colebrook Pl., Valencia Ca. 91354

Telephone: 1-818-402-8411
Facsimile:
E-mail Address: fareastmoon1@yahoo.com

**CONTRACTOR'S AUTHORIZED OFFICIALS:**

Name: Tony Moon
Title: Secretary
Address: 27118 Colebrook Pl., Valencia Ca. 91354

Telephone: 1-818-402-8411
Facsimile: 1-661-297-6282
E-mail Address:

Name: Tony Moon
Title: Vice_President
Address: 27118 Colebrook Pl., Valencia CA. 91354

Telephone: 1-818-402-8411
Facsimile:
E-mail Address: fareastmoon1@yahoo.com

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

Name: Tony Moon
Title: President
Address: P O Box 950351 Mission Hills, CA, 91395

Telephone: 1-661-297-0918
Facsimile:
E-mail Address: fareastmoon1@yahoo.com

# CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name Far East Landscape & Maintenance Inc. Contract No. _____

GENERAL INFORMATION:
The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:
Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:
Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: 06 / 12 / 13

PRINTED NAME: Tony Moon

POSITION: President

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

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

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

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

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

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

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

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

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

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

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

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)
2.203.050 Other Provisions.

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

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.060 Enforcement and Remedies.**

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

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

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.070. Exceptions.**

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

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,

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

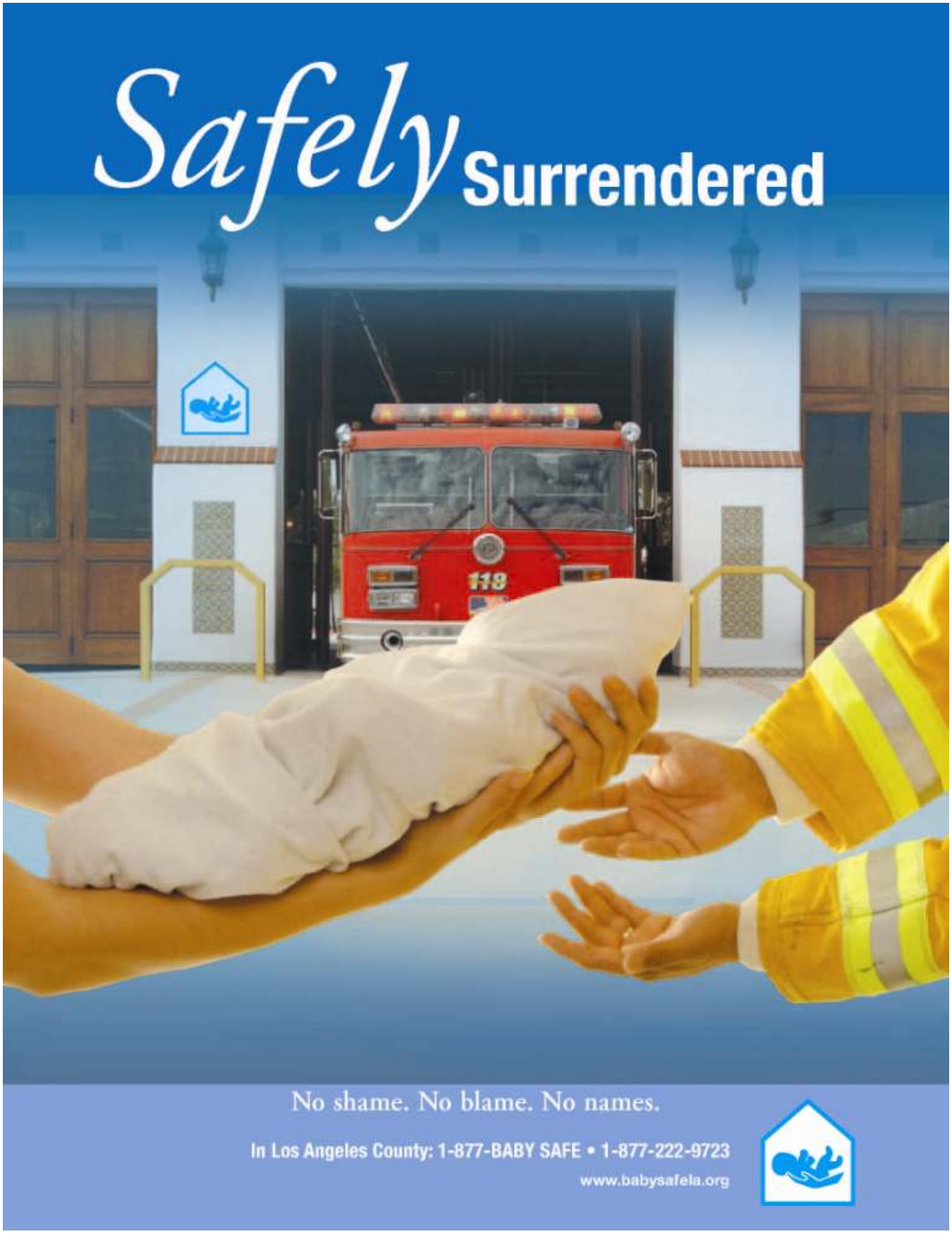
3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

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

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)


Safely Surrendered
119
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

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

# *Safely* Surrendered *Baby Law*

## What is the Safely Surrendered Baby Law?

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

## How does it work?

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

## What if a parent wants the baby back?

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

## Can only a parent bring in the baby?

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

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

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

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

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

## What happens to the baby?

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

## What happens to the parent or surrendering adult?

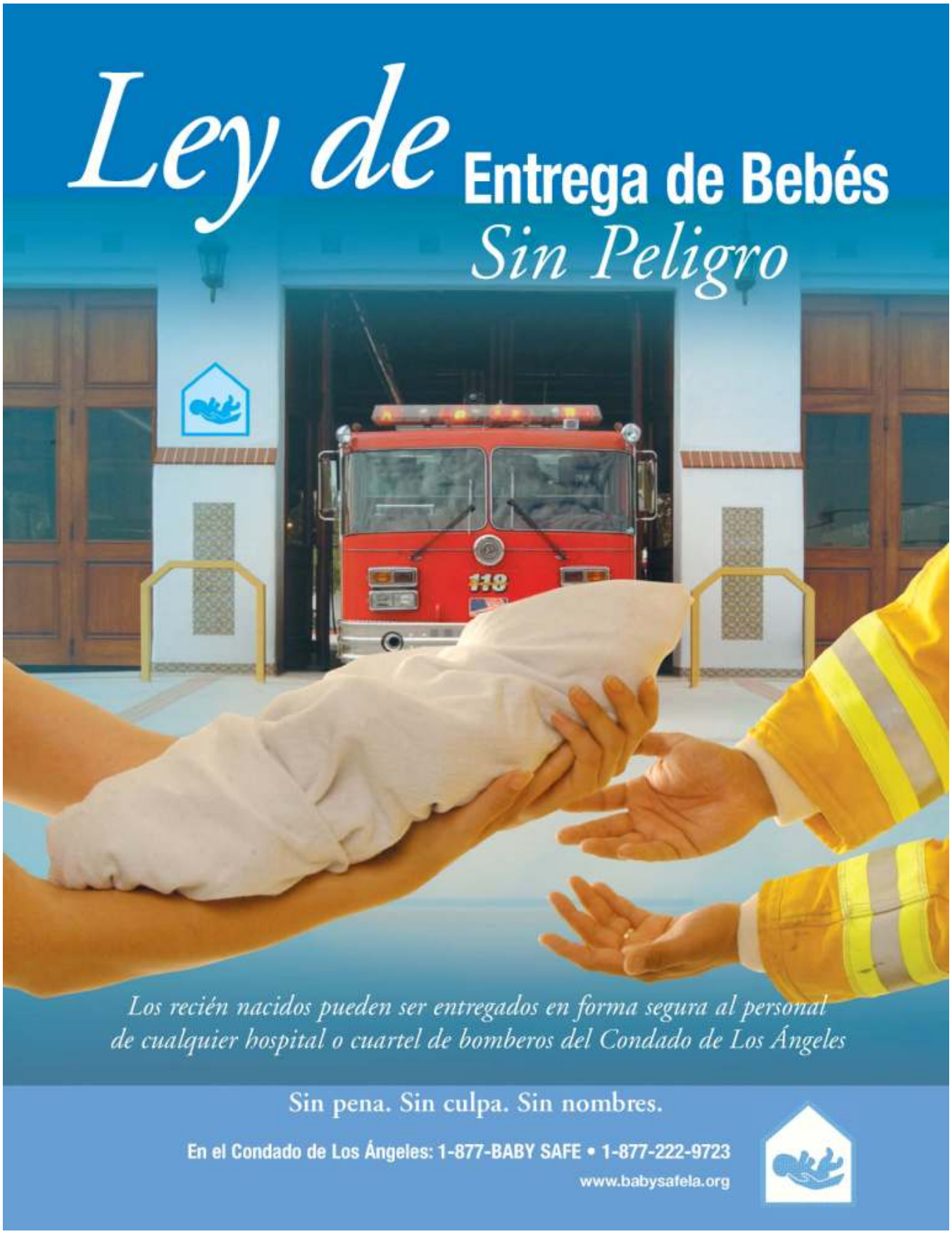
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

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

## *A baby's story*

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


Ley de Entrega de Bebés
Sin Peligro
Los recién nacidos pueden ser entregados en forma segura al personal
de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles
Sin pena. Sin culpa. Sin nombres.
En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

# *Ley de* Entrega de Bebés *Sin Peligro*

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

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 Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

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

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

### ¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

### ¿Qué pasará con el bebé?

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

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

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

### ¿Por qué se está haciendo esto en California? ?

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

## *Historia de un bebé*

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del 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.

# Prop A – Living Wage Program Exhibits

## *Exhibits J, K, & L*

Title 2 ADMINISTRATION
Chapter 2.201
LIVING WAGE PROGRAM

**2.201.010 Findings.**

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

**2.201.020 Definitions.**

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

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

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

C. "Employer" means:

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

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

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

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

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

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

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

**2.201.030 Prospective effect.**

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. (Ord. 99-0048 § 1 (part), 1999.)

* Editor's note: Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

Title 2 ADMINISTRATION
Chapter 2.201
LIVING WAGE PROGRAM

**2.201.040 Payment of living wage.**

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

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

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

**2.201.050 Other provisions.**

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

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

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

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

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

Title 2 ADMINISTRATION
Chapter 2.201
LIVING WAGE PROGRAM

**2.201.060 Employer retaliation prohibited.**

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

**2.201.070 Employee retention rights.**

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

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

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

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

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

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

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

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

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

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

**2.201.080 Enforcement and remedies.**

For violation of any of the provisions of this chapter:

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

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

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

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

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

**2.201.090 Exceptions.**

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

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

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

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

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

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

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

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

"Dominant in its field of operation" means having more than 20 employees, including full time and part time employees, and more than $1,000,000.00 in annual gross revenues or $2,500,000.00 in annual gross revenues if a technical or professional service.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 99-0055 § 1, 1999: Ord. 99-0048 § 1 (part), 1999.)

**2.201.100 Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 99-0048 § 1 (part), 1999)

**EXHIBIT K**

# COUNTY OF LOS ANGELES
## LIVING WAGE ORDINANCE

### MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

**Instruction Box:** Please complete all sections of this form. *(Information to complete this form can be obtained from your weekly certified payroll reports)* Submit this form with your Certified Payroll Reports to the awarding County department. Be sure to complete and sign the reverse side of this form before submitting.

| | | | |
|---|---|---|---|
| (1) Name: Contractor ☐ Subcontractor ☐ | | Address: (Street, City, State, Zip) | |
| (2) Payroll No.: | (3) Work Location: | (4) From payroll period: ___/___/___ to payroll period: ___/___/___ | (5) For Month Ending: |
| (6) Department Name: | (7) Contract Service Description: | (8) Contract Name & Number: | |
| (9) Contractor Health Plan Name(s): | | (10) Contractor Health Plan ID Number(s): | |

| (11) Employee Name, Address & Last 4 digits of SS# | (12) Work Classification | (13) Total Hours Worked Each Week of Monthly Pay Period | | | | | (14) Total Aggre-gate Hours | (15) Employer Paid Health Benefit Hourly Rate | (16) Gross Amount Paid (14x15) | (17) Employee Paid Health Benefit Hourly Rate | (18) Gross Amount Paid (14x17) | (19) Aggregate $ Health Benefits Paid (16+18) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | 1 | 2 | 3 | 4 | 5 | | | | | | |
| 1 | | | | | | | | | | | | |
| 2 | | | | | | | | | | | | |
| 3 | | | | | | | | | | | | |
| 4 | | | | | | | | | | | | |
| 5 | | | | | | | | | | | | |
| I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct. | Total (This Page) | | | | | | | | | | | |
| Print Authorized Name: | Grand Total (All Pages) | | | | | | | | | | | |

| | | | |
|---|---|---|---|
| Authorized Signature: | Date: / / | Title: | Telephone Number (include area code) ( ) | Page: _____ of _____ |

# COUNTY OF LOS ANGELES
# LIVING WAGE PROGRAM
# PAYROLL STATEMENT OF COMPLIANCE

I, _____ , _____
(Name of Owner or Company Representative) (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by:
_____ on the _____
(Company or subcontractor Name) (Service, Building or Work Site)
that during the payroll period commencing on the _____ day of _____ ,and
(Calendar day of Month) (Month and Year)
ending the _____ day of _____ all persons employed on said work site
(Calendar day of Month) (Month and Year)
have been paid the full weekly wages earned, that no rebates have been or will be made either
directly or indirectly to or on behalf of _____
(Company Name)
from the full weekly wages earned by any person and that no deductions have been made either directly or in directly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

2. That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for employees contained therein are not less than the applicable County of Los Angeles Living Wage rates contained in the contract.

3. That:

☐ WHERE FRINGE (Health) BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS
In addition to the basic hourly wage rates paid to each employee listed in the above referenced payroll, payments of health benefits as required in the contract have been or will be paid to appropriate programs for the benefit of such employees.

☐ WHERE FRINGE (Health) BENEFITS ARE PAID IN CASH
Each employee listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the applicable amount of the required County of Los Angeles Living Wage hourly rate as listed in the contract.

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.

| Print Name and Title | Owner or Company Representative Signature: |
|---|---|
| | |

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD OF THREE (3) YEARS.

# CHARITABLE CONTRIBUTIONS CERTIFICATION

Far East Landscape & Maintenance Inc.
Company Name

P O Box 950351 Mission Hills CA, 91395
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.

**Check the Certification below that is applicable to your company.**

☑ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

**OR**

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

Signature — Date: 06/12/13

Tony Moon President
Name and Title of Signer (please print)

# CONTRACT

# BY AND BETWEEN

# COUNTY OF LOS ANGELES

# AND

# SEPCO EARTHSCAPE INC.

# FOR

# LANDSCAPE SERVICES

78001

**CONTRACT PROVISIONS**
**LANDSCAPE SERVICES**

**TABLE OF CONTENTS**


| PARAGRAPH | TITLE | PAGE |
|---|---|---|
| **RECITALS** | | **1** |
| **1.0** | **APPLICABLE DOCUMENTS** | **2** |
| **2.0** | **DEFINITIONS** | **3** |
| **3.0** | **WORK** | **4** |
| **4.0** | **TERM OF CONTRACT** | **4** |
| **5.0** | **CONTRACT SUM** | **5** |
| 5.5 | Invoices and Payments | 6 |
| **6.0** | **ADMINISTRATION OF CONTRACT - COUNTY** | **8** |
| 6.1 | COUNTY'S PROJECT DIRECTOR | 8 |
| 6.2 | COUNTY'S PROJECT MANAGER | 8 |
| 6.3 | COUNTY'S CONTRACT MONITOR | 8 |
| **7.0** | **ADMINISTRATION OF CONTRACT - CONTRACTOR** | **8** |
| 7.1 | CONTRACTOR'S PROJECT MANAGER | 8 |
| 7.2 | APPROVAL OF CONTRACTOR'S STAFF | 9 |
| 7.3 | CONTRACTOR'S STAFF IDENTIFICATION | 9 |
| 7.4 | BACKGROUND AND SECURITY INVESTIGATIONS | 10 |
| 7.5 | CONFIDENTIALITY | 10 |
| **8.0** | **STANDARD TERMS AND CONDITIONS** | **11** |
| 8.1 | AMENDMENTS | 11 |
| 8.2 | ASSIGNMENT AND DELEGATION | 12 |
| 8.3 | AUTHORIZATION WARRANTY | 13 |
| 8.4 | BUDGET REDUCTIONS | 13 |
| 8.5 | COMPLAINTS | 13 |
| 8.6 | COMPLIANCE WITH APPLICABLE LAW | 14 |
| 8.7 | COMPLIANCE WITH CIVIL RIGHTS LAWS | 15 |
| 8.8 | COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM | 15 |

**CONTRACT PROVISIONS**
**LANDSCAPE SERVICES**

**TABLE OF CONTENTS**


| PARAGRAPH | TITLE | PAGE |
|---|---|---|
| 8.9 | CONFLICT OF INTEREST | 17 |
| 8.10 | CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST | 17 |
| 8.11 | CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS | 17 |
| 8.12 | CONTRACTOR RESPONSIBILITY AND DEBARMENT | 18 |
| 8.13 | CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW | 20 |
| 8.14 | CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM | 21 |
| 8.15 | COUNTY'S QUALITY ASSURANCE PLAN | 21 |
| 8.16 | DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS | 22 |
| 8.17 | EMPLOYMENT ELIGIBILITY VERIFICATION | 22 |
| 8.18 | FACSIMILE or Electronic REPRESENTATIONS | 23 |
| 8.19 | FAIR LABOR STANDARDS | 23 |
| 8.20 | FORCE MAJEURE | 23 |
| 8.21 | GOVERNING LAW, JURISDICTION, AND VENUE | 24 |
| 8.22 | INDEPENDENT CONTRACTOR STATUS | 24 |
| 8.23 | INDEMNIFICATION | 25 |
| 8.24 | GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE | 25 |
| 8.25 | INSURANCE COVERAGE | 29 |
| 8.26 | LIQUIDATED DAMAGES | 30 |
| 8.27 | MOST FAVORED PUBLIC ENTITY | 31 |
| 8.28 | NONDISCRIMINATION AND AFFIRMATIVE ACTION | 31 |
| 8.29 | NON EXCLUSIVITY | 33 |
| 8.30 | NOTICE OF DELAYS | 33 |
| 8.31 | NOTICE OF DISPUTES | 33 |

**CONTRACT PROVISIONS**
**LANDSCAPE SERVICES**

**TABLE OF CONTENTS**


| PARAGRAPH | TITLE | PAGE |
|---|---|---|
| 8.32 | NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT | 33 |
| 8.33 | NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW | 33 |
| 8.34 | NOTICES | 34 |
| 8.35 | PROHIBITION AGAINST INDUCEMENT OR PERSUASION | 34 |
| 8.36 | PUBLIC RECORDS ACT | 34 |
| 8.37 | PUBLICITY | 35 |
| 8.38 | RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT | 35 |
| 8.39 | RECYCLED BOND PAPER | 37 |
| 8.40 | SUBCONTRACTING | 37 |
| 8.41 | TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM | 39 |
| 8.42 | TERMINATION FOR CONVENIENCE | 39 |
| 8.43 | TERMINATION FOR DEFAULT | 40 |
| 8.44 | TERMINATION FOR IMPROPER CONSIDERATION | 41 |
| 8.45 | TERMINATION FOR INSOLVENCY | 42 |
| 8.46 | TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE | 42 |
| 8.47 | TERMINATION FOR NON APPROPRIATION OF FUNDS | 42 |
| 8.48 | VALIDITY | 43 |
| 8.49 | WAIVER | 43 |
| 8.50 | WARRANTY AGAINST CONTINGENT FEES | 43 |
| 8.51 | WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM | 43 |

**CONTRACT PROVISIONS**
**LANDSCAPE SERVICES**

**TABLE OF CONTENTS**


| PARAGRAPH | TITLE | PAGE |
|---|---|---|
| 8.52 | TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM | 44 |
| **9.0** | **UNIQUE TERMS AND CONDITIONS** | **44** |
| 9.1 | COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM | 44 |
| 9.2 | LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM | 52 |
| 9.3 | CONTRACTOR'S OBLIGATIONS AS A NON-BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA") | 53 |
| 9.4 | PROPOSER'S CHARITABLE CONTRIBUTIONS COMPLIANCE | 54 |
| **SIGNATURES** | | **55** |

**CONTRACT PROVISIONS**
**LANDSCAPE SERVICES**

## TABLE OF CONTENTS


**EXHIBITS**

**STANDARD EXHIBITS**

A SCOPE OF WORK AND EXHIBITS

B PRICING SHEET

C FACILITY AND LANDSCAPE SPECIFICATION SHEETS

D CONTRACTOR'S EEO CERTIFICATION

E COUNTY'S ADMINISTRATION

F CONTRACTOR'S ADMINISTRATION

G CONTRACTOR'S ACKNOWLEDGEMENT & CONFIDENTIALITY AGREEMENT

H JURY SERVICE ORDINANCE

I SAFELY SURRENDERED BABY LAW

**UNIQUE EXHIBITS**

**PROP A - LIVING WAGE PROGRAM EXHIBITS**

J LIVING WAGE ORDINANCE

K MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

L PAYROLL STATEMENT OF COMPLIANCE

M SB 1262 – NONPROFIT INTEGRITY ACT OF 2004 - CHARITABLE CONTRIBUTIONS CERTIFICATION

# CONTRACT BETWEEN
# COUNTY OF LOS ANGELES
# AND
# SEPCO EARTHSCAPE INC.
# FOR
# LANDSCAPE SERVICES

This Contract and Exhibits made and entered into this 6th day of August, 2013 by and between the County of Los Angeles, hereinafter referred to as County and Sepco Earthscape Inc., hereinafter referred to as Contractor. Sepco Earthscape Inc., is located at 120 West 127th Street, Los Angeles, CA 90061.

## RECITALS

WHEREAS, the County may contract with private businesses for Landscape Services when certain requirements are met; and

78001

WHEREAS, the Contractor is a private firm specializing in providing Landscape Services; and

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract Landscape Services; and

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter, Los Angeles County Code Section 2.121.250, and California Government Code Sections 23004, 31000 and otherwise; and

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

## 1.0 APPLICABLE DOCUMENTS

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

**Standard Exhibits:**

1.1 EXHIBIT A - Scope of Work and Exhibits

1.2 EXHIBIT B - Pricing Sheet(s)

1.3 EXHIBIT C - Facility and Landscape Specification Sheets

1.4 EXHIBIT D - Contractor's EEO Certification

1.5 EXHIBIT E - County's Administration

1.6 EXHIBIT F - Contractor's Administration

1.7 EXHIBIT G - Contractor's Acknowledgement & Confidentiality Agreement

1.8 EXHIBIT H - Jury Service Ordinance

1.9 EXHIBIT I - Safely Surrendered Baby Law

**Unique Exhibits:**

**Prop A - Living Wage Program Exhibits**

1.10 EXHIBIT J - Living Wage Ordinance

1.11 EXHIBIT K - Monthly Certification for Applicable Health Benefit Payments

1.12 EXHIBIT L - Payroll Statement of Compliance

1.13 EXHIBIT M - SB 1262 – NONPROFIT INTEGRITY ACT OF 2004 - Charitable Contributions Certification

## 2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning:

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

2.2 **Contract Discrepancy Report**: A report that identifies specific problems, failures and other key performance issues in Contractor's performance that require corrective action.

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

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

2.5 **County Contract Monitor**: Person(s) with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.

2.6 **County Project Director**: Person(s) designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.

2.7 **County Project Manager**: Person(s) designated by County's Project Director to manage the operations under this Contract.

2.8 **County Recognized Holidays**: The County Recognized Holidays are: New Year's Day (January 1), Martin Luther King's Birthday (Third Monday in January), Presidents Day (Third Monday in February), Memorial Day (Last Monday in May), Independence Day (July 4), Labor Day (First Monday in September), Columbus Day (Second Monday in October), Veteran's Day (November 11), Thanksgiving holidays (Fourth Thursday and Friday in November), Christmas Day (December 25).

2.9 **Day(s)**: Calendar day(s) unless otherwise specified.

2.10 **District Manager**: County Facility Operations Services (FOS) Manager responsible for landscape services in the County.

2.11 **Facilities**: Property(ies) owned and/or operated by the County of Los Angeles.

2.12 **Facilities Operation Services (FOS)**: Internal Service Department (ISD) operation responsible for providing landscape services to County Departments.

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

2.14 **Internal Services Department**: The County Department responsible for administration of the contract.

2.15 **Performance Requirements Summary (PRS)**: Performance standards document which identifies key performance indicators that will be evaluated by County to ensure that Contractor meets the required services under this Contract.

2.16 **Regions**: Grouping of facilities within areas of Los Angeles County.

## 3.0 WORK

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

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

## 4.0 TERM OF CONTRACT

4.1 The contract term shall be for a period of three (3) years, commencing October 1, 2013, unless sooner terminated or extended, in whole or in part, as provided in the Contract.

4.2 The County shall have sole discretion to exercise an option to extend this Contract term for up to two (2) additional one-year periods, and a six (6) month to month extension, for a maximum total Contract term of five (5) years and six (6) months. Each such option and extension shall be exercised solely by the Director of ISD. 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.

4.3 The Contractor shall notify County's Project Manager, Internal Services Department, when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to County's Project Manager at the address herein provided in Exhibit E - County's Administration.

## 5.0 CONTRACT SUM

5.1 The Contract Sum under this Agreement shall be the total monetary amount payable by County to Contractor for supplying all the tasks, deliverables, goods, services and other work specified under this Contract. Contractor shall provide services at the rates identified in Exhibit B, Pricing Sheet(s).

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

5.3 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to Internal Services Department at the address herein provided in Exhibit E - County's Administration.

**5.4 No Payment for Services Provided Following Expiration/Termination of Contract**

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

## 5.5 Invoices and Payments

5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Scope of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B - Pricing Sheet, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B - Pricing Sheet(s).

5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A - Scope of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service. If the 15th calendar day of the month falls on a Friday, or on a weekend, the Contractor shall submit the monthly invoice to the County by the Thursday prior to the 15th. Invoices are approved by the County by the 15th calendar day of the month following the month of services

Invoices for as-needed services and/or additional work are received and approved by the County within 30 days of the date services are performed.

Prop A - Living Wage Program:

No invoice will be approved for payment unless the following is included:

- Exhibit K - Monthly Certification for Applicable Health Benefit Payments
- Exhibit L - Payroll Statement of Compliance

5.5.5 Contractor shall submit two (2) copies of all invoices under this Contract to the following address:

Internal Services Department
1100 North Eastern Avenue
Los Angeles, CA 90063
Attention: Contract Unit Supervisor, Finance, Room 222

5.5.6 **County Approval of Invoices**

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager, or an authorized representative prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5.7 **Local Small Business Enterprises – Prompt Payment Program**

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

## 5.6 COST OF LIVING ADJUSTMENTS (COLA'S)

For the two additional one-year option periods identified in Section 4.2, the contract (hourly, daily, monthly, etc.) amount may be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the contract anniversary date, which shall be the effective date for any cost of living adjustment. However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no cost of living adjustments will be granted. Where the County decides to grant a Cost of Living Adjustment (COLA) pursuant to this paragraph for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this contract) from the base upon which a COLA is calculated, unless the Contractor can show that his/her labor cost will actually increase.

# 6.0 ADMINISTRATION OF CONTRACT - COUNTY

**COUNTY ADMINISTRATION**

A listing of all County Administration referenced in the following sub-paragraphs is designated in Exhibit E - County's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

## 6.1 COUNTY'S PROJECT DIRECTOR

Responsibilities of the County's Project Director include:

- ensuring that the objectives of this Contract are met; and
- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

## 6.2 COUNTY'S PROJECT MANAGER

The responsibilities of the County's Project Manager include:

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

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

## 6.3 COUNTY'S CONTRACT MONITOR

The County's Contract Monitor is responsible for overseeing the day-to-day administration of this Contract. The Contract Monitor reports to the District Manager.

# 7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

## 7.1 CONTRACTOR'S PROJECT MANAGER

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

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

## 7.2 APPROVAL OF CONTRACTOR'S STAFF

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

7.2.1 Contractor shall assign a sufficient number of employees to perform the required work as defined in the SOW.

7.2.2 Contractor shall immediately remove any contractor's staff assigned to a County Facility upon County's request.

## 7.3 CONTRACTOR'S STAFF IDENTIFICATION

All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person, visible at all times. Contractor bears all expense of the badging.

7.3.1 Contractor is responsible for ensuring that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked to leave a County facility by a County representative if they do not have the proper contract worker ID badge on their person.

7.3.2 Contractor shall notify the County Project Manager in writing, within one business day, when staff is terminated from working under this Contract. Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has terminated employment with the Contractor.

7.3.3 If County requests the removal of Contractor's staff, Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has been removed from working on the County's Contract.

7.3.4 Improper or fraudulent use of County ID badges or failure of Contractor to return the employee's County ID badge will result in County's filing of a Contract Discrepancy Report with damages assessed as described in the SOW, Performance Requirement Summary.

## 7.4 BACKGROUND AND SECURITY INVESTIGATIONS

7.4.1 Each of Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by 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 may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the Contractor, without regard to whether the Contractor's staff passes or fails the background clearance investigation.

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

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

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

## 7.5 CONFIDENTIALITY

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

7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all

claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and seek reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

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

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

# 8.0 STANDARD TERMS AND CONDITIONS

## 8.1 AMENDMENTS

8.1.1 For any change which affects the scope of work, including addition or deletion of Facilities, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by Director of ISD, or his/her designee.

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

Amendment to the Contract shall be prepared and executed by the Contractor and by Director of ISD, or his/her designee.

8.1.3 The Director of ISD, or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by Director of ISD, or his/her designee.

8.1.4 County reserves the right to add or change facilities as County deems appropriate. Such changes shall be based on the hourly rates listed in Exhibit B, Pricing Sheet, and Contractor and County will negotiate a mutually agreeable price. County also reserves the right to obtain facility pricing or receive bids from other Region(s) Contract vendors. In the event any additions or changes are made, an Amendment shall be prepared and executed by the County's Director of ISD, or his/her designee.

## 8.2 ASSIGNMENT AND DELEGATION

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

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

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

## 8.3 AUTHORIZATION WARRANTY

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

## 8.4 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation 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. 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. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

## 8.5 COMPLAINTS

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

8.5.1 Within seven (7) business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

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

8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within two (2) business days for County approval.

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

8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within one (1) business day of receiving the complaint.

8.5.6 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.

8.5.7 Copies of all written responses shall be sent to the County's Project Manager within one (1) business day of mailing to the complainant.

## 8.6 COMPLIANCE WITH APPLICABLE LAW

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

8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate

in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and obtain reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

## 8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

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

8.8.1 **Jury Service Program**:

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

8.8.2 **Written Employee Jury Service Policy**:

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

with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

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

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion,

terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## 8.9 CONFLICT OF INTEREST

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

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

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

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

## 8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor

shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

## 8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

### 8.12.1 Responsible Contractor

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

### 8.12.2 Chapter 2.202 of the County Code

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

### 8.12.3 Non-responsible Contractor

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

County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 **Contractor Hearing Board**

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

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

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 the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

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

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

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

8.12.5 **Subcontractors of Contractor**

These terms shall also apply to Subcontractors of County Contractors.

## 8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

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

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

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

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, 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).

## 8.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

The Contractor's Project Manager or designee shall meet monthly or as requested by County with the County Contract Monitor and inspect the facility on any shift to ensure the quality of the landscape services being performed. A summary report of findings, including all deficiencies, will be prepared by the County and submitted to Contractor for remedial action. Contractor will provide Performance Monthly Inspection Report by the 15th of the following month and a copy will be provided to the County

Project Manager the report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

## 8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the 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 reimbursed by the Contractor by cash payment upon demand.

## 8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

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

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

## 8.18 FACSIMILE OR ELECTRONIC REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile or electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of “original” versions of such documents.

## 8.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor’s employees for which the County may be found jointly or solely liable.

## 8.20 FORCE MAJEURE

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

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

"subcontractor" and "subcontractors" mean subcontractors at any tier.

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

## 8.21 GOVERNING LAW, JURISDICTION, AND VENUE

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

## 8.22 INDEPENDENT CONTRACTOR STATUS

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

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

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

8.22.4 The Contractor shall adhere to the provisions stated in sub-paragraph 7.5 - Confidentiality.

## 8.23 INDEMNIFICATION

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

## 8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

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 Sections 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

### 8.24.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) 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.

- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

- 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.

- 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.

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

County of Los Angeles
Internal Services Department, Contracting Division
1100 North Eastern Avenue
Los Angeles, CA 90063

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 Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.2 **Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) 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. County and its Agents 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 and its Agents 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.

8.24.3 **Cancellation of Insurance 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.

8.24.4 **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.

8.24.5 **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.

8.24.6 **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.

8.24.7 **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.

8.24.8 **Sub-Contractor Insurance Coverage Requirements**

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.24.9 **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.

8.24.10 **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.

8.24.11 **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.

8.24.12 **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.

8.24.13 **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 and its Agents shall be designated as an Additional Covered Party under any approved program.

8.24.14 **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.

**8.25 INSURANCE COVERAGE**

8.25.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents 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 |

8.25.2 **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.

8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or 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.

## 8.26 LIQUIDATED DAMAGES

8.26.1 If, in the judgment of the Director of ISD, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director of ISD, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director of ISD, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If the Director of ISD, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Director of ISD, or his/her designee, deems are correctable by the Contractor over a certain time span, the Director of ISD, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director of ISD, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame.

The parties hereby agree that under the current circumstances a reasonable estimate of such damages as specified in the Performance Requirements Summary (PRS) Chart, defined in Exhibit A – Scope of Work, Exhibit 2, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.26.3 The action noted in sub-paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

## 8.27 MOST FAVORED PUBLIC ENTITY

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

## 8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

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

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

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

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

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

8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 when so requested by the County.

8.28.7 If the County finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the Contractor violates any of the anti discrimination provisions of this Contract, the County

shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

## 8.29 NON EXCLUSIVITY

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

## 8.30 NOTICE OF DELAYS

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

## 8.31 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the (Director of ISD), or designee shall resolve it.

## 8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

## 8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact

sheet is set forth in Exhibit I of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

## 8.34 NOTICES

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

## 8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

## 8.36 PUBLIC RECORDS ACT

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a

proposal marked “trade secret”, “confidential”, or “proprietary”, the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

## 8.37 PUBLICITY

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

- The Contractor shall develop all publicity material in a professional manner; and

- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County’s Project Director. The County shall not unreasonably withhold written consent.

8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this sub-paragraph 8.37 shall apply.

## 8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or 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 the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County’s written permission is given to dispose of

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

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

8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.38.4 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.

## 8.39 RECYCLED BOND PAPER

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

## 8.40 SUBCONTRACTING

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

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

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

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

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

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

8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

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

8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. Before any Subcontractor employee may perform any work hereunder, the Contractor shall ensure delivery of all such documents to:

Internal Services Department
Contracting Division, Contracts Section
1100 North Eastern Avenue, 1st Floor
Los Angeles, CA 90063

**8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to sub-paragraph 8.43 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

**8.42 TERMINATION FOR CONVENIENCE**

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

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

- Stop work under this Contract on the date and to the extent specified in such notice, and

- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with sub-paragraph 8.38, Record Retention and Inspection/Audit Settlement.

## 8.43 TERMINATION FOR DEFAULT

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

- Contractor has materially breached this Contract; or

- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

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

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in sub-paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs

for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.42 - Termination for Convenience.

8.43.5 The rights and remedies of the County provided in this sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## 8.44 TERMINATION FOR IMPROPER CONSIDERATION

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

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

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

## 8.45 TERMINATION FOR INSOLVENCY

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

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

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;

- The appointment of a Receiver or Trustee for the Contractor; or

- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this sub-paragraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## 8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

## 8.47 TERMINATION FOR NON APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this

Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

## 8.48 VALIDITY

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

## 8.49 WAIVER

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

## 8.50 WARRANTY AGAINST CONTINGENT FEES

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

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

## 8.51 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

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

### 8.52 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" 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.

## 9.0 UNIQUE TERMS AND CONDITIONS

### 9.1 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM

#### 9.1.1 Living Wage Program

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

#### 9.1.2 Payment of Living Wage Rates

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County, including, without limitation, "Travel Time" as defined below at subsection 5 of this Subparagraph 9.1.2 under the Contract:

    a. Not less than $11.84 per hour if, in addition to the per-hour wage, the Contractor contributes less than $2.20 per hour

towards the provision of bona fide health care benefits for its Employees and any dependents; or

b. Not less than $9.64 per hour if, in addition to the per-hour wage, the Contractor contributes at least $2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. The Contractor will be deemed to have contributed $2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Contract, the Contractor contributes less than $2.20 per hour towards the provision of bona fide health care benefits, the Contractor shall be required to pay its Employees the higher hourly living wage rate.

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

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

4. If the Contractor is not required to pay a living wage when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for an

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

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

### 9.1.3 Contractor's Submittal of Certified Monitoring Reports

The Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of the Contractor's current health care benefits plan, and the Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be

submitted on forms provided by the County (Exhibit K and Exhibit L), or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

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

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

9.1.5 **County Auditing of Contractor Records**

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

9.1.6 **Notifications to Employees**

The Contractor shall place County-provided living wage posters at each of the Contractor's places of business and locations where the Contractor's Employees are working. The Contractor shall also distribute County-provided notices to each of its Employees

at least once per year. The Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

9.1.7 **Enforcement and Remedies**

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

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

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

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

certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

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

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

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

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

liquidated damages from any payments otherwise due the Contractor.

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

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

### 9.1.8 Use of Full-Time Employees

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

### 9.1.9 Contractor Retaliation Prohibited

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

### 9.1.10 Contractor Standards

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

### 9.1.11 Employee Retention Rights

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

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

    b. Who has been employed by a Contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six months prior to the date of this new Contract, which predecessor contract was terminated by the County prior to its expiration; and

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

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

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

    b. Fails to meet any other County requirement for employees of a Contractor.

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

9.1.12 **Neutrality in Labor Relations**

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

## 9.2 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

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

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

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

9.2.4 If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

**9.3 CONTRACTOR'S OBLIGATIONS AS A NON-BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")**

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

Notwithstanding the foregoing, the parties acknowledge that, in the course of the provision of services hereunder, Contractor or its officers, employees, or agents, may have inadvertent access to patient medical records. Contractor understands and agrees that Contractor, its officers, employees, and agents shall not take advantage of such access for any purpose whatsoever. Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents shall maintain the confidentiality of any information obtained and shall immediately, or upon the first reasonable opportunity to do so, notify DPH management personnel that such access has been gained.

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

## 9.4 PROPOSER'S CHARITABLE CONTRIBUTIONS COMPLIANCE

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

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR: SEPCO EARTHSCAPE INC.

By _____

Name SEPEHR RAAFAT

Title president

COUNTY OF LOS ANGELES

By _____

Chairman, Board of Supervisors

ATTEST:

SACHI HAMAI

Executive Officer-Clerk
of the Board of Supervisors

By Lachelle Smitherman

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 Lachelle Smitherman
Deputy

78001

APPROVED AS TO FORM:

John Krattli
County Counsel

By _____
Principal Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

14 AUG 06 2013

SACHI A. HAMAI
EXECUTIVE OFFICER

**EXHIBIT A**

# SCOPE OF WORK

# EXHIBIT A
# SCOPE OF WORK
# LANDSCAPE SERVICES

## TABLE OF CONTENTS


| PARAGRAPH | TITLE | PAGE |
|---|---|---|
| 1.0 | SCOPE OF WORK | 1 |
| 2.0 | HOURS AND DAYS OF SERVICE | 1 |
| 3.0 | GENERAL SERVICE REQUIREMENTS | 1 |
| 3.1 | Mowing | 1 |
| 3.2 | Edging/Detailing/Weed Control | 2 |
| 3.3 | Weed Control | 2 |
| 3.4 | Litter Control | 3 |
| 3.5 | Raking | 4 |
| 3.6 | Pruning of Trees, Hedges and Ground Cover | 4 |
| 3.7 | Watering | 7 |
| 3.8 | Irrigation System Maintenance | 8 |
| 3.9 | Disease/Insect Control | 10 |
| 3.10 | Rodent Control | 10 |
| 4.0 | SPECIALTY SERVICE REQUIREMENTS | 10 |
| 4.1 | Chemical Edging/Detailing | 10 |
| 4.2 | Trimming and Crowning of Trees | 11 |
| 4.3 | Aerification | 12 |
| 4.4 | Fertilization | 12 |
| 4.5 | Renovation/Vertical Mowing | 13 |
| 4.6 | Cultivating | 14 |
| 4.7 | Turf Reseeding/Restoration of Bare Areas | 14 |
| 5.0 | PLANT MATERIALS | 14 |
| 6.0 | USE OF CHEMICALS | 15 |
| 7.0 | WASTE REMOVAL | 15 |
| 8.0 | AS-NEEDED SERVICES | 16 |
| 9.0 | EMERGENCY SERVICES | 16 |

10.0 MAINTENANCE REPORTS ..... 17
11.0 CONTRACTOR RESPONSIBILITY ..... 17
11.1 Contractor Personnel ..... 17
11.2 Facility Work Requirements ..... 19
11.3 Training ..... 19
11.4 County required Meetings ..... 20
11.5 Contractor's Office ..... 20
12.0 COUNTY RESPONSIBILITIES ..... 21
13.0 MAINTENANCE SCHEDULES ..... 21
14.0 GREEN INITIATIVES ..... 21
15.0 ADDITION/DELETION OF FACILITIES/ADDITIONAL WORK ..... 22
16.0 QUALITY CONTROL ..... 22
17.0 QUALITY ASSURANCE PLAN ..... 22
17.1 Monthly Meetings ..... 22
17.2 Contract Discrepancy Report (CDR) ..... 23
17.3 County Observations ..... 23
17.4 Methods of Monitoring ..... 23
17.5 Unacceptable Performance ..... 23
18.0 PERFORMANCE REQUIREMENTS SUMMARY ..... 24

**EXHIBITS**

EXHIBIT 1 CONTRACT DISCREPANCY REPORT
EXHIBIT 2 PERFORMANCE REQUIREMENTS SUMMARY
EXHIBIT 3 LANDSCAPE MAINTENANCE CERTIFICATION

# 1.0 SCOPE OF WORK

Contractor shall provide landscape services to County facilities identified in the Pricing Sheets, Exhibit B, of the Contract by providing all labor, supervision, equipment, materials, safety gear and supplies necessary for Contractor's performance under this Contract. General landscape services include, but are not limited to lawn care, tree and shrub care, weed control, plant and flowerbed care, irrigation system maintenance and other related services including tree trimming, as indicated in paragraph 4.2 of this Exhibit A. Contractor shall perform all necessary maintenance tasks as required herein.

The landscaped areas shall be maintained at the frequencies identified in Section 3.0 Service Requirements – Ongoing Maintenance Tasks, of this Scope of Work (SOW). In the event of any conflict or inconsistency in the interpretation of "frequencies", the County Project Director shall resolve said conflict or inconsistency.

# 2.0. HOURS AND DAYS OF SERVICE

Contractor shall provide all landscape services required by the County in accordance with the hours and days of service identified in Exhibit C – Facility and Landscape Specification Sheets. Specific hours of operation may be determined by the County Project Manager.

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

# 3.0 GENERAL SERVICE REQUIREMENTS

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

## 3.1 Mowing

A. Frequency: Once per week (unless specified in writing by County Project Manager or designee).

B. Mowing operation shall be scheduled Monday through Friday unless otherwise directed by the County's Project Manager.

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

D. All equipment shall be adjusted to the proper cutting heights and shall be adequately sharpened. Mowing height shall be no less than 3/4 inch for all turf areas and no higher than 1 1/2 inches with one (1) inch considered acceptable. Mowing heights may vary for special events and conditions as determined by the County's Project Manager.

E. Walkways shall be cleaned immediately following each mowing. All grass clippings shall be collected and removed from the site immediately.

## 3.2 Edging/Detailing

A. Frequency: Edging - Every week.

B. All turf areas shall be kept neatly edged and all grass invasions eliminated.

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

D. All turf edges, including but not limited to, sidewalks, patios, driveways, curbs, shrub beds, flower beds, ground cover beds and around the base of trees shall be edged to a neat and uniform line.

E. The edge of turf shall be trimmed or limited around all sprinkler heads (to provide maximum water coverage), valve boxes, meter boxes, back flow devices and other obstacles.

F. Mechanical Edging

1. Mechanical edging of turf ground cover and/or fence lines shall be performed at each site every week after mowing.
2. Mechanical edging shall be completed as one operation in a manner that ensures a well-defined edge.
3. Walkways shall be cleaned immediately following each mechanical edging.

## 3.3 Weed Control

A. Frequency: Each visit.

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

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

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

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

1. Clearance - Edging where trees and shrubs occur in turf areas, all grass growth shall be limited to at least eighteen (18) inches from the trunk of trees and away from the drip line of shrubs by use of approved chemicals, manual, or mechanical devices.
2. Linear chemical edging of turf boundaries may be performed in a manner that ensures a defined turf edge and limits its encroachment into beds or across boundaries where it is impractical to edge mechanically. A twelve (12) inch barrier width shall be considered normal.
3. Detailing of sprinkler heads (to improve maximum water coverage), valve boxes, meter boxes, and similar small obstacles in turf areas may be performed in a manner that ensures operability, ease of location, or a clean appearance. A six (6) inch clearance shall be considered normal.

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

H. Remove all weeds and grass from walkways; curb and gutter expansion joints; fence/walk perimeter; roadways; driveways; parking lots; patios, drainage areas and around irrigation sprinkler heads and control valves.

I. Methods for removal of weeds, turf encroachment, and detailing shall incorporate chemical and/or mechanical means of eradication.

### 3.4 Litter Control

A. Frequency: Each visit.

B. Complete policing and litter pick-up to remove paper, glass, trash, cobwebs, undesirable materials, siltation and other accumulated debris within the landscape areas to be maintained including, but not

limited to, walkways, between and around planted areas, planters, drains, grates sidewalks, roadways and catch basins. Litter pick-up shall be completed each time landscape services are performed and as early as County's Projector Manager or his designee deems practical.

C. All litter and debris occurring as a result of Contractor's operations shall be removed from the landscaped area immediately following such operations.

D. Sweep all hardscape areas within the parameter of the facility. Check concrete areas and hardscape surfaces for cracks, crevices, and deterioration and report any unsafe conditions to the County Contract Monitor.

E. Wash all hardscape areas within the perimeter of the facility when necessary or at the direction of the County Program Manager.

## 3.5 Raking

A. Frequency: Each Visit.

B. Accumulation of leaves shall be removed from all landscaped areas including beds, planters, and turf areas under trees, sidewalks, and adjacent parking spaces. Remove debris from landscaped area immediately.

C. Use of hand held blowers will be allowed unless legal authority dictates otherwise. Facility location may dictate "no blowers".

## 3.6 Pruning of Trees, Hedges, and Ground Cover

A. Tree Pruning

1. Frequency: As-Needed
2. Tree pruning shall be performed with the intent of developing structurally sound trees, symmetrical appearance with the proper vertical and horizontal clearance. All dead and damaged branches and limbs shall be removed at the point of breaking.
3. All cuts shall be made sufficiently close, flush if possible, to the parent stem so that healing can readily start under normal conditions.
4. All limbs 1-1/2" or greater in diameter shall be undercut to prevent splitting.

5. All limbs shall be lowered to the ground using a method, which prevents damage to the remaining limbs.
6. All cuts exceeding 1/2" shall be treated with an appropriate tree heal compound.
7. All equipment utilized shall be clean, sharp, and expressively designed for tree pruning.
8. Climbing spurs shall not be used.
9. The initial step of pruning shall be the removal of all dead wood, weak, diseased, insect infested and damaged limbs.
10. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline.
11. Limbs should extend alternately from the trunk on 12" or 24" spacing.
12. All trees shall be thinned of smaller limbs to distribute the foliage evenly.
13. All trees shall be trimmed and shaped to provide a symmetrical appearance typical of the species.
14. All suckers and sprouts shall be cut flush with the trunk or limb.
15. No stubs will be permitted.
16. All structural weaknesses such as split crotch or limbs, diseased or decayed limbs, or severe damage shall be reported to County's Project Manager or his designee.
17. Special emphasis shall be placed upon public safety during pruning operations, particularly when adjacent to roadways.
18. All trimming and debris shall be removed and disposed off site at the end of each day's work.

B. Hedges

1. Frequency: As needed.
2. Prune shrubs to encourage healthy growth habits and for shape in order to retain their natural form and proportionate size.
3. Restrict growth of shrubbery to area behind curbs and walkways and within planter beds by trimming.
4. Under no circumstances shall hedge shears be used as a means of pruning.
5. Prune all plant materials where necessary to present or eliminate hazardous conditions to vehicles or pedestrians.
6. All cuts shall be made sufficiently close, flush if possible, to the parent stem so that healing can readily start under normal conditions.
7. All limbs one and one-half inches (1½") or greater in diameter shall be undercut to prevent splitting.

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

C. Ground Cover

1. Frequency: As needed.
2. All dead, diseased, and unsightly branches, vines or other growth shall be removed as they develop.
3. All ground cover areas shall be pruned to maintain a neat edge along planter box walls.
4. Any runners that start to climb building, shrubs, or trees shall be pruned out of these areas.
5. Flower beds: Any and all diseased plants are to be removed from all beds and then disposed properly. Broken, damaged, or unsightly flowers or plant parts are to be removed promptly.
6. Thinning of flower beds.
7. Pruning plant material for vehicular and pedestrian visibility and access, four (4) times per year or more often as needed dependent upon growth patterns of the plant spaces in question.

D. Damage to Shrubs, Trees, Turf or Ground Cover

1. All damage to shrubs, trees, turf or ground cover done by Contractor employees shall be repaired or replaced within five (5) working days.
2. All repairs or replacements shall be completed in accordance with the following maintenance practices:

   a) Trees - Minor damage such as bark lost from impact of mowing equipment shall be remedied by a qualified tree surgeon or arborist. If damage results in loss of tree, the damaged tree shall be removed and replaced to comply with the specified instructions of the County Project Manager.
   b) Shrubs - Minor damage may be corrected by appropriate pruning. Major damage shall be corrected by removal of the damaged shrub and replaced to comply with the provisions in the specifications.
   c) Chemicals - All damage resulting from chemical operation, either spray-drift or lateral leaching shall be corrected in accordance with the aforementioned maintenance practices and the soil conditioned to ensure its ability to support plant life.

d) Tree Replacement - All trees permanently damaged will be replaced at County's expense with the exception of those damaged or destroyed due to fault of Contractor or its employees. Replacement shall be with the identical species of tree existing previously, unless otherwise notified in writing by County's Project Manager or his designee. Size of the replacement shall be of like size not to exceed 24-inch box specimen container size. The need for replacement will be determined by County's Project Manager or his designee.

## 3.7 Watering

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

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

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

1. Adjusting and setting the automatic controller to establish frequency and length of watering period.
2. Consideration must be given to soil conditions, humidity, minimizing runoff, and the relationship of conditions, which affect day and night watering. This may include daytime watering during freezing weather to prevent icy conditions, manual operation of the irrigation system, and/or hand watering with portable sprinklers during periods of windy or inclement weather.
3. A soil probe shall be used to a depth of twelve (12) inches to determine the water penetration by random testing of the root zones.

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

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

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

G. New turf (up through the sixth mowing) shall be watered immediately after mowing.

H. All ground cover areas shall be watered as needed to maintain a healthy condition; care being taken not to over water in shady areas.

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

### 3.8 Irrigation System Maintenance

A. Contractor and County Contract Monitor will do an inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date. Contractor will submit a written report verifying working order of each irrigation system within five (5) days of inspection. County may require that the system be repaired to a satisfactory condition. Once repaired, the Contractor will be required to maintain the system in working condition. This requirement applies to all landscape sites added during the term of the contract.

B. After inspection with County staff, Contractor will be responsible for the irrigation system, beginning with the pressure lines from the point of the backflow device, and including lateral lines. Contractor is responsible for all repairs except those that exceed a cost of $500. Repairs exceeding a cost of $500 should be submitted to the County Project Manager for approval or handling. County is responsible for the back flow device.

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

1. In addition to repair and replacement, Contractor must:

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

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

E. In order to ensure the operability of the irrigation system, Contractor shall sequence controller(s) to each station manually to check the function of all facets of the irrigation system monthly and report any damage, malfunctioning equipment, and/or incorrect operation to the County's Project Manager or his designee. During the testing, Contractor shall:

   1. Adjust all sprinkler heads for correct coverage to prevent excessive runoff and/or erosion and to prevent the spread onto roadways, sidewalks, hard surface areas, and private property.
   2. Unplug clogged heads and flush lines monthly and after each repair. Unless otherwise specified on the specification sheets.
   3. All system malfunctions, damage, and obstructions shall be reported to County's Project Manager or designee and corrective action taken in a timely manner, not to exceed 48 hours after notification.

F. Contractor shall repair/replace malfunctioning quick couplers, manual or automatic valves, and sprinkler heads within one (1) watering cycle irrigation damage shall be repaired or replaced with same size, and quantity or substitutes approved by County Project Manager prior to installation.

G. Contractor shall respond to malfunctioning irrigation systems and equipment within two (2) hours of identification or following verbal notification. Extensive repair must be completed within thirty-six (36) hours unless otherwise authorized by Contract Program Director or designee.

H. Contractor shall control the irrigation system during inclement weather conditions and limit the use of water concurrent with the weather situation to the satisfaction of the County Project Manager or designee.

### 3.9 Disease/Insect Control

A. All landscaped areas shall be maintained free of disease and insects that could cause damage to plant materials including but not limited to trees, shrubs, ground cover and turf.

B. Contractor Project Manager or designee shall be notified immediately of any disease, insects, or unusual conditions that might develop.

C. A disease control program to prevent all common diseases from causing serious damage shall be provided on an as-needed basis. Disease control shall be achieved utilizing materials and rates recommended by a licensed Arborist.

D. An insect control program to prevent all common insects from causing damage shall be provided on an as-needed basis. Insect control shall be achieved utilizing materials and rates recommended by a licensed California Pest Control Adviser.

### 3.10 Rodent Control

All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems.

## 4.0 SPECIALTY SERVICE REQUIREMENTS

### 4.1 Chemical Edging/Detailing

A. Frequency: Once every two (2) months, April to September; once every three (3) months, October to March.

B. Chemical application may be used in and around areas such as planters, areas adjacent to buildings, trees, fence lines, sprinkler heads, etc. Prior to application of chemicals, all areas shall be trimmed to proper mowing heights. Chemicals shall be applied in a manner to limit drift to six (6) inches. Precautionary measures shall be employed since all areas will be open to the public during application.

C. Spot treat with a portable sprayer or wick wand using an effective herbicide approved by County's Project Director or his designee and applied per manufacturer's recommendation.

D. All work involving chemicals shall be provided as identified in Section 6.0 of SOW.

## 4.2 Trimming and Crowning of Trees

A. Trees

1. All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Trees should be trimmed to maintain a sufficient clearance from buildings, security cameras, and to minimize potential safety hazards. Palm trees shall be maintained in accordance with section 4.2, paragraph A, subparagraph 1(f) below.

    a) Contractor shall submit to County Project Manager a schedule of tree trimming services to occur during the first three years of contract term, within the first 90 days of implementation. County Project Manager may request adjustments to the schedule during the three-year term.
    b) Maintain trees to achieve a fourteen (14) foot vertical clearance for all branches within the landscaped areas and sixteen (16) foot vertical clearance for branches overhanging beyond curb line into the paved section of roadways. Trees should be trimmed away from roof, fence or obstacles and away from private property.
    c) All wounds one (1) inch in diameter or over shall be painted with asphaltic base tree paint immediately after pruning.
    d) Remove all new growth on trees up to the appropriate height clearances.
    e) Remove all dead, diseased, and unsightly branches and trees. Trees to be removed shall have a caliper of three (3) inches or less measured six (6) inches above the ground level.
    f) Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times.

B. Staking and Tying/Materials Used

1. Damaged trees shall be staked and tied within twenty-four (24) hours.
2. Replace missing or damaged stakes where the tree diameter is less than three (3) inches within five (5) days.
3. Stake in those cases where tree has been damaged and requires staking for support.

4. Stake new trees or recently planted trees that have not been previously staked.
5. Tree stakes, two (2) per tree, shall be pentachlorophenol treated lodge pole pine not less than eight (8) feet in length for five (5) gallon size trees; not less than ten (10) feet for fifteen (15) gallon size trees.
6. Guy wires where required and plant ties will be of pliable, zinc-coated, ten (10) gauge wire, two (2) per tree.
7. Hose for covering wire shall be either new or used garden hose at least one-half (l/2) inch in diameter (hose ties should allow for minimum of three (3) additional inches of clearance beyond the diameter of the branch or trunk being secured).
8. Stakes will not be placed closer than eight (8) inches from the trunk of the tree.
9. Stakes and ties will be placed so no chafing of bark occurs.

## 4.3 Aerification

A. Frequency: Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee.

B. Aerate all turf areas by using a device that removes cores to a depth of two (2) inches at no more than six (6) inch spacing.

C. Aerification may be required immediately after vertical (thatch removal) operation and just prior to over seeding and fertilization.

D. All cores shall be removed from the turf and disposed of off-site or thoroughly pulverized within twenty-four (24) hours after aerating.

## 4.4 Fertilization

A. Frequency: Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager.

B. All fertilization shall be approved by County Project Manager or designee prior to its application.

C. Application of fertilizer shall be done in sections, determined by the areas covered by each irrigation system.

D. All areas fertilized shall be thoroughly soaked immediately after fertilization.

E. All turf areas shall receive not less than one (l) pound of actual available nitrogen in a balance fertilizer form for each one thousand

(l,000) square feet of turf area. All fertilizer shall be inorganic and granular in form with an approximate ratio of 4-1-2.

F. Areas shall be fertilized utilizing ratios and mixtures per manufacturer's recommendation.

G. Apply fertilizer/micro-nutrient within the drip line to provide healthy color. Fertilizer shall be organic and granular in form without trace elements.

H. Apply fertilizer/micro-nutrient to provide a healthy color to all shrubs. Foliar feeding may be used if applicable.

I. Fertilizer should be organic and granular in form without trace elements.

J. Areas shall be fertilized utilizing ratios and mixtures recommended by the manufacturer.

### 4.5 Renovation/Vertical Mowing

A. Frequency: As requested by County at an agreed to additional cost.

B. Care shall be taken to avoid unnecessary or excessive injury to the turf grass. Contractor shall be responsible for turf damage.

C. Sweep or rake the dislodged thatch from the turf areas and remove from site.

D. Standard renovating or vertical mowing type equipment shall be used. Flail or mulching type equipment may be used where it is most beneficial to the lawn.

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

F. Renovate to the soil line and remove all excessive thatch in turf areas.

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

H. Areas to be over seeded will be seeded utilizing blends or mixtures at the rate of application recommended by County Project Manager.

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

### 4.6 Cultivating

A. Frequency: As needed.

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

### 4.7 Turf Reseeding/Restoration of Bare Areas

A. Frequency: As requested by County at an agreed additional cost.

B. Seed all damaged, vandalized, or bare areas to reestablish turf to an acceptable quality.

C. Areas to be seeded utilizing blends or mixtures at the rate application recommended by County Project Manager.

D. Stolonize bare areas with Adlayd Turf (Paspalum vaginatum) at the rate recommended by the County Project Manager.

## 5.0 PLANT MATERIALS

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

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

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

5.4 Where caliper or other dimensions of any plant material are omitted from the Plant List, it shall be understood that these plant materials shall be normal stock for type listed. They must be sturdy enough to stand safely without staking.

5.5 Plant materials shall be symmetrical, and/or typical for variety and species, and conform to measurements specified in the Plant List.

5.6 All plant materials must be provided from a licensed nursery and shall be subject to acceptance by the County Project Manager or designee.

5.7 Plant Materials Guarantee - All shrubs shall be guaranteed to live and remain in healthy condition from the date of planting by the Contractor.

## 6.0 USE OF CHEMICALS

6.1 All work involving the use of chemicals shall be in compliance with all federal, state, and local laws.

6.2 A listing of proposed chemicals, including commercial name, application rate and type of usage shall be submitted to County Project Manager or designee for approval at the commencement of the contract. No work shall begin until written approval of use is obtained from County Project Manager or designee.

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

6.4 Records of all operations stating dates, times, methods of applications, chemical formulations, applicator's names, and weather conditions shall be made and retained in accordance with Sub-paragraph 8.37, Record Retention And Inspection/Audit Settlement, of the Sample Contract.

6.5 All chemicals requiring a special permit for use must be registered with the County Agricultural Commissioner and a permit obtained with a copy to the County Project Director or designee.

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

6.7 Chemicals shall be applied when air currents are still; thus, preventing drift onto adjacent property and preventing any toxic exposure to persons whether or not they are in or near the area of application.

## 7.0 WASTE REMOVAL

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

7.2 Contractor shall be required to empty and reline trash receptacles as identified in Facility and Landscape Specification Sheets, Exhibit C of this Contract. Contractor is responsible for replacing trash liners in trash receptacles.

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

## 8.0 AS-NEEDED SERVICES

8.1 The County Project Manager or designee may authorize the Contractor to perform as-needed services, including, but not limited to, repairs and replacements as necessary, due to extraordinary incidents such as vandalism, acts of God, and third party negligence; or improvements in order to add new facilities or modifying existing facilities.

8.2 If the County Project Manager or designee determines that the required work resulting from vandalism, acts of God, or third party negligence can be performed by Contractor's staff, the County Project Manager or designee may temporarily modify the Contractor's work schedule in order to complete the as-needed services.

8.3 Prior to performing any as-needed services, the Contractor shall prepare and submit a written description of the work including an estimate of labor and materials to County Project Manager or designee. No as-needed services shall commence without prior written authorization by County Project Manager. Contractor shall be compensated at the labor rates identified in Exhibit B - Pricing Sheet(s).

8.4 All as-needed services shall commence on the established specified date and Contractor shall proceed diligently to complete said work within the time allotted. Contractor will not be compensated for services not authorized by County Project Manager or designee.

8.5 The County reserves the right to perform the services itself or assign the services to another Contractor.

## 9.0 EMERGENCY SERVICES

9.1 When a condition exists, which poses imminent danger or injury to the public or damage to property, Contractor shall contact the County’s Project Manager immediately upon discovery and obtain approval by County’s Project Manager prior to starting work. A written estimate shall be sent within a reasonable timeframe after completion of the emergency services.

9.2 Contractor shall bill for emergency services on a separate invoice from its monthly invoice in the month immediately after completion of the emergency services.

9.3 Contractor shall respond immediately to calls for all emergency services requests and be at the site within two (2) hours of notification by County, on any day, at any time.

9.4 Contractor shall not perform any emergency services without prior approval of Contract Manager.

## 10.0 MAINTENANCE REPORTS

10.1 Contractor shall submit with monthly invoice, a report indicating the maintenance operations described in this SOW are completed when any of the services are performed. This report shall include, at a minimum, the following information:

A. Quantity and complete description of **all** commercial and organic fertilizer(s) used.
B. Quantity and label description of **all** grass seed used.
C. Quantity and complete description of **all** soil amendments used.
D. A valid licensed Agricultural Pest Control Advisor's recommendation and copies of corresponding pesticide use necessary to perform the services described herein.

10.2 Contractor shall submit quarterly irrigation inspection reports to the County Project Manager or designee not later than the tenth day of the month following the end of a quarter.

## 11.0 CONTRACTOR RESPONSIBILITY

### 11.1 Contractor Personnel

A. Contractor shall assign a sufficient number of employees to perform the required services at County Facilities identified in Exhibit C, Facility and Landscape Specification Sheets.

B. Principal Landscaper

1. Contractor shall designate (1) one employee as principal landscaper with full responsibility for directing the entire crew on his/her shift.
2. Each principal landscaper shall be authorized to act for Contractor in every detail and must speak and understand English.

C. Contractor Supervisor

1. Contractor shall provide a thoroughly trained Supervisor or Lead Person who is knowledgeable in all aspects of the County's landscape services.
2. Supervisor or Lead Person shall visit Facilities during and after working shifts.
3. Supervisor or Lead Person must be available to County by cell phone or pager during all working shifts, 365 days per year, 24 hours a day.
4. The Supervisor or Lead Person must be able to effectively communicate in English, both orally and in writing.
5. Supervisor or Lead Person shall have access to Contractor's Project Manager during all hours of shift coverage, 365 days per year.

D. Arborist

Contractor shall provide or have access to a licensed arborist to inspect trees and provide written reports to County at County's request.

E. Contractor shall notify County's Contract Monitor , District Manager, and Contract manager when contract personnel assigned to the Contract are out on a scheduled or unscheduled absence or has terminated employment. Contractor is to provide the name of the substitute employee. Contractor shall ensure substitute employee obtains a County Identification (ID) badge prior to providing services.

F. All services requiring licenses and/or certifications will be performed by properly trained, licensed and certified personnel.

G. Contractor shall provide and require every employee to wear an appropriate uniform with the company identification at all times. County shall approve uniforms prior to contract start date.

H. Contractor shall require every on-duty employee to wear a visible photo identification badge issued by the County. Such badge shall be displayed on employee's person at all times he/she is on County designated property.

## 11.2 Facility Work Requirements

A. Contractor shall maintain a current and valid California-issued Contractor Classification C-27 and pest control business license throughout the duration of the entire term of the Contract.

B. Contractor recognizes that during the course of this contract, County personnel and/or other Contractors may conduct other activities and operations. These activities may include, but not be limited to, landscape refurbishment, modification or repair, construction and/or storm related operations. Contractor may be required to modify or curtail certain tasks and operations and shall promptly comply with any request by the County Project Manager.

C. Contractor shall perform a weekly maintenance inspection during daylight hours of all areas within the landscaped area. Such inspection shall be both visual and operational. It shall include operation of all irrigation systems checking for proper condition and reliability. Contractor shall take immediate steps to correct any observed irregularities, and submit a written report regarding such circumstances to the County Contract Monitor and County Project Manager.

D. The purchase of all materials, supplies, vehicles, and equipment necessary to provide the required services is the responsibility of the Contractor. Contractor certifies that all furnished landscape supplies are not harmful to the plants, trees and surfaces being serviced. Contractor shall use materials and equipment that are safe for the environment and safe for use by Contractor employees. All materials and supplies are subject to County approval.

**11.3 Training**

A. Contractor shall provide training programs for all new employees and continuing in-service training for all employees, including, but not limited to visual aids, dealing with the diverse maintenance needs of a facility. Contractor must provide County Project Manager with a summary of course material and training schedules for its employees upon request.

B. Contractor personnel shall be trained in their assigned tasks and in safety in the work place. All Contractor personnel must work in accordance with Federal, State, and local statutes and directives. Contractor must comply with and maintain the Injury and Illness Prevention Program (IIPP) standards and records in accordance with Federal and State OSHA requirements. Contractor shall provide proof of training and IIPP records upon County request.

C. Contractor is responsible for ensuring that personnel are kept current and properly trained on all appropriate technologies, both existing and new.

D. Contractor shall ensure that personnel be trained to render a high degree of courteous and efficient service. Contractor shall control the conduct, demeanor and appearance of all its officers, agents and employees and representatives.

### 11.4 County Required Meetings

A. Contractor's Project Manager or Supervisor shall meet with County's Project Manager or designee monthly or as determined by County to evaluate landscape and related services. Contractor's representative must be familiar with all facilities included in the contract and be able to address issues related to Contractor's services. Contractor and County will then mutually determine a corrective course of action and timeframe to remedy any problems found.

B. Contractor's Project Manager or designee shall be available to attend all daytime landscape services orientations with County Facility Managers. This shall include new facilities that are added to Contractor's services.

### 11.5 Contractor's Office

Contractor shall maintain an office, within the County of Los Angeles, with a telephone in the firm name by which the Contractor conducts business. The office shall be staffed during normal business hours by at least one employee who can respond to inquiries and complaints, which may be received about the Contractor's performance of the Contract work. Contractor shall ensure County can access Contractor when the office is closed, by maintaining an answering service, and/or equipping the designated employee with a cellular phone and/or a pager to receive calls regarding the Contractor's performance of the Contract work. The Contractor shall answer calls received by the answering service, cellular phone, or pager within two (2) hours of receipt of the call**.** Failure to respond within the two-hour time frame will be cause for assessment in accordance with the Procurement Requirements Summary (PRS).

## 12.0 COUNTY RESPONSIBILITIES

### 12.1 Furnished Items

County may provide storage facilities for Contractor's use, as determined by County. In the event said facilities are provided, Contractor's use thereof shall be only for the purpose of storing equipment and materials required for maintenance. Contractor is prohibited from use of said storage facilities or any other County property for the conduct of his/her business interests that

are not directly related to, or required by the contract. Contractor assumes all risks of loss and damage to materials and equipment stored.

12.2 County does not anticipate assigning any County employee to Contractor on a full time basis. County personnel will be made available to the Contractor at the County Project Manager's discretion, to answer questions and provide a necessary liaison between Contractor and County. County will provide all utilities, including gas, electricity, and water for on-site facilities. County will provide no utilities or phones to Contractor if off-site facilities are used.

## 13.0 MAINTENANCE SCHEDULES

13.1 Contractor shall submit a work schedule for each facility to the County Project Manager within ten (10) days prior to start of Contract. Thereafter, work schedules shall be set on by January of each year identifying all the required on-going maintenance tasks and frequencies of work. The schedules shall delineate the time frames for the maintenance function by day of the week, morning, and afternoon.

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

13.3 Contractor shall provide any specialty type maintenance that is a result of poor workmanship by Contractor, to bring landscaped areas up to the level of well-manicured and clean, at Contractor's expense as determined by County.

## 14.0 GREEN INITIATIVES

Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits. In using the County's Facilities, the Contractor will develop and adhere to an energy conservation plan that is consistent with County policy. Contractor shall notify County's Project Manager of Contractor's new green initiatives prior to the contract commencement.

## 15.0 ADDITION/DELETION OF FACILITIES/ADDITIONAL WORK

County reserves the right to add or delete Facilities, adjust staffing requirements and/or Facility operating hours during the Contract Term. All changes must be made in accordance with the Contract, Paragraph 8, Standard Terms and Conditions, Amendments, Sub-paragraph 8.1 Amendments.

Any additional work as a result of Addition/Deletion of facilities shall be billed at the rates submitted for additional services in Exhibit B, Pricing Sheets.

## 16.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The plan shall be submitted to the County's Project Manager for review within five (5) working days of the start of the contract. The plan shall include the following:

16.1 Method of monitoring to ensure that Contract requirements are being met.

16.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County Project Manager on a monthly basis.

16.3 Methods of continuing to ensure services to the County in the event of a strike by the Contractor's employees.

## 17.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in Contract, Paragraph 8, Terms and Conditions, Sub-Paragraph 8.15, County's Quality Assurance Plan.

### 17.1 Monthly Meetings

Contractor is required to attend (Monthly) meetings with County Project Manager and/or designees. Contractor may be required to attend additional meetings to discuss service level deficiencies or contract issues within 24-hour notice.

### 17.2 Contract Discrepancy Report (CDR)

Verbal Notification of a Contract discrepancy will be made to the Contractor's Project Manager as soon as possible whenever a Contract discrepancy is identified. The problem will be resolved within a time period established by County.

The verbal notification may be followed with a formal CDR, as provided in Exhibit 1, at the discretion of the County's Contract Project Manager. The CDR will indicate the contract discrepancy, the Contractor's response and the correction due date for each discrepancy noted.

Upon receipt of the CDR, the Contractor is required to respond in writing to the County's Project Manager or designee within 24 hours, acknowledging the reported discrepancies or presenting contrary information. If Additional time will be required to complete the correction(s), this must also be indicated in the response. Approval of any additional time for completions will be at the County's discretion.

### 17.3 County Observations

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

### 17.4 Methods of Monitoring

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

- Sampling
- One hundred percent (100%) inspection of output items on a periodic basis (daily, weekly, monthly, etc.) using Exhibit 3, Landscape Maintenance Certification as determined necessary to assure a sufficient evaluation of Contractor performance.
- Customer complaints or public complaints.

### 17.5 Unacceptable Performance

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

- When the County Contract Monitor determines that the performance is unacceptable, the County Contract Monitor shall notify Contractor of the discrepancy.
- Contractor must correct the problem within the time frame directed by the County Contract Monitor.
- The County Contract Monitor will perform a follow-up inspection and will evaluate Contractor's corrective action.
- If the problem has not been corrected, the County Contract Monitor will prepare a CDR with the deadline for completion. Failure to respond to CDR may result in an assessment for non-compliance as set forth in this.
- County Project Manager determines assessment, if any. And assessment letter will be sent to the Contractor.

## 18.0 PERFORMANCE REQUIREMENTS SUMMARY

All listings of services used in Exhibit 2 – Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the SOW, and not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any services seems to be created in the PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on the Contractor.

When the Contractor's performance does not conform to the requirements of this Contract, the County will have the option to apply the following non-performance remedies:

- Require Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to the acceptable level and monitoring methods to prevent recurrence.
- Reduce payment to Contractor by a computed amount based on the damage fee(s) in the PRS Chart.
- Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within five (5) days shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said services(s), as determined by the County, shall be credited to the County on the Contractor's future invoices.

This section does not preclude the County's right to terminate the contract upon ten (10) days written notice with or without cause, as provided for in Contract, Paragraph 8, Terms and Conditions, Sub-paragraph 8.42, Termination for Convenience.

EXHIBIT 1

## CUSTODIAL SERVICES DIVISION

# CONTRACT DISCREPANCY REPORT

**CONTRACTOR RESPONSE DUE WITHIN 24 HOURS**

| | | | |
|---|---|---|---|
| **Facility Name:** | **Address:** | | **Date of Inspection:** |
| **Contractor:** | **Contract No.** | **Contract Monitor:** | **CSD Dist #** |
| **Contact Person:** | **Telephone: ( ) -** | **District Manager Signature:** | |
| **Report Transmitted to Fax #: ( ) -** | | **Fax: ( ) -** | |

A contract discrepancy(s) is specified below. The contractor will take corrective action and respond back to ISD Custodial Division Contact Person identified above by the date required. Failure to take corrective action or respond to this Contract Discrepancy Report by the date specified may result in the deduction of damages.

| No. | Contract Discrepancy | Contractor's Response | County Use Only | |
|---|---|---|---|---|
| | | | Date Correction Due | Date Completed |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |

*Contractor's Representative Signature* *Date Signed*

| **Additional Comments:** |
|---|
| |
| |

# PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

| REFERENCE/ REQUIRED SERVICE | STANDARD OF PERFORMANCE | MONITORING METHOD | DEDUCTIONS/FEES TO BE ASSESSED |
|---|---|---|---|
| Contract: Paragraph 5.5.4 Invoice and Payments, submission of Invoices. | Monthly Invoices are received and approved by the County by the 15th calendar day of the month following the month of services | Invoices are received in County office by the due date. | $100 per occurrence |
| Contract: Paragraph 5.5.4 Invoice and Payments, submission of Invoices. | Invoices for as needed and/or additional work are received and approved by the County within 30 days of the date service is performed. | Invoices are received in County office by the due date. | $100 per occurrence |
| Contract: Paragraph 7. 2 Approval of Contractor's Staff | County's approval of staff. | Inspection and Observation | $50 per occurrence |
| Contact: Paragraph 7.4.1 Background and Security Investigations | Contractor's staff must pass background checks. Fees at expense of Contractor. | Inspection and Observation | $50 per occurrence |
| Contact: Paragraph 7.4.2 & 7.4.3 Background and Security Investigations | Contractor's staff not passing background checks are not to work at County facilities and shall be removed from County facilities. | Inspection and Observation | $50 per occurrence |
| Contract: Paragraphs 8.24 & 8.25 General Insurance Requirements | Compliance with Contract Insurance Requirements | Receipt of document | $100 per occurrence; possible termination for default of contract. |
| Contract: Paragraph 8.34 Notices | Contractor to submit notices of changes in personnel to County. | Receipt of document | $50 per occurrence |
| Contract: Paragraph 8.38 Record Retention & Inspection/Audit Settlement | Contractor to maintain all required documents as specified in Sub-paragraph 8.37. | Inspection of files | $100 per occurrence; possible termination for default of contract. |
| Contract: Paragraph 8.40 Subcontracting | Contractor shall obtain County's written approval prior to subcontracting any work. | Inspection & Observation | $100 per occurrence; possible termination for default of contract |
| Contract: Paragraph 9.1 Contractor's Compliance with Living Wage | Contractor to be in compliance with County's Living Wage Program. | Inspection & Observation | $100 per occurrence; possible termination for default of contract. |

## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

| REFERENCE/ REQUIRED SERVICE | STANDARD OF PERFORMANCE | MONITORING METHOD | DEDUCTIONS/FEES TO BE ASSESSED |
|---|---|---|---|
| SOW Section 3.1 Mowing | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 3.2 Edging/Detailing/ Weed Control | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 3.3 Weed Control | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 3.4 Litter Control | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 3.5 Raking | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 3.6 Pruning of Trees, Hedges and Ground Cover | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 3.7 Watering | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 3.8 Irrigation System Maintenance | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 3.9 Disease/Insect Control | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 3.10 Rodent Control | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 4.1 Chemical Edging/Detailing | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 4.2 Trimming and Crowning of Trees | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |

## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

| REFERENCE/ REQUIRED SERVICE | STANDARD OF PERFORMANCE | MONITORING METHOD | DEDUCTIONS/FEES TO BE ASSESSED |
|---|---|---|---|
| SOW Section 4.3 Aerification | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 4.4 Fertilization | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 4.5 Renovation/Vertical Mowing | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 4.6 Cultivating | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 4.7 Turf Reseeding/Restoration of Bare Areas | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 5.0 Plant Materials | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 7.0 Waste Removal | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 9.0 Emergency Services Requests | 100% Contractor response within 2 hours of notification by County. | Observation of Response | $50 per occurrence |
| SOW Section 10.0 Maintenance Reports | 100 % Completion of Required Services | Acceptance and Inspection of Reports | $50 per occurrence |
| SOW Section 11.1.B Contractor Personnel | Provide Principal Landscaper/must read, speak and understand English. | Inspection & Observation | $50 per occurrence |
| SOW Section 11.1.C. Contractor Supervisor | Provide a Supervisor accessible all hours 365 days/year. Must read, speak and understand English. Notify County of Changes to Project Manager. | Inspection and Observation | $50 per occurrence |

## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

| REFERENCE/ REQUIRED SERVICE | STANDARD OF PERFORMANCE | MONITORING METHOD | DEDUCTIONS/FEES TO BE ASSESSED |
|---|---|---|---|
| SOW Section 11.1.G Uniforms | Contractor to ensure all employees wear approved uniforms and County issued ID badges. | Inspection and Observation | $50 per occurrence |
| SOW Section 11.3 Training | Provide Training Programs for new employees. | Provide copies of Programs upon County request | $50 per occurrence |
| SOW Section 11.4 County required meetings | Contractor attendance at all monthly or as required County meetings. | Observation of Attendance | $50 per occurrence |
| SOW 11.5 Contractor Office. | Contractor to maintain office in Los Angeles County. Must be staffed 8-5 Monday-Friday. When closed, must have answering service, cellular phones or pager to respond to County calls within 2 hours. | Inspection and Observation | $50 per occurrence |

**EXHIBIT 3**

## LANDSCAPE MAINTENANCE CERTIFICATION

I (We) hereby certify under penalty of perjury that the work within the facilities specified under the provisions of County Contract No. _____ has been performed in accordance with the specifications of said Contract for the month of _____, 20_____, and that:

| | | Yes | No | Initial |
|---|---|---|---|---|
| 1. | Not less than the living wages, as determined by the LA County Living Wage Ordinance, have been paid to personnel employed to do this work. | ____ | ____ | ____ |
| 2. | All On-Going Maintenance tasks have been completed as provided for in the Scope or Work and Specifications. | ____ | ____ | ____ |
| 3. | Irrigation systems have been checked for operability and that the following are functioning properly: | | | |
| | a) Irrigation lines | ____ | ____ | ____ |
| | b) Valves | ____ | ____ | ____ |
| | c) Sprinkler heads | ____ | ____ | ____ |
| | d) Controllers | ____ | ____ | ____ |
| 4. | Has spraying and/or use of chemicals occurred? ☐ Yes ☐ No<br>If yes: | | | |
| | a) Have copies of the Pest Control Agent's written recommendations been sent to the County Contract Monitor? | ____ | ____ | ____ |
| | b) Have copies of the Pesticide Use Report been sent to the County Contract Monitor? | ____ | ____ | ____ |
| | c) Have Copies of restricted use permits been sent to the County Contract Monitor? | ____ | ____ | ____ |
| 5. | Have specialty type maintenance services been requested? ☐ Yes ☐ No<br>If yes: | | | |
| | a) Has County Contract Monitor been notified in writing? | ____ | ____ | ____ |
| | b) Has quantity and complete description of materials used been sent to County Contract Monitor? (if applicable) | ____ | ____ | ____ |
| 6. | Has the work schedule provided changed? ☐ Yes ☐ No<br>If yes: | | | |
| | a) Has the County Contract Monitor been notified? | ____ | ____ | ____ |

7. COMMENTS

_____

_____

_____

_____ _____

Company Authorized Representative Date

**EXHIBIT B**

# PRICING SHEET

**SEPCO EARTHSCAPE INC.**
**PRICING SHEET**
**REGION 3**

**EXHIBIT B**

| BIS No. | FACILITY | DEPARTMENT | ADDRESS | CITY | MONTHLY COST |
|---|---|---|---|---|---|
| 03633 | 1 | P&CS/ Auto Park #93 | 9951 E. Flower. St. | Bellflower | $ 594.00 |
| 03638 | 2 | Health Services/Bellflower Health Center | 10005 E. Flower St. | Bellflower | $ 515.00 |
| 05193 | 3 | DPSS/Compton AP District Office | 211 E. Alondra Blvd. | Compton | $ 845.00 |
| 10796 | 4 | DPSS/Auto Park #61 | 228 E. Alondra Blvd. | Compton | $ 490.00 |
| 05218 | 5 | DPSS/Cudahy AP District Office | 8130 S. Atlantic Blvd. | Cudahy | $ 420.00 |
| 01300 | 6 | CEO/Rancho Los Amigos Hospital (South Campus) | 7601 Imperial Hwy. | Downey | $ 8,962.00 |
| 01303 | 7 | Sheriff/Office of County Safety | 13001 Dahila St. | Downey | $ 522.00 |
| 01306 | 8 | Sheriff/South Crime Laboratory | 7717 Golondrinas St. | Downey | $ 530.00 |
| 01317 | 9 | Health Services/Rancho Childcare Center | 7755 Golondrinas St. | Downey | $ 644.00 |
| 04227 | 10 | Animal Care & Control Headquarters | 5898 Cherry Ave., | Long Beach | $ 544.00 |
| 05267 | 11 | DPSS/Auto Park #62 | 1740 Gave Ave. | Los Angeles | $ 490.00 |
| 10526 | 12 | Community and Senior Services/ Florence-Firestone Service Center | 7807 S. Compton Blvd. | Los Angeles | $ 680.00 |
| 05284 | 13 | DPSS/South Central AP District Office | 10728 S. Central Ave. | Los Angeles | $ 630.00 |
| 04008 | 14 | Courts/Lynwood Court | 11701-7 S. Alameda St. | Lynwood | $ 2,820.00 |
| 10421 | 15 | Registrar Recorder/Hufford Building | 12400 Imperial Hwy. | Norwalk | $ 2,995.00 |
| 04154 | 16 | DPSS/Norwalk Auto Park | 12819 Norwalk Blvd. | Norwalk | $ 390.00 |
| 01316 | 17 | Public Health/Public Health Laboratory | 12750 Erickson Ave. | Downey | $ 1,160.00 |
| 10525 | 18 | Community and Senior Services/ Willowbrook Senior Center | 12915 S. Javis Ave. | Los Angeles | $ 760.00 |
| | | | | **TOTAL** | **$ 23,991.00** |

| **ADDITIONAL SERVICES*** | |
|---|---|
| **SERVICE** | **RATE ($)** |
| Facility Additions - Staffing | $ |
| Landscape Laborer (Hourly Rate) | $ 25.00/hr. |
| Principal Landscaper (Hourly Rate) | $ 35.00/hr. |
| Supervisor (Hourly Rate) | $ 45.00/hr. |

* These rates shall be fully burdened.

EXHIBIT C

# FACILITY AND LANDSCAPE SPECIFICATION SHEETS

| **Region 3 Facility No. 1** | |
|---|---|
| **Department/Facility** | P&CS/Auto Park #93 |
| **Address** | 9951 E. Flower St., Bellflower, CA 90706 |
| **Days/Hours of Operation** | Weekly: All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 30 |
| Number of Palm Trees | 0 |
| Number of Planters | 1 |
| Shrubs | Yes |
| Hedges | No |
| Grass | No |
| Irrigation System | Yes |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Weekly |
| 3.4 Litter Control | Weekly |
| 3.5 Raking | Weekly |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| Hand watering is required at this site. |

FOS District #: _____
Contract Monitor: _____

| **Region 3 Facility No. 2** | |
|---|---|
| **Department/Facility** | Health Services/Bellflower Health Center |
| **Address** | 10005 E. Flower St., Bellflower, CA 90706 |
| **Days/Hours of Operation** | Weekly: All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 30 |
| Number of Palm Trees | 0 |
| Number of Planters | 1 |
| Shrubs | Yes |
| Hedges | No |
| Grass | Yes |
| Irrigation System | Yes |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Weekly |
| 3.4 Litter Control | Weekly |
| 3.5 Raking | Weekly |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| Hand watering is required at this site. |

FOS District #: _____
Contract Monitor: _____

| **Region 3 Facility No. 3** | |
|---|---|
| **Department/Facility** | Public Social Services/Compton AP District Office |
| **Address** | 211 E. Alondra Blvd., Compton, CA 90220 |
| **Days/Hours of Operation** | Weekly: All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 37 |
| Number of Palm Trees | 0 |
| Number of Planters | 9 |
| Shrubs | Yes |
| Hedges | Yes |
| Grass | Yes |
| Irrigation System | Yes |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Weekly |
| 3.4 Litter Control | Weekly |
| 3.5 Raking | Weekly |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| |

FOS District #: _____
Contract Monitor: _____

| **Region 3 Facility No. 4** | |
|---|---|
| **Department/Facility** | Public Social Services/Auto Park #61 |
| **Address** | 228 E. Alondra Blvd., Compton, CA 90220 |
| **Days/Hours of Operation** | Weekly: All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 5 |
| Number of Palm Trees | 1 |
| Number of Planters | 0 |
| Shrubs | Yes |
| Hedges | Yes |
| Grass | No |
| Irrigation System | Yes |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Weekly |
| 3.4 Litter Control | Weekly |
| 3.5 Raking | Weekly |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| |

FOS District #: _____
Contract Monitor: _____

| **Region 3 Facility No. 5** | |
|---|---|
| **Department/Facility** | Public Social Services/Cudahy AP District Office |
| **Address** | 8130 S. Atlantic Ave., Cudahy, CA 90201 |
| **Days/Hours of Operation** | Weekly: All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 5 |
| Number of Palm Trees | 0 |
| Number of Planters | 2 |
| Shrubs | Yes |
| Hedges | Yes |
| Grass | Yes |
| Irrigation System | Yes |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Weekly |
| 3.4 Litter Control | Weekly |
| 3.5 Raking | Weekly |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| |

FOS District #: _____
Contract Monitor: _____

| **Region 3 Facility No. 6** | |
|---|---|
| **Department/Facility** | CEO/Rancho Los Amigos Hospital (South Campus) |
| **Address** | 7601 Imperial Hwy., Downey, CA 90242 |
| **Days/Hours of Operation** | Daily (M-F): All work to be done during daylight hours |

| Description | Required Maintenance |
|---|---|
| Number of Trees | 338 |
| Number of Palm Trees | 113 |
| Number of Planters | 22 |
| Shrubs | Yes |
| Hedges | Yes |
| Grass | Yes |
| Irrigation System | Yes |

| General Service Requirements | Frequency |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Daily (M-F) |
| 3.4 Litter Control | Daily (M-F) |
| 3.5 Raking | Daily (M-F) |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| All median strips are watered by timer. All other irrigation systems are manual. Due to ongoing construction the irrigation systems bordered by Amigos St. on the North, Rives St. on the East, Golondrinas on the South, and Erickson on the West are no longer operating. The irrigation system at 12802 Erickson and some park areas within the South Campus requires hand watering. There is no irrigation on the vacant land East of Amigos Hall. This area is serviced by “REQUEST ONLY”. Hand watering required at this site. |

FOS District #: _____
Contract Monitor: _____

| **Region 3 Facility No. 7** | |
|---|---|
| **Department/Facility** | Sheriff/Office of County Safety |
| **Address** | 13001 Dahlia St., Downey, CA 90242 |
| **Days/Hours of Operation** | Weekly: All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 6 |
| Number of Palm Trees | 19 |
| Number of Planters | 4 |
| Shrubs | Yes |
| Hedges | Yes |
| Grass | No |
| Irrigation System | Yes |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Weekly |
| 3.4 Litter Control | Weekly |
| 3.5 Raking | Weekly |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| |

FOS District #: _____
Contract Monitor: _____

| **Region 3 Facility No. 8** | |
|---|---|
| **Department/Facility** | Sheriff/South Crime Laboratory |
| **Address** | 7717 Golondrinas St., Downey, CA 90242 |
| **Days/Hours of Operation** | Weekly: All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 35 |
| Number of Palm Trees | 3 |
| Number of Planters | 3 |
| Shrubs | Yes |
| Hedges | Yes |
| Grass | Yes |
| Irrigation System | Yes |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Weekly |
| 3.4 Litter Control | Weekly |
| 3.5 Raking | Weekly |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| Hand watering is required at this site. |

FOS District #: _____
Contract Monitor: _____

| **Region 3 Facility No. 9** | |
|---|---|
| **Department/Facility** | Health Services/Rancho Childcare Center |
| **Address** | 7755 Golondrinas St., Downey, CA 90242 |
| **Days/Hours of Operation** | Weekly: All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 36 |
| Number of Palm Trees | 0 |
| Number of Planters | 2 |
| Shrubs | Yes |
| Hedges | Yes |
| Grass | Yes |
| Irrigation System | Yes |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Weekly |
| 3.4 Litter Control | Weekly |
| 3.5 Raking | Weekly |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| |

FOS District #: _____
Contract Monitor: _____

**ISD** **EXHIBIT C**

Custodial Services Division **BIS #04227**

**Facility and Landscape Specification Sheet**

| **Region 3 Facility No. 10** | |
|---|---|
| **Department/Facility** | Animal Care & Control/Headquarter |
| **Address** | 5898 Cherry Ave., Long Beach, CA 90805 |
| **Days/Hours of Operation** | Weekly: All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 18 |
| Number of Palm Trees | 0 |
| Number of Planters | 4 |
| Shrubs | Yes |
| Hedges | Yes |
| Grass | Yes |
| Irrigation System | Yes |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Weekly |
| 3.4 Litter Control | Weekly |
| 3.5 Raking | Weekly |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| |

FOS District #: _____

Contract Monitor: _____

| **Region 3 Facility No. 11** | |
|---|---|
| **Department/Facility** | Public Social Services/Auto Park #62 |
| **Address** | 1740 Gage Ave., Los Angeles, CA 90001 |
| **Days/Hours of Operation** | Weekly: All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 6 |
| Number of Palm Trees | 0 |
| Number of Planters | 2 |
| Shrubs | No |
| Hedges | Yes |
| Grass | No |
| Irrigation System | Yes |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Weekly |
| 3.4 Litter Control | Weekly |
| 3.5 Raking | Weekly |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| |

FOS District #: _____
Contract Monitor: _____

| **Region 3 Facility No. 12** | |
|---|---|
| **Department/Facility** | Community & Senior Services/Florence-Firestone Service Center |
| **Address** | 7807 S. Compton Blvd., Los Angeles, CA 90001 |
| **Days/Hours of Operation** | Weekly: All work to be done during daylight hours |

| Description | Required Maintenance |
|---|---|
| Number of Trees | 12 |
| Number of Palm Trees | 0 |
| Number of Planters | 4 |
| Shrubs | Yes |
| Hedges | Yes |
| Grass | Yes |
| Irrigation System | Yes |

| General Service Requirements | Frequency |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Weekly |
| 3.4 Litter Control | Weekly |
| 3.5 Raking | Weekly |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| Hand watering is required at this site. |

FOS District #: _____
Contract Monitor: _____

| **Region 3 Facility No. 13** | |
|---|---|
| **Department/Facility** | Public Social Services/South Central AP District Office |
| **Address** | 10728 S. Central Ave., Los Angeles, CA 90059 |
| **Days/Hours of Operation** | Weekly: All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 26 |
| Number of Palm Trees | 0 |
| Number of Planters | 13 |
| Shrubs | Yes |
| Hedges | Yes |
| Grass | Yes |
| Irrigation System | Yes |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Weekly |
| 3.4 Litter Control | Weekly |
| 3.5 Raking | Weekly |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| Hand watering is required at this site. |

FOS District #: _____
Contract Monitor: _____

| **Region 3 Facility No. 14** | |
|---|---|
| **Department/Facility** | Courts/Lynwood Court |
| **Address** | 11701-7 S. Alameda St., Lynwood, CA 90262 |
| **Days/Hours of Operation** | 3 times a week: All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 206 |
| Number of Palm Trees | 0 |
| Number of Planters | 20 |
| Shrubs | Yes |
| Hedges | Yes |
| Grass | Yes |
| Irrigation System | Yes |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | 3 times a week |
| 3.4 Litter Control | 3 times a week |
| 3.5 Raking | 3 times a week |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| |

FOS District #: _____
Contract Monitor: _____

| **Region 3 Facility No. 15** | |
|---|---|
| **Department/Facility** | Registrar Recorder/Hufford Building |
| **Address** | 12400 Imperial Hwy., Norwalk, CA 90650 |
| **Days/Hours of Operation** | Weekly: All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 271 |
| Number of Palm Trees | 0 |
| Number of Planters | 200 |
| Shrubs | Yes |
| Hedges | Yes |
| Grass | Yes |
| Irrigation System | Yes |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Weekly |
| 3.4 Litter Control | Weekly |
| 3.5 Raking | Weekly |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| |

FOS District #: _____
Contract Monitor: _____

| **Region 3 Facility No. 16** | |
|---|---|
| **Department/Facility** | Public Social Services/Norwalk Auto Park |
| **Address** | 12819 Norwalk Blvd., Norwalk, CA 90650 |
| **Days/Hours of Operation** | Weekly: All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 18 |
| Number of Palm Trees | 2 |
| Number of Planters | 2 |
| Shrubs | Yes |
| Hedges | No |
| Grass | Yes |
| Irrigation System | Yes |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Weekly |
| 3.4 Litter Control | Weekly |
| 3.5 Raking | Weekly |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| |

FOS District #: _____
Contract Monitor: _____

| **Region 3 Facility No. 17** | |
|---|---|
| **Department/Facility** | Public Health/Public Health Laboratory |
| **Address** | 12750 Erickson Ave., Downey, CA 90242 |
| **Days/Hours of Operation** | Weekly: All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 49 |
| Number of Palm Trees | 7 |
| Number of Planters | 5 |
| Shrubs | Yes |
| Hedges | Yes |
| Grass | Yes |
| Irrigation System | Yes |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Weekly |
| 3.4 Litter Control | Weekly |
| 3.5 Raking | Weekly |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| |

FOS District #: _____
Contract Monitor: _____

| **Region 3 Facility No. 18** | |
|---|---|
| **Department/Facility** | Community & Senior Center/Willowbrook Senior Center |
| **Address** | 12915 S. Javis Ave., Los Angeles, CA 90242 |
| **Days/Hours of Operation** | Bi-Weekly: All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 42 |
| Number of Palm Trees | 17 |
| Number of Planters | 25 |
| Shrubs | Yes |
| Hedges | Yes |
| Grass | Yes |
| Irrigation System | Yes |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Bi-Weekly |
| 3.4 Litter Control | Bi-Weekly |
| 3.5 Raking | Bi-Weekly |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| |

FOS District #: _____
Contract Monitor: _____

# CONTRACTOR'S EEO CERTIFICATION

Sepco Earthscape, Inc.
Contractor Name

P.O.Box 5640, Santa Monica, Ca 90409
Address

95-4712699
Internal Revenue Service Employer Identification Number

## GENERAL CERTIFICATION

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

| CONTRACTOR'S SPECIFIC CERTIFICATIONS | YES | NO |
|---|---|---|
| 1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | x | ☐ |
| 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. | x | ☐ |
| 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | x | ☐ |
| 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | x | ☐ |

Sepehr Raafat, President
Authorized Official's Printed Name and Title

Authorized Official's Signature

6-11-2013
Date

# COUNTY'S ADMINISTRATION

CONTRACT NO. _____

**COUNTY PROJECT DIRECTOR:**

| | |
|---|---|
| Name: | Yolanda Young |
| Title: | Division Manager |
| Address: | 1100 N Eastern Ave |
| | Los Angeles, CA 90063 |
| Telephone: | (323) 267-3101 |
| Facsimile: | (323) 415-8664 |
| E-mail Address: | yyoung@isd.lacounty.gov |

**COUNTY PROJECT MANAGER (CPM):**

| | |
|---|---|
| Name: | Laura Lambertson |
| Title: | Division Manager |
| Address: | 1100 N. Eastern Avenue |
| | Los Angeles, CA 90063 |
| Telephone: | (323) 267-3100 |
| Facsimile: | (323) 881-0132 |
| E-mail Address: | llambertson@isd.lacounty.gov |

**COUNTY CONTRACT MONITORS:**

| | |
|---|---|
| Name: | Various |
| Title: | Facilities Contract Monitors |
| Address: | 1100 N. Eastern Avenue |
| | Los Angeles, CA 90063 |
| Telephone: | Varies |
| Facsimile: | Varies |
| E-mail Address: | N/A |

# CONTRACTOR'S ADMINISTRATION

SEPCO EARTHSCAPE, INC.
CONTRACTOR'S NAME

CONTRACT NO. _____

**CONTRACTOR'S PROJECT DIRECTOR:**

| | |
|---|---|
| Name: | Sepehr Raafat |
| Title: | president |
| Address: | 1204 Pearl Street |
| | Santa Monica, CA 90405 |
| Telephone: | 310-345-7245 |
| Facsimile: | 310-399-1493 |
| E-mail Address: | Sepcoearthscape@aol.com |

**CONTRACTOR'S AUTHORIZED OFFICIALS:**

| | |
|---|---|
| Name: | Sepehr Raafat |
| Title: | President and CFO |
| Address: | 1204 Pearl Street |
| | Santa Monica, CA 90405 |
| Telephone: | 310-345-7245 |
| Facsimile: | 310-399-1493 |
| E-mail Address: | Sepcoearthscape@aol.com |

| | |
|---|---|
| Name: | Shireen G. Raafat |
| Title: | Vice President and Secretary |
| Address: | Same as above |
| | |
| Telephone: | 310-614-6153 |
| Facsimile: | 310-399-1493 |
| E-mail Address: | Sepcoearthscape@aol.com |

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

| | |
|---|---|
| Name: | Sepehr Raafat |
| Title: | president |
| Address: | P.O.Box 5640 |
| | Santa Monica, CA 90409 |
| Telephone: | 323-242-0700 |
| Facsimile: | 310-399-1493 |
| E-mail Address: | Sepcoearthscape@aol.com |

# CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name SEPCO EARTHSCAPE, INC. Contract No. _____

GENERAL INFORMATION:
The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:
Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:
Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: 06/11/2013
PRINTED NAME: SEPEHR RAAFAT
POSITION: PRESIDENT

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

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

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

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

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

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

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

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

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

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

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

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

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)
2.203.050 Other Provisions.

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

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.060 Enforcement and Remedies.**

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

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

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.070. Exceptions.**

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

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,

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

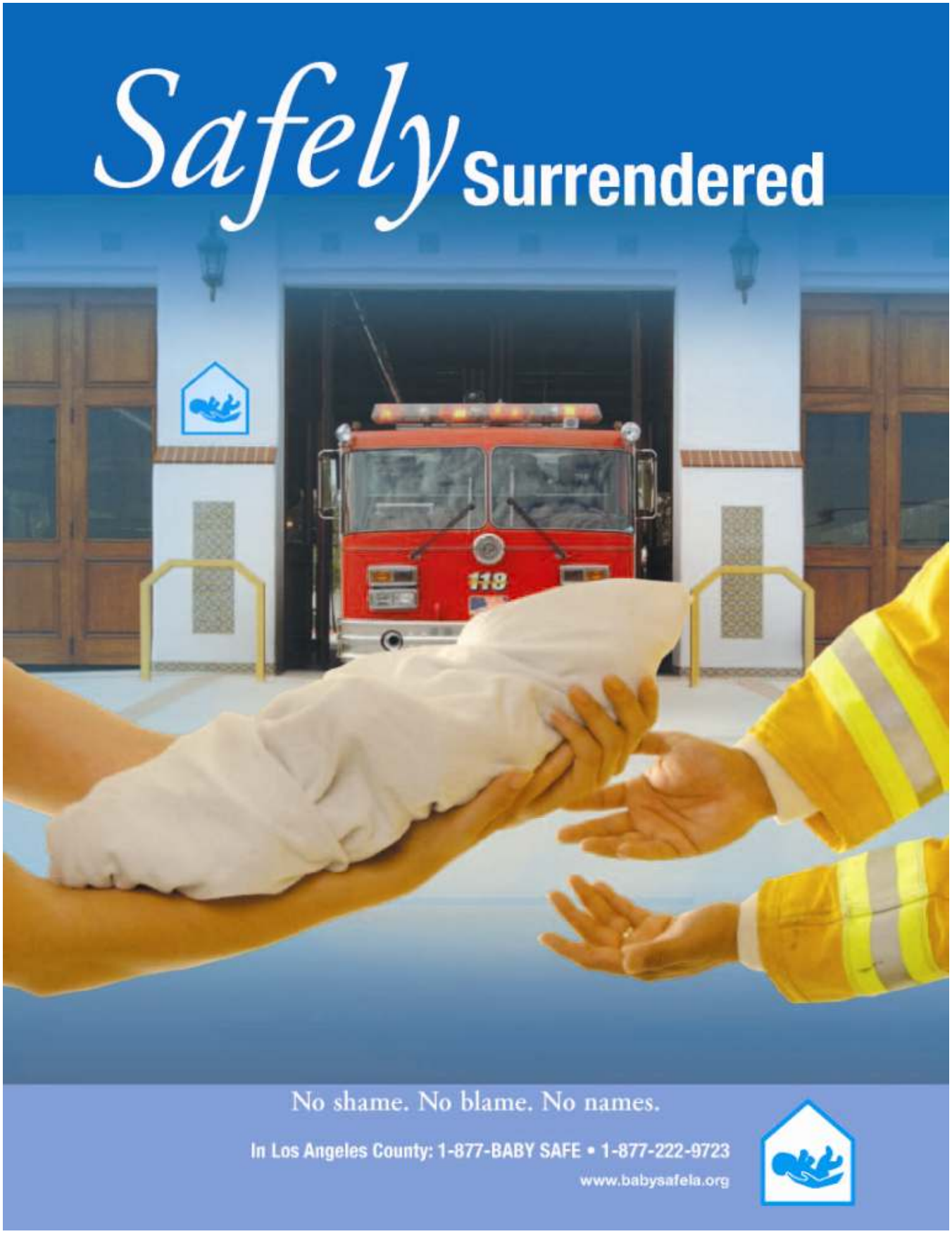
3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

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

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)


Safely Surrendered
119
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

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

# *Safely* Surrendered *Baby Law*

## What is the Safely Surrendered Baby Law?

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

## How does it work?

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

## What if a parent wants the baby back?

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

## Can only a parent bring in the baby?

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

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

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

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

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

## What happens to the baby?

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

## What happens to the parent or surrendering adult?

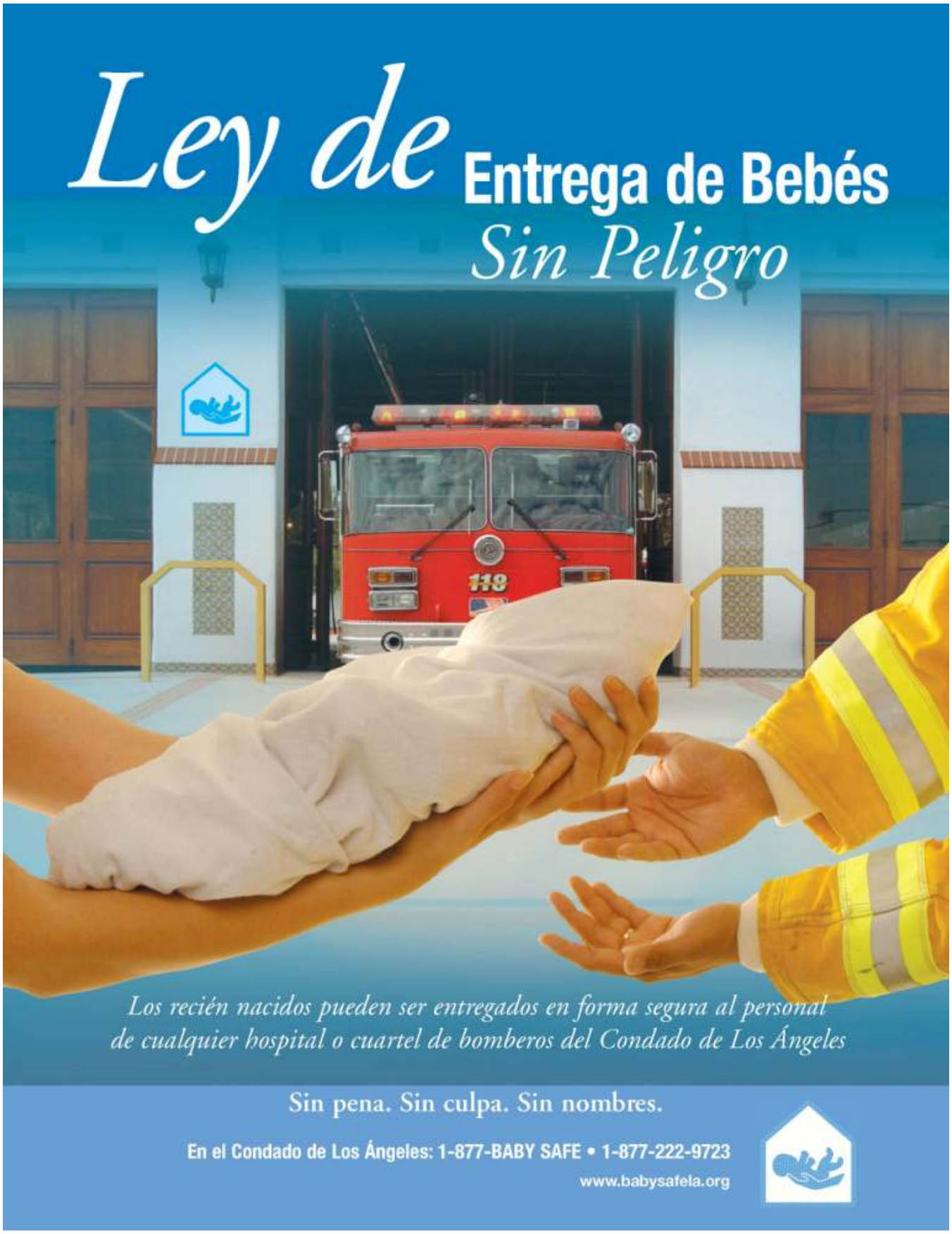
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

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

## *A baby's story*

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


Ley de Entrega de Bebés
Sin Peligro
Los recién nacidos pueden ser entregados en forma segura al personal
de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles
Sin pena. Sin culpa. Sin nombres.
En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

# *Ley de* Entrega de Bebés *Sin Peligro*

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

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 Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

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

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

### ¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

### ¿Qué pasará con el bebé?

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

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

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

### ¿Por qué se está haciendo esto en California? ?

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

## *Historia de un bebé*

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del 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.

# Prop A – Living Wage Program Exhibits

## *Exhibits J, K, & L*

Title 2 ADMINISTRATION
Chapter 2.201
LIVING WAGE PROGRAM

**2.201.010 Findings.**

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

**2.201.020 Definitions.**

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

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

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

C. "Employer" means:

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

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

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

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

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

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

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

**2.201.030 Prospective effect.**

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. (Ord. 99-0048 § 1 (part), 1999.)

* Editor's note: Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

Title 2 ADMINISTRATION
Chapter 2.201
LIVING WAGE PROGRAM

**2.201.040 Payment of living wage.**

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

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

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

**2.201.050 Other provisions.**

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

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

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

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

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

Title 2 ADMINISTRATION
Chapter 2.201
LIVING WAGE PROGRAM

**2.201.060 Employer retaliation prohibited.**

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

**2.201.070 Employee retention rights.**

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

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

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

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

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

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

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

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

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

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

**2.201.080 Enforcement and remedies.**

For violation of any of the provisions of this chapter:

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

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

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

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

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

**2.201.090 Exceptions.**

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

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

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

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

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

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

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

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

"Dominant in its field of operation" means having more than 20 employees, including full time and part time employees, and more than $1,000,000.00 in annual gross revenues or $2,500,000.00 in annual gross revenues if a technical or professional service.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 99-0055 § 1, 1999: Ord. 99-0048 § 1 (part), 1999.)

**2.201.100 Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 99-0048 § 1 (part), 1999)

**EXHIBIT K**

# COUNTY OF LOS ANGELES
## LIVING WAGE ORDINANCE

### MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

**Instruction Box:** Please complete all sections of this form. *(Information to complete this form can be obtained from your weekly certified payroll reports)* Submit this form with your Certified Payroll Reports to the awarding County department. Be sure to complete and sign the reverse side of this form before submitting.

| | | | |
|---|---|---|---|
| (1) Name: Contractor ☐ Subcontractor ☐ | | Address: (Street, City, State, Zip) | |
| (2) Payroll No.: | (3) Work Location: | (4) From payroll period: ___/___/___ to payroll period: ___/___/___ | (5) For Month Ending: |
| (6) Department Name: | (7) Contract Service Description: | (8) Contract Name & Number: | |
| (9) Contractor Health Plan Name(s): | | (10) Contractor Health Plan ID Number(s): | |

| (11) Employee Name, Address & Last 4 digits of SS# | (12) Work Classification | (13) Total Hours Worked Each Week of Monthly Pay Period | | | | | (14) Total Aggre-gate Hours | (15) Employer Paid Health Benefit Hourly Rate | (16) Gross Amount Paid (14x15) | (17) Employee Paid Health Benefit Hourly Rate | (18) Gross Amount Paid (14x17) | (19) Aggregate $ Health Benefits Paid (16+18) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | 1 | 2 | 3 | 4 | 5 | | | | | | |
| 1 | | | | | | | | | | | | |
| 2 | | | | | | | | | | | | |
| 3 | | | | | | | | | | | | |
| 4 | | | | | | | | | | | | |
| 5 | | | | | | | | | | | | |
| I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct. | Total (This Page) | | | | | | | | | | | |
| Print Authorized Name: | Grand Total (All Pages) | | | | | | | | | | | |

| | | | |
|---|---|---|---|
| Authorized Signature: | Date: / / | Title: | Telephone Number (include area code) ( ) | Page: _____ of _____ |

# COUNTY OF LOS ANGELES
# LIVING WAGE PROGRAM
# PAYROLL STATEMENT OF COMPLIANCE

I, _____ , _____
(Name of Owner or Company Representative) (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by:
_____ on the _____
(Company or subcontractor Name) (Service, Building or Work Site)
that during the payroll period commencing on the _____ day of _____ ,and
(Calendar day of Month) (Month and Year)
ending the _____ day of _____ all persons employed on said work site
(Calendar day of Month) (Month and Year)
have been paid the full weekly wages earned, that no rebates have been or will be made either
directly or indirectly to or on behalf of _____
(Company Name)
from the full weekly wages earned by any person and that no deductions have been made either directly or in directly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

2. That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for employees contained therein are not less than the applicable County of Los Angeles Living Wage rates contained in the contract.

3. That:

☐ WHERE FRINGE (Health) BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS
In addition to the basic hourly wage rates paid to each employee listed in the above referenced payroll, payments of health benefits as required in the contract have been or will be paid to appropriate programs for the benefit of such employees.

☐ WHERE FRINGE (Health) BENEFITS ARE PAID IN CASH
Each employee listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the applicable amount of the required County of Los Angeles Living Wage hourly rate as listed in the contract.

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.

| Print Name and Title | Owner or Company Representative Signature: |
|---|---|
| | |

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD OF THREE (3) YEARS.

# CHARITABLE CONTRIBUTIONS CERTIFICATION

Sepco Earthscape, Inc.

Company Name

P.O.Box 5640, Santa Monica, CA 90409

Address

95-4712699

Internal Revenue Service Employer Identification Number
N/A

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

**Check the Certification below that is applicable to your company.**

X Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

**OR**

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

Signature

06-11-2013
Date

Sepehr Raafat, president

Name and Title of Signer (please print)

# CONTRACT

# BY AND BETWEEN

# COUNTY OF LOS ANGELES

# AND

# MARINA LANDSCAPE, INC.

# FOR

# LANDSCAPE SERVICES

78002

**CONTRACT PROVISIONS**
**LANDSCAPE SERVICES**

**TABLE OF CONTENTS**


| PARAGRAPH | TITLE | PAGE |
|---|---|---|
| **RECITALS** | | **1** |
| **1.0** | **APPLICABLE DOCUMENTS** | **2** |
| **2.0** | **DEFINITIONS** | **3** |
| **3.0** | **WORK** | **4** |
| **4.0** | **TERM OF CONTRACT** | **4** |
| **5.0** | **CONTRACT SUM** | **5** |
| 5.5 | Invoices and Payments | 6 |
| **6.0** | **ADMINISTRATION OF CONTRACT - COUNTY** | **8** |
| 6.1 | COUNTY'S PROJECT DIRECTOR | 8 |
| 6.2 | COUNTY'S PROJECT MANAGER | 8 |
| 6.3 | COUNTY'S CONTRACT MONITOR | 8 |
| **7.0** | **ADMINISTRATION OF CONTRACT - CONTRACTOR** | **8** |
| 7.1 | CONTRACTOR'S PROJECT MANAGER | 8 |
| 7.2 | APPROVAL OF CONTRACTOR'S STAFF | 9 |
| 7.3 | CONTRACTOR'S STAFF IDENTIFICATION | 9 |
| 7.4 | BACKGROUND AND SECURITY INVESTIGATIONS | 10 |
| 7.5 | CONFIDENTIALITY | 10 |
| **8.0** | **STANDARD TERMS AND CONDITIONS** | **11** |
| 8.1 | AMENDMENTS | 11 |
| 8.2 | ASSIGNMENT AND DELEGATION | 12 |
| 8.3 | AUTHORIZATION WARRANTY | 13 |
| 8.4 | BUDGET REDUCTIONS | 13 |
| 8.5 | COMPLAINTS | 13 |
| 8.6 | COMPLIANCE WITH APPLICABLE LAW | 14 |
| 8.7 | COMPLIANCE WITH CIVIL RIGHTS LAWS | 15 |
| 8.8 | COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM | 15 |

**CONTRACT PROVISIONS**
**LANDSCAPE SERVICES**

**TABLE OF CONTENTS**


| PARAGRAPH | TITLE | PAGE |
|---|---|---|
| 8.9 | CONFLICT OF INTEREST | 17 |
| 8.10 | CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST | 17 |
| 8.11 | CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS | 17 |
| 8.12 | CONTRACTOR RESPONSIBILITY AND DEBARMENT | 18 |
| 8.13 | CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW | 20 |
| 8.14 | CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM | 21 |
| 8.15 | COUNTY'S QUALITY ASSURANCE PLAN | 21 |
| 8.16 | DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS | 22 |
| 8.17 | EMPLOYMENT ELIGIBILITY VERIFICATION | 22 |
| 8.18 | FACSIMILE or Electronic REPRESENTATIONS | 23 |
| 8.19 | FAIR LABOR STANDARDS | 23 |
| 8.20 | FORCE MAJEURE | 23 |
| 8.21 | GOVERNING LAW, JURISDICTION, AND VENUE | 24 |
| 8.22 | INDEPENDENT CONTRACTOR STATUS | 24 |
| 8.23 | INDEMNIFICATION | 25 |
| 8.24 | GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE | 25 |
| 8.25 | INSURANCE COVERAGE | 29 |
| 8.26 | LIQUIDATED DAMAGES | 30 |
| 8.27 | MOST FAVORED PUBLIC ENTITY | 31 |
| 8.28 | NONDISCRIMINATION AND AFFIRMATIVE ACTION | 31 |
| 8.29 | NON EXCLUSIVITY | 33 |
| 8.30 | NOTICE OF DELAYS | 33 |
| 8.31 | NOTICE OF DISPUTES | 33 |

**CONTRACT PROVISIONS**
**LANDSCAPE SERVICES**

**TABLE OF CONTENTS**


| PARAGRAPH | TITLE | PAGE |
|---|---|---|
| 8.32 | NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT | 33 |
| 8.33 | NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW | 33 |
| 8.34 | NOTICES | 34 |
| 8.35 | PROHIBITION AGAINST INDUCEMENT OR PERSUASION | 34 |
| 8.36 | PUBLIC RECORDS ACT | 34 |
| 8.37 | PUBLICITY | 35 |
| 8.38 | RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT | 35 |
| 8.39 | RECYCLED BOND PAPER | 37 |
| 8.40 | SUBCONTRACTING | 37 |
| 8.41 | TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM | 39 |
| 8.42 | TERMINATION FOR CONVENIENCE | 39 |
| 8.43 | TERMINATION FOR DEFAULT | 40 |
| 8.44 | TERMINATION FOR IMPROPER CONSIDERATION | 41 |
| 8.45 | TERMINATION FOR INSOLVENCY | 42 |
| 8.46 | TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE | 42 |
| 8.47 | TERMINATION FOR NON APPROPRIATION OF FUNDS | 42 |
| 8.48 | VALIDITY | 43 |
| 8.49 | WAIVER | 43 |
| 8.50 | WARRANTY AGAINST CONTINGENT FEES | 43 |
| 8.51 | WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM | 43 |

**CONTRACT PROVISIONS**
**LANDSCAPE SERVICES**

**TABLE OF CONTENTS**


| PARAGRAPH | TITLE | PAGE |
|---|---|---|
| 8.52 | TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM | 44 |
| **9.0** | **UNIQUE TERMS AND CONDITIONS** | **44** |
| 9.1 | COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM | 44 |
| 9.2 | LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM | 52 |
| 9.3 | CONTRACTOR'S OBLIGATIONS AS A NON-BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA") | 53 |
| 9.4 | PROPOSER'S CHARITABLE CONTRIBUTIONS COMPLIANCE | 54 |
| **SIGNATURES** | | **55** |

**CONTRACT PROVISIONS**
**LANDSCAPE SERVICES**

## TABLE OF CONTENTS


**EXHIBITS**

**STANDARD EXHIBITS**

A SCOPE OF WORK AND EXHIBITS

B PRICING SHEET

C FACILITY AND LANDSCAPE SPECIFICATION SHEETS

D CONTRACTOR'S EEO CERTIFICATION

E COUNTY'S ADMINISTRATION

F CONTRACTOR'S ADMINISTRATION

G CONTRACTOR'S ACKNOWLEDGEMENT & CONFIDENTIALITY AGREEMENT

H JURY SERVICE ORDINANCE

I SAFELY SURRENDERED BABY LAW

**UNIQUE EXHIBITS**

**PROP A - LIVING WAGE PROGRAM EXHIBITS**

J LIVING WAGE ORDINANCE

K MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

L PAYROLL STATEMENT OF COMPLIANCE

M SB 1262 – NONPROFIT INTEGRITY ACT OF 2004 - CHARITABLE CONTRIBUTIONS CERTIFICATION

# CONTRACT BETWEEN
# COUNTY OF LOS ANGELES
# AND
# MARINA LANDSCAPE, INC.

# FOR
# LANDSCAPE SERVICES

This Contract and Exhibits made and entered into this 6th day of August, 2013 by and between the County of Los Angeles, hereinafter referred to as County and Marina Landscape, Inc., hereinafter referred to as Contractor. Marina Landscape, Inc., is located at 1900 S. Lewis Street., Anaheim, CA 92805.

## RECITALS

WHEREAS, the County may contract with private businesses for Landscape Services when certain requirements are met; and

78002

WHEREAS, the Contractor is a private firm specializing in providing Landscape Services; and

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract Landscape Services; and

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter, Los Angeles County Code Section 2.121.250, and California Government Code Sections 23004, 31000 and otherwise; and

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

## 1.0 APPLICABLE DOCUMENTS

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

**Standard Exhibits:**

1.1 EXHIBIT A - Scope of Work and Exhibits

1.2 EXHIBIT B - Pricing Sheet(s)

1.3 EXHIBIT C - Facility and Landscape Specification Sheets

1.4 EXHIBIT D - Contractor's EEO Certification

1.5 EXHIBIT E - County's Administration

1.6 EXHIBIT F - Contractor's Administration

1.7 EXHIBIT G - Contractor's Acknowledgement & Confidentiality Agreement

1.8 EXHIBIT H - Jury Service Ordinance

1.9 EXHIBIT I - Safely Surrendered Baby Law

**Unique Exhibits:**

**Prop A - Living Wage Program Exhibits**

1.10 EXHIBIT J - Living Wage Ordinance

1.11 EXHIBIT K - Monthly Certification for Applicable Health Benefit Payments

1.12 EXHIBIT L - Payroll Statement of Compliance

1.13 EXHIBIT M - **SB 1262 – NONPROFIT INTEGRITY ACT OF 2004 -** Charitable Contributions Certification

## 2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning:

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

2.2 **Contract Discrepancy Report**: A report that identifies specific problems, failures and other key performance issues in Contractor's performance that require corrective action.

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

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

2.5 **County Contract Monitor**: Person(s) with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.

2.6 **County Project Director**: Person(s) designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.

2.7 **County Project Manager**: Person(s) designated by County's Project Director to manage the operations under this Contract.

2.8 **County Recognized Holidays**: The County Recognized Holidays are: New Year's Day (January 1), Martin Luther King's Birthday (Third Monday in January), Presidents Day (Third Monday in February), Memorial Day (Last Monday in May), Independence Day (July 4), Labor Day (First Monday in September), Columbus Day (Second Monday in October), Veteran's Day (November 11), Thanksgiving holidays (Fourth Thursday and Friday in November), Christmas Day (December 25).

2.9 **Day(s)**: Calendar day(s) unless otherwise specified.

2.10 **District Manager**: County Facility Operations Services (FOS) Manager responsible for landscape services in the County.

2.11 **Facilities**: Property(ies) owned and/or operated by the County of Los Angeles.

2.12 **Facilities Operation Services (FOS)**: Internal Service Department (ISD) operation responsible for providing landscape services to County Departments.

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

2.14 **Internal Services Department**: The County Department responsible for administration of the contract.

2.15 **Performance Requirements Summary (PRS)**: Performance standards document which identifies key performance indicators that will be evaluated by County to ensure that Contractor meets the required services under this Contract.

2.16 **Regions**: Grouping of facilities within areas of Los Angeles County.

## 3.0 WORK

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

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

## 4.0 TERM OF CONTRACT

4.1 The contract term shall be for a period of three (3) years, commencing October 1, 2013, unless sooner terminated or extended, in whole or in part, as provided in the Contract.

4.2 The County shall have sole discretion to exercise an option to extend this Contract term for up to two (2) additional one-year periods, and a six (6) month to month extension, for a maximum total Contract term of five (5) years and six (6) months. Each such option and extension shall be exercised solely by the Director of ISD. 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.

4.3 The Contractor shall notify County's Project Manager, Internal Services Department, when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to County's Project Manager at the address herein provided in Exhibit E - County's Administration.

## 5.0 CONTRACT SUM

5.1 The Contract Sum under this Agreement shall be the total monetary amount payable by County to Contractor for supplying all the tasks, deliverables, goods, services and other work specified under this Contract. Contractor shall provide services at the rates identified in Exhibit B, Pricing Sheet(s).

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

5.3 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to Internal Services Department at the address herein provided in Exhibit E - County's Administration.

**5.4 No Payment for Services Provided Following Expiration/Termination of Contract**

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

## 5.5 Invoices and Payments

5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Scope of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B - Pricing Sheet, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B - Pricing Sheet(s).

5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A - Scope of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service. If the 15th calendar day of the month falls on a Friday, or on a weekend, the Contractor shall submit the monthly invoice to the County by the Thursday prior to the 15th. Invoices are approved by the County by the 15th calendar day of the month following the month of services

Invoices for as-needed services and/or additional work are received and approved by the County within 30 days of the date services are performed.

Prop A - Living Wage Program:

No invoice will be approved for payment unless the following is included:

- Exhibit K - Monthly Certification for Applicable Health Benefit Payments
- Exhibit L - Payroll Statement of Compliance

5.5.5 Contractor shall submit two (2) copies of all invoices under this Contract to the following address:

Internal Services Department
1100 North Eastern Avenue
Los Angeles, CA 90063
Attention: Contract Unit Supervisor, Finance, Room 222

5.5.6 **County Approval of Invoices**

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager, or an authorized representative prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5.7 **Local Small Business Enterprises – Prompt Payment Program**

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

## 5.6 COST OF LIVING ADJUSTMENTS (COLA'S)

For the two additional one-year option periods identified in Section 4.2, the contract (hourly, daily, monthly, etc.) amount may be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the contract anniversary date, which shall be the effective date for any cost of living adjustment. However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no cost of living adjustments will be granted. Where the County decides to grant a Cost of Living Adjustment (COLA) pursuant to this paragraph for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this contract) from the base upon which a COLA is calculated, unless the Contractor can show that his/her labor cost will actually increase.

# 6.0 ADMINISTRATION OF CONTRACT - COUNTY

**COUNTY ADMINISTRATION**

A listing of all County Administration referenced in the following sub-paragraphs is designated in Exhibit E - County's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

## 6.1 COUNTY'S PROJECT DIRECTOR

Responsibilities of the County's Project Director include:

- ensuring that the objectives of this Contract are met; and
- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

## 6.2 COUNTY'S PROJECT MANAGER

The responsibilities of the County's Project Manager include:

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

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

## 6.3 COUNTY'S CONTRACT MONITOR

The County's Contract Monitor is responsible for overseeing the day-to-day administration of this Contract. The Contract Monitor reports to the District Manager.

# 7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

## 7.1 CONTRACTOR'S PROJECT MANAGER

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

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

## 7.2 APPROVAL OF CONTRACTOR'S STAFF

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

7.2.1 Contractor shall assign a sufficient number of employees to perform the required work as defined in the SOW.

7.2.2 Contractor shall immediately remove any contractor's staff assigned to a County Facility upon County's request.

## 7.3 CONTRACTOR'S STAFF IDENTIFICATION

All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person, visible at all times. Contractor bears all expense of the badging.

7.3.1 Contractor is responsible for ensuring that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked to leave a County facility by a County representative if they do not have the proper contract worker ID badge on their person.

7.3.2 Contractor shall notify the County Project Manager in writing, within one business day, when staff is terminated from working under this Contract. Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has terminated employment with the Contractor.

7.3.3 If County requests the removal of Contractor's staff, Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has been removed from working on the County's Contract.

7.3.4 Improper or fraudulent use of County ID badges or failure of Contractor to return the employee's County ID badge will result in County's filing of a Contract Discrepancy Report with damages assessed as described in the SOW, Performance Requirement Summary.

## 7.4 BACKGROUND AND SECURITY INVESTIGATIONS

7.4.1 Each of Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by 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 may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the Contractor, without regard to whether the Contractor's staff passes or fails the background clearance investigation.

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

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

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

## 7.5 CONFIDENTIALITY

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

7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all

claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and seek reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

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

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

# 8.0 STANDARD TERMS AND CONDITIONS

## 8.1 AMENDMENTS

8.1.1 For any change which affects the scope of work, including addition or deletion of Facilities, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by Director of ISD, or his/her designee.

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

Amendment to the Contract shall be prepared and executed by the Contractor and by Director of ISD, or his/her designee.

8.1.3 The Director of ISD, or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by Director of ISD, or his/her designee.

8.1.4 County reserves the right to add or change facilities as County deems appropriate. Such changes shall be based on the hourly rates listed in Exhibit B, Pricing Sheet, and Contractor and County will negotiate a mutually agreeable price. County also reserves the right to obtain facility pricing or receive bids from other Region(s) Contract vendors. In the event any additions or changes are made, an Amendment shall be prepared and executed by the County's Director of ISD, or his/her designee.

## 8.2 ASSIGNMENT AND DELEGATION

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

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

8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

## 8.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

## 8.4 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation 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. 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. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

## 8.5 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.1 Within seven (7) business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within two (2) business days for County approval.

8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within one (1) business day of receiving the complaint.

8.5.6 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.

8.5.7 Copies of all written responses shall be sent to the County's Project Manager within one (1) business day of mailing to the complainant.

## 8.6 COMPLIANCE WITH APPLICABLE LAW

8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate

in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and obtain reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

## 8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D - Contractor's EEO Certification.

## 8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

### 8.8.1 **Jury Service Program**:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

### 8.8.2 **Written Employee Jury Service Policy**:

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service

with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion,

terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## 8.9 CONFLICT OF INTEREST

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

## 8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

## 8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor

shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

## 8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

### 8.12.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

### 8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

### 8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the

County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 **Contractor Hearing Board**

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

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 the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 **Subcontractors of Contractor**

These terms shall also apply to Subcontractors of County Contractors.

## 8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

## 8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, 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).

## 8.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

The Contractor's Project Manager or designee shall meet monthly or as requested by County with the County Contract Monitor and inspect the facility on any shift to ensure the quality of the landscape services being performed. A summary report of findings, including all deficiencies, will be prepared by the County and submitted to Contractor for remedial action. Contractor will provide Performance Monthly Inspection Report by the 15th of the following month and a copy will be provided to the County

Project Manager the report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

## 8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the 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 reimbursed by the Contractor by cash payment upon demand.

## 8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

## 8.18 FACSIMILE OR ELECTRONIC REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile or electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of “original” versions of such documents.

## 8.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor’s employees for which the County may be found jointly or solely liable.

## 8.20 FORCE MAJEURE

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term

"subcontractor" and "subcontractors" mean subcontractors at any tier.

8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

## 8.21 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

## 8.22 INDEPENDENT CONTRACTOR STATUS

8.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.22.4 The Contractor shall adhere to the provisions stated in sub-paragraph 7.5 - Confidentiality.

## 8.23 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

## 8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

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 Sections 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

### 8.24.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) 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.

- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

- 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.

- 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.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Internal Services Department, Contracting Division
1100 North Eastern Avenue
Los Angeles, CA 90063

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 Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.2 **Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) 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. County and its Agents 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 and its Agents 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.

8.24.3 **Cancellation of Insurance 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.

8.24.4 **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.

8.24.5 **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.

8.24.6 **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.

8.24.7 **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.

8.24.8 **Sub-Contractor Insurance Coverage Requirements**

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.24.9 **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.

8.24.10 **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.

8.24.11 **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.

8.24.12 **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.

8.24.13 **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 and its Agents shall be designated as an Additional Covered Party under any approved program.

8.24.14 **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.

**8.25 INSURANCE COVERAGE**

8.25.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents 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 |

8.25.2 **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.

8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or 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.

## 8.26 LIQUIDATED DAMAGES

8.26.1 If, in the judgment of the Director of ISD, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director of ISD, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director of ISD, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If the Director of ISD, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Director of ISD, or his/her designee, deems are correctable by the Contractor over a certain time span, the Director of ISD, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director of ISD, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame.

The parties hereby agree that under the current circumstances a reasonable estimate of such damages as specified in the Performance Requirements Summary (PRS) Chart, defined in Exhibit A – Scope of Work, Exhibit 2, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.26.3 The action noted in sub-paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

## 8.27 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

## 8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti discrimination laws and regulations.

8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D - Contractor's EEO Certification.

8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 when so requested by the County.

8.28.7 If the County finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the Contractor violates any of the anti discrimination provisions of this Contract, the County

shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

## 8.29 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict Internal Services Department from acquiring similar, equal or like goods and/or services from other entities or sources.

## 8.30 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

## 8.31 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the (Director of ISD), or designee shall resolve it.

## 8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

## 8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact

sheet is set forth in Exhibit I of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

## 8.34 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be delivered in person with signed receipt, or mailed by first class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - County's Administration and F - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The (Director of ISD, or his/her designee) shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

## 8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

## 8.36 PUBLIC RECORDS ACT

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a

proposal marked “trade secret”, “confidential”, or “proprietary”, the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

## 8.37 PUBLICITY

8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor’s need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and

- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County’s Project Director. The County shall not unreasonably withhold written consent.

8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this sub-paragraph 8.37 shall apply.

## 8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or 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 the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County’s written permission is given to dispose of

any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.38.4 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.

## 8.39 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

## 8.40 SUBCONTRACTING

8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.40.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.

8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. Before any Subcontractor employee may perform any work hereunder, the Contractor shall ensure delivery of all such documents to:

Internal Services Department
Contracting Division, Contracts Section
1100 North Eastern Avenue, 1st Floor
Los Angeles, CA 90063

**8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to sub-paragraph 8.43 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

**8.42 TERMINATION FOR CONVENIENCE**

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and

- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with sub-paragraph 8.38, Record Retention and Inspection/Audit Settlement.

## 8.43 TERMINATION FOR DEFAULT

8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- Contractor has materially breached this Contract; or

- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in sub-paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs

for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.42 - Termination for Convenience.

8.43.5 The rights and remedies of the County provided in this sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## 8.44 TERMINATION FOR IMPROPER CONSIDERATION

8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor’s performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.44.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

## 8.45 TERMINATION FOR INSOLVENCY

8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;

- The appointment of a Receiver or Trustee for the Contractor; or

- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this sub-paragraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## 8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

## 8.47 TERMINATION FOR NON APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this

Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

## 8.48 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

## 8.49 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## 8.50 WARRANTY AGAINST CONTINGENT FEES

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

## 8.51 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

### 8.52 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" 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.

## 9.0 UNIQUE TERMS AND CONDITIONS

### 9.1 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM

#### 9.1.1 Living Wage Program

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as Exhibit J and incorporated by reference into and made a part of this Contract.

#### 9.1.2 Payment of Living Wage Rates

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County, including, without limitation, "Travel Time" as defined below at subsection 5 of this Subparagraph 9.1.2 under the Contract:

    a. Not less than $11.84 per hour if, in addition to the per-hour wage, the Contractor contributes less than $2.20 per hour

towards the provision of bona fide health care benefits for its Employees and any dependents; or

b. Not less than $9.64 per hour if, in addition to the per-hour wage, the Contractor contributes at least $2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. The Contractor will be deemed to have contributed $2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Contract, the Contractor contributes less than $2.20 per hour towards the provision of bona fide health care benefits, the Contractor shall be required to pay its Employees the higher hourly living wage rate.

2. For purposes of this sub-paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of the Contractor under the laws of California, and who is providing full-time services to the Contractor, some or all of which are provided to the County under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

3. If the Contractor is required to pay a living wage when the Contract commences, the Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.

4. If the Contractor is not required to pay a living wage when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for an

exception to the Living Wage Program. In either event, the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that the Contractor continues to qualify for an exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

5. For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time.

### 9.1.3 Contractor's Submittal of Certified Monitoring Reports

The Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of the Contractor's current health care benefits plan, and the Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be

submitted on forms provided by the County (Exhibit K and Exhibit L), or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

### 9.1.4 Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of the Contract, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

### 9.1.5 County Auditing of Contractor Records

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

### 9.1.6 Notifications to Employees

The Contractor shall place County-provided living wage posters at each of the Contractor's places of business and locations where the Contractor's Employees are working. The Contractor shall also distribute County-provided notices to each of its Employees

at least once per year. The Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

9.1.7 **Enforcement and Remedies**

If the Contractor fails to comply with the requirements of this sub-paragraph, the County shall have the rights and remedies described in this sub-paragraph in addition to any rights and remedies provided by law or equity.

1. Remedies for Submission of Late or Incomplete Certified Monitoring Reports. If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

    a. Withholding of Payment. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until the Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

    b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of $100 per monitoring report for each day until the County has been provided with a properly prepared, complete and

certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

c. Termination. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

2. Remedies for Payment of Less Than the Required Living Wage. If the Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

a. Withholding Payment. If the Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its Employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of $50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed

liquidated damages from any payments otherwise due the Contractor.

c. Termination. The Contractor's continued failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

3. Debarment. In the event the Contractor breaches a requirement of this sub-paragraph, the County may, in its sole discretion, bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment.

### 9.1.8 Use of Full-Time Employees

The Contractor shall assign and use full-time Employees of the Contractor to provide services under the Contract unless the Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time Employees based on staffing efficiency or County requirements for the work to be performed under the Contract. It is understood and agreed that the Contractor shall not, under any circumstance, use non-full-time Employees for services provided under the Contract unless and until the County has provided written authorization for the use of same. The Contractor submitted with its proposal a full-time Employee staffing plan. If the Contractor changes its full-time Employee staffing plan, the Contractor shall immediately provide a copy of the new staffing plan to the County.

### 9.1.9 Contractor Retaliation Prohibited

The Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this sub-paragraph may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

### 9.1.10 Contractor Standards

During the term of the Contract, the Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the County, the Contractor shall demonstrate to the satisfaction of the County that the Contractor is complying with this requirement.

### 9.1.11 Employee Retention Rights

1. The Contractor shall offer employment to all retention employees who are qualified for such jobs. A "retention employee" is an individual:

    a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and

    b. Who has been employed by a Contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six months prior to the date of this new Contract, which predecessor contract was terminated by the County prior to its expiration; and

    c. Who is or will be terminated from his or her employment as a result of the County entering into this new contract.

2. The Contractor is not required to hire a retention employee who:

    a. Has been convicted of a crime related to the job or his or her performance; or

    b. Fails to meet any other County requirement for employees of a Contractor.

3. The Contractor shall not terminate a retention employee for the first 90 days of employment under the contract, except for cause. Thereafter, the Contractor may retain a retention employee on the same terms and conditions as the Contractor's other employees.

9.1.12 **Neutrality in Labor Relations**

The Contractor shall not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

## 9.2 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

9.2.1 This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

9.2.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

9.2.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

9.2.4 If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and Internal Services Department of this information prior to responding to a solicitation or accepting a contract award.

**9.3 CONTRACTOR'S OBLIGATIONS AS A NON-BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")**

Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records. Accordingly, Contractor shall instruct its officers, employees, and agents that they are not to pursue or gain access to patient medical records for any reason whatsoever.

Notwithstanding the foregoing, the parties acknowledge that, in the course of the provision of services hereunder, Contractor or its officers, employees, or agents, may have inadvertent access to patient medical records. Contractor understands and agrees that Contractor, its officers, employees, and agents shall not take advantage of such access for any purpose whatsoever. Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents shall maintain the confidentiality of any information obtained and shall immediately, or upon the first reasonable opportunity to do so, notify DPH management personnel that such access has been gained.

In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all liability, including but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees) arising from or connected with Contractor's or its officers, employees' or agents' access to patient medical records. Contractor agrees to provide appropriate training to its officers, employees, and agents, regarding their obligation in this regard.

## 9.4 PROPOSER'S CHARITABLE CONTRIBUTIONS COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit M, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR: MARINA LANDSCAPE, INC.

By _____
Name ROBERT B. COLLAN

PRESIDENT
Title

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:

SACHI HAMAI

Executive Officer-Clerk
of the Board of Supervisors

By Lachelle Smitherman
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 Lachelle Smitherman
Deputy

78002

APPROVED AS TO FORM:

John Krattli
County Counsel

By _____
Principal Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

14 AUG 06 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER



RBC

**EXHIBIT A**

# SCOPE OF WORK

# EXHIBIT A
# SCOPE OF WORK
# LANDSCAPE SERVICES

## TABLE OF CONTENTS


| PARAGRAPH | TITLE | PAGE |
|---|---|---|
| 1.0 | SCOPE OF WORK | 1 |
| 2.0 | HOURS AND DAYS OF SERVICE | 1 |
| 3.0 | GENERAL SERVICE REQUIREMENTS | 1 |
| 3.1 | Mowing | 1 |
| 3.2 | Edging/Detailing/Weed Control | 2 |
| 3.3 | Weed Control | 2 |
| 3.4 | Litter Control | 3 |
| 3.5 | Raking | 4 |
| 3.6 | Pruning of Trees, Hedges and Ground Cover | 4 |
| 3.7 | Watering | 7 |
| 3.8 | Irrigation System Maintenance | 8 |
| 3.9 | Disease/Insect Control | 10 |
| 3.10 | Rodent Control | 10 |
| 4.0 | SPECIALTY SERVICE REQUIREMENTS | 10 |
| 4.1 | Chemical Edging/Detailing | 10 |
| 4.2 | Trimming and Crowning of Trees | 11 |
| 4.3 | Aerification | 12 |
| 4.4 | Fertilization | 12 |
| 4.5 | Renovation/Vertical Mowing | 13 |
| 4.6 | Cultivating | 14 |
| 4.7 | Turf Reseeding/Restoration of Bare Areas | 14 |
| 5.0 | PLANT MATERIALS | 14 |
| 6.0 | USE OF CHEMICALS | 15 |
| 7.0 | WASTE REMOVAL | 15 |
| 8.0 | AS-NEEDED SERVICES | 16 |
| 9.0 | EMERGENCY SERVICES | 16 |

10.0 MAINTENANCE REPORTS ..... 17
11.0 CONTRACTOR RESPONSIBILITY ..... 17
11.1 Contractor Personnel ..... 17
11.2 Facility Work Requirements ..... 19
11.3 Training ..... 19
11.4 County required Meetings ..... 20
11.5 Contractor's Office ..... 20
12.0 COUNTY RESPONSIBILITIES ..... 21
13.0 MAINTENANCE SCHEDULES ..... 21
14.0 GREEN INITIATIVES ..... 21
15.0 ADDITION/DELETION OF FACILITIES/ADDITIONAL WORK ..... 22
16.0 QUALITY CONTROL ..... 22
17.0 QUALITY ASSURANCE PLAN ..... 22
17.1 Monthly Meetings ..... 22
17.2 Contract Discrepancy Report (CDR) ..... 23
17.3 County Observations ..... 23
17.4 Methods of Monitoring ..... 23
17.5 Unacceptable Performance ..... 23
18.0 PERFORMANCE REQUIREMENTS SUMMARY ..... 24

**EXHIBITS**

EXHIBIT 1 CONTRACT DISCREPANCY REPORT
EXHIBIT 2 PERFORMANCE REQUIREMENTS SUMMARY
EXHIBIT 3 LANDSCAPE MAINTENANCE CERTIFICATION

# 1.0 SCOPE OF WORK

Contractor shall provide landscape services to County facilities identified in the Pricing Sheets, Exhibit B, of the Contract by providing all labor, supervision, equipment, materials, safety gear and supplies necessary for Contractor's performance under this Contract. General landscape services include, but are not limited to lawn care, tree and shrub care, weed control, plant and flowerbed care, irrigation system maintenance and other related services including tree trimming, as indicated in paragraph 4.2 of this Exhibit A. Contractor shall perform all necessary maintenance tasks as required herein.

The landscaped areas shall be maintained at the frequencies identified in Section 3.0 Service Requirements – Ongoing Maintenance Tasks, of this Scope of Work (SOW). In the event of any conflict or inconsistency in the interpretation of "frequencies", the County Project Director shall resolve said conflict or inconsistency.

# 2.0. HOURS AND DAYS OF SERVICE

Contractor shall provide all landscape services required by the County in accordance with the hours and days of service identified in Exhibit C – Facility and Landscape Specification Sheets. Specific hours of operation may be determined by the County Project Manager.

The landscaped areas shall be maintained with a well-manicured, clean appearance, and all work shall be performed in a professional, workmanlike manner using quality equipment and materials. Contractor shall not work or perform any operations, particularly during periods of inclement weather, which may destroy or damage ground cover or turf areas.

# 3.0 GENERAL SERVICE REQUIREMENTS

The following are specific tasks Contractor shall perform during the contract term.

## 3.1 Mowing

A. Frequency: Once per week (unless specified in writing by County Project Manager or designee).

B. Mowing operation shall be scheduled Monday through Friday unless otherwise directed by the County's Project Manager.

C. Mowing operations shall be performed in a professional, workmanlike manner that ensures a smooth surface appearance without scalping or allowing excessive cuttings to remain.

D. All equipment shall be adjusted to the proper cutting heights and shall be adequately sharpened. Mowing height shall be no less than 3/4 inch for all turf areas and no higher than 1 1/2 inches with one (1) inch considered acceptable. Mowing heights may vary for special events and conditions as determined by the County's Project Manager.

E. Walkways shall be cleaned immediately following each mowing. All grass clippings shall be collected and removed from the site immediately.

## 3.2 Edging/Detailing

A. Frequency: Edging - Every week.

B. All turf areas shall be kept neatly edged and all grass invasions eliminated.

C. When designed edges exist in flowerbeds, these edges shall be kept clean, sharp, well defined, and free of weeds and grass invasion.

D. All turf edges, including but not limited to, sidewalks, patios, driveways, curbs, shrub beds, flower beds, ground cover beds and around the base of trees shall be edged to a neat and uniform line.

E. The edge of turf shall be trimmed or limited around all sprinkler heads (to provide maximum water coverage), valve boxes, meter boxes, back flow devices and other obstacles.

F. Mechanical Edging

1. Mechanical edging of turf ground cover and/or fence lines shall be performed at each site every week after mowing.
2. Mechanical edging shall be completed as one operation in a manner that ensures a well-defined edge.
3. Walkways shall be cleaned immediately following each mechanical edging.

## 3.3 Weed Control

A. Frequency: Each visit.

B. No contact weed control chemical may be used in flowerbeds after they have been planted for the season. Appropriate mulches are encouraged, but must be aesthetically compatible and not physically or chemically harmful.

C. Weeds treated with a contact weed chemical shall be left in place for a minimum of seven (7) days. If kill is not complete, a second application shall be applied.

D. Weeds treated using a systematic chemical shall be left in place per manufacturer's recommendation. If kill is not complete by the time specified in the manufacturer's recommendation, a second application shall be applied.

E. After complete kill, all dead weeds shall be removed from area.

1. Clearance - Edging where trees and shrubs occur in turf areas, all grass growth shall be limited to at least eighteen (18) inches from the trunk of trees and away from the drip line of shrubs by use of approved chemicals, manual, or mechanical devices.
2. Linear chemical edging of turf boundaries may be performed in a manner that ensures a defined turf edge and limits its encroachment into beds or across boundaries where it is impractical to edge mechanically. A twelve (12) inch barrier width shall be considered normal.
3. Detailing of sprinkler heads (to improve maximum water coverage), valve boxes, meter boxes, and similar small obstacles in turf areas may be performed in a manner that ensures operability, ease of location, or a clean appearance. A six (6) inch clearance shall be considered normal.

G. All grass like type weeds, morning glory or vine-weed types, ragweed or other underground spreading weeds shall be kept under strict control.

H. Remove all weeds and grass from walkways; curb and gutter expansion joints; fence/walk perimeter; roadways; driveways; parking lots; patios, drainage areas and around irrigation sprinkler heads and control valves.

I. Methods for removal of weeds, turf encroachment, and detailing shall incorporate chemical and/or mechanical means of eradication.

### 3.4 Litter Control

A. Frequency: Each visit.

B. Complete policing and litter pick-up to remove paper, glass, trash, cobwebs, undesirable materials, siltation and other accumulated debris within the landscape areas to be maintained including, but not

limited to, walkways, between and around planted areas, planters, drains, grates sidewalks, roadways and catch basins. Litter pick-up shall be completed each time landscape services are performed and as early as County's Projector Manager or his designee deems practical.

C. All litter and debris occurring as a result of Contractor's operations shall be removed from the landscaped area immediately following such operations.

D. Sweep all hardscape areas within the parameter of the facility. Check concrete areas and hardscape surfaces for cracks, crevices, and deterioration and report any unsafe conditions to the County Contract Monitor.

E. Wash all hardscape areas within the perimeter of the facility when necessary or at the direction of the County Program Manager.

## 3.5 Raking

A. Frequency: Each Visit.

B. Accumulation of leaves shall be removed from all landscaped areas including beds, planters, and turf areas under trees, sidewalks, and adjacent parking spaces. Remove debris from landscaped area immediately.

C. Use of hand held blowers will be allowed unless legal authority dictates otherwise. Facility location may dictate "no blowers".

## 3.6 Pruning of Trees, Hedges, and Ground Cover

A. Tree Pruning

1. Frequency: As-Needed
2. Tree pruning shall be performed with the intent of developing structurally sound trees, symmetrical appearance with the proper vertical and horizontal clearance. All dead and damaged branches and limbs shall be removed at the point of breaking.
3. All cuts shall be made sufficiently close, flush if possible, to the parent stem so that healing can readily start under normal conditions.
4. All limbs 1-1/2" or greater in diameter shall be undercut to prevent splitting.

5. All limbs shall be lowered to the ground using a method, which prevents damage to the remaining limbs.
6. All cuts exceeding 1/2" shall be treated with an appropriate tree heal compound.
7. All equipment utilized shall be clean, sharp, and expressively designed for tree pruning.
8. Climbing spurs shall not be used.
9. The initial step of pruning shall be the removal of all dead wood, weak, diseased, insect infested and damaged limbs.
10. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline.
11. Limbs should extend alternately from the trunk on 12" or 24" spacing.
12. All trees shall be thinned of smaller limbs to distribute the foliage evenly.
13. All trees shall be trimmed and shaped to provide a symmetrical appearance typical of the species.
14. All suckers and sprouts shall be cut flush with the trunk or limb.
15. No stubs will be permitted.
16. All structural weaknesses such as split crotch or limbs, diseased or decayed limbs, or severe damage shall be reported to County's Project Manager or his designee.
17. Special emphasis shall be placed upon public safety during pruning operations, particularly when adjacent to roadways.
18. All trimming and debris shall be removed and disposed off site at the end of each day's work.

B. Hedges

1. Frequency: As needed.
2. Prune shrubs to encourage healthy growth habits and for shape in order to retain their natural form and proportionate size.
3. Restrict growth of shrubbery to area behind curbs and walkways and within planter beds by trimming.
4. Under no circumstances shall hedge shears be used as a means of pruning.
5. Prune all plant materials where necessary to present or eliminate hazardous conditions to vehicles or pedestrians.
6. All cuts shall be made sufficiently close, flush if possible, to the parent stem so that healing can readily start under normal conditions.
7. All limbs one and one-half inches (1½") or greater in diameter shall be undercut to prevent splitting.

8. Remove all dead, diseased and unsightly shrubs and branches.
9. Remove all clippings the same day that plant materials are pruned or trimmed.

C. Ground Cover

1. Frequency: As needed.
2. All dead, diseased, and unsightly branches, vines or other growth shall be removed as they develop.
3. All ground cover areas shall be pruned to maintain a neat edge along planter box walls.
4. Any runners that start to climb building, shrubs, or trees shall be pruned out of these areas.
5. Flower beds: Any and all diseased plants are to be removed from all beds and then disposed properly. Broken, damaged, or unsightly flowers or plant parts are to be removed promptly.
6. Thinning of flower beds.
7. Pruning plant material for vehicular and pedestrian visibility and access, four (4) times per year or more often as needed dependent upon growth patterns of the plant spaces in question.

D. Damage to Shrubs, Trees, Turf or Ground Cover

1. All damage to shrubs, trees, turf or ground cover done by Contractor employees shall be repaired or replaced within five (5) working days.
2. All repairs or replacements shall be completed in accordance with the following maintenance practices:

   a) Trees - Minor damage such as bark lost from impact of mowing equipment shall be remedied by a qualified tree surgeon or arborist. If damage results in loss of tree, the damaged tree shall be removed and replaced to comply with the specified instructions of the County Project Manager.
   b) Shrubs - Minor damage may be corrected by appropriate pruning. Major damage shall be corrected by removal of the damaged shrub and replaced to comply with the provisions in the specifications.
   c) Chemicals - All damage resulting from chemical operation, either spray-drift or lateral leaching shall be corrected in accordance with the aforementioned maintenance practices and the soil conditioned to ensure its ability to support plant life.

d) Tree Replacement - All trees permanently damaged will be replaced at County's expense with the exception of those damaged or destroyed due to fault of Contractor or its employees. Replacement shall be with the identical species of tree existing previously, unless otherwise notified in writing by County's Project Manager or his designee. Size of the replacement shall be of like size not to exceed 24-inch box specimen container size. The need for replacement will be determined by County's Project Manager or his designee.

## 3.7 Watering

A. Water requirements by plants vary according to the seasons in a particular year. Extremely close attention shall be paid to the demands of the plants as influenced by their exposure to sun, wind, shade, and location in the individual planters. The variation in the size of plants installed, as well as the varieties, shall be taken into consideration. All landscaped and turf areas shall be irrigated as required to maintain adequate growth and appearance with a schedule most conducive to plant growth.

B. The delivery of adequate moisture to the landscaped areas shall include, but not be limited to hand watering, operation of manual valves, proper utilization of automatic controllers, rain birds and the bleeding of valves.

C. Adequate soil moisture will be determined by programming the irrigation system as follows:

1. Adjusting and setting the automatic controller to establish frequency and length of watering period.
2. Consideration must be given to soil conditions, humidity, minimizing runoff, and the relationship of conditions, which affect day and night watering. This may include daytime watering during freezing weather to prevent icy conditions, manual operation of the irrigation system, and/or hand watering with portable sprinklers during periods of windy or inclement weather.
3. A soil probe shall be used to a depth of twelve (12) inches to determine the water penetration by random testing of the root zones.

D. Watering shall be regulated to avoid interference with any use of the facility's roadways, paving or walkways.

E. In areas where wind creates problems of spraying water onto private property or road rights-of-ways, the controllers shall be set to operate during the period of lowest wind velocity, which would normally occur at night or early morning hours.

F. Irrigation system will be controlled in such a way as not to cause any excessively wet or "waterlogged" areas, which could interfere with the ability to mow all turf. "In lawn" trees and other planting shall be protected from over watering and run-off drowning.

G. New turf (up through the sixth mowing) shall be watered immediately after mowing.

H. All ground cover areas shall be watered as needed to maintain a healthy condition; care being taken not to over water in shady areas.

I. Watering shall comply with applicable water restriction regulations and directives.

### 3.8 Irrigation System Maintenance

A. Contractor and County Contract Monitor will do an inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date. Contractor will submit a written report verifying working order of each irrigation system within five (5) days of inspection. County may require that the system be repaired to a satisfactory condition. Once repaired, the Contractor will be required to maintain the system in working condition. This requirement applies to all landscape sites added during the term of the contract.

B. After inspection with County staff, Contractor will be responsible for the irrigation system, beginning with the pressure lines from the point of the backflow device, and including lateral lines. Contractor is responsible for all repairs except those that exceed a cost of $500. Repairs exceeding a cost of $500 should be submitted to the County Project Manager for approval or handling. County is responsible for the back flow device.

C. If system is working, Contractor shall, at all times, maintain the system in an operational state by repairing the irrigation system consisting of automatic controllers, control valves, gate valves, risers, quick couplers, swing joints and sprinkler heads including providing small parts: solenoids, filter screens, diaphragms, gaskets, springs, screws, adjustment screws, washers, '0' rings, wiring and nozzles, at no cost to the County.

1. In addition to repair and replacement, Contractor must:

   a) Adjust valves and sprinkler heads.
   b) Replace all risers and swing joints to the lateral lines.
   c) Replace button type turf and shrub heads.
   d) Replace all missing covers to valve boxes.
   e) Provide caps and plugs.

D. Contractor shall provide fully trained personnel in all phases of landscape irrigation systems including, but not limited to the operation, maintenance, adjustment, and repair.

E. In order to ensure the operability of the irrigation system, Contractor shall sequence controller(s) to each station manually to check the function of all facets of the irrigation system monthly and report any damage, malfunctioning equipment, and/or incorrect operation to the County's Project Manager or his designee. During the testing, Contractor shall:

   1. Adjust all sprinkler heads for correct coverage to prevent excessive runoff and/or erosion and to prevent the spread onto roadways, sidewalks, hard surface areas, and private property.
   2. Unplug clogged heads and flush lines monthly and after each repair. Unless otherwise specified on the specification sheets.
   3. All system malfunctions, damage, and obstructions shall be reported to County's Project Manager or designee and corrective action taken in a timely manner, not to exceed 48 hours after notification.

F. Contractor shall repair/replace malfunctioning quick couplers, manual or automatic valves, and sprinkler heads within one (1) watering cycle irrigation damage shall be repaired or replaced with same size, and quantity or substitutes approved by County Project Manager prior to installation.

G. Contractor shall respond to malfunctioning irrigation systems and equipment within two (2) hours of identification or following verbal notification. Extensive repair must be completed within thirty-six (36) hours unless otherwise authorized by Contract Program Director or designee.

H. Contractor shall control the irrigation system during inclement weather conditions and limit the use of water concurrent with the weather situation to the satisfaction of the County Project Manager or designee.

### 3.9 Disease/Insect Control

A. All landscaped areas shall be maintained free of disease and insects that could cause damage to plant materials including but not limited to trees, shrubs, ground cover and turf.

B. Contractor Project Manager or designee shall be notified immediately of any disease, insects, or unusual conditions that might develop.

C. A disease control program to prevent all common diseases from causing serious damage shall be provided on an as-needed basis. Disease control shall be achieved utilizing materials and rates recommended by a licensed Arborist.

D. An insect control program to prevent all common insects from causing damage shall be provided on an as-needed basis. Insect control shall be achieved utilizing materials and rates recommended by a licensed California Pest Control Adviser.

### 3.10 Rodent Control

All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems.

## 4.0 SPECIALTY SERVICE REQUIREMENTS

### 4.1 Chemical Edging/Detailing

A. Frequency: Once every two (2) months, April to September; once every three (3) months, October to March.

B. Chemical application may be used in and around areas such as planters, areas adjacent to buildings, trees, fence lines, sprinkler heads, etc. Prior to application of chemicals, all areas shall be trimmed to proper mowing heights. Chemicals shall be applied in a manner to limit drift to six (6) inches. Precautionary measures shall be employed since all areas will be open to the public during application.

C. Spot treat with a portable sprayer or wick wand using an effective herbicide approved by County's Project Director or his designee and applied per manufacturer's recommendation.

D. All work involving chemicals shall be provided as identified in Section 6.0 of SOW.

## 4.2 Trimming and Crowning of Trees

A. Trees

1. All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Trees should be trimmed to maintain a sufficient clearance from buildings, security cameras, and to minimize potential safety hazards. Palm trees shall be maintained in accordance with section 4.2, paragraph A, subparagraph 1(f) below.

    a) Contractor shall submit to County Project Manager a schedule of tree trimming services to occur during the first three years of contract term, within the first 90 days of implementation. County Project Manager may request adjustments to the schedule during the three-year term.
    b) Maintain trees to achieve a fourteen (14) foot vertical clearance for all branches within the landscaped areas and sixteen (16) foot vertical clearance for branches overhanging beyond curb line into the paved section of roadways. Trees should be trimmed away from roof, fence or obstacles and away from private property.
    c) All wounds one (1) inch in diameter or over shall be painted with asphaltic base tree paint immediately after pruning.
    d) Remove all new growth on trees up to the appropriate height clearances.
    e) Remove all dead, diseased, and unsightly branches and trees. Trees to be removed shall have a caliper of three (3) inches or less measured six (6) inches above the ground level.
    f) Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times.

B. Staking and Tying/Materials Used

1. Damaged trees shall be staked and tied within twenty-four (24) hours.
2. Replace missing or damaged stakes where the tree diameter is less than three (3) inches within five (5) days.
3. Stake in those cases where tree has been damaged and requires staking for support.

4. Stake new trees or recently planted trees that have not been previously staked.
5. Tree stakes, two (2) per tree, shall be pentachlorophenol treated lodge pole pine not less than eight (8) feet in length for five (5) gallon size trees; not less than ten (10) feet for fifteen (15) gallon size trees.
6. Guy wires where required and plant ties will be of pliable, zinc-coated, ten (10) gauge wire, two (2) per tree.
7. Hose for covering wire shall be either new or used garden hose at least one-half (l/2) inch in diameter (hose ties should allow for minimum of three (3) additional inches of clearance beyond the diameter of the branch or trunk being secured).
8. Stakes will not be placed closer than eight (8) inches from the trunk of the tree.
9. Stakes and ties will be placed so no chafing of bark occurs.

## 4.3 Aerification

A. Frequency: Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee.

B. Aerate all turf areas by using a device that removes cores to a depth of two (2) inches at no more than six (6) inch spacing.

C. Aerification may be required immediately after vertical (thatch removal) operation and just prior to over seeding and fertilization.

D. All cores shall be removed from the turf and disposed of off-site or thoroughly pulverized within twenty-four (24) hours after aerating.

## 4.4 Fertilization

A. Frequency: Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager.

B. All fertilization shall be approved by County Project Manager or designee prior to its application.

C. Application of fertilizer shall be done in sections, determined by the areas covered by each irrigation system.

D. All areas fertilized shall be thoroughly soaked immediately after fertilization.

E. All turf areas shall receive not less than one (l) pound of actual available nitrogen in a balance fertilizer form for each one thousand

(l,000) square feet of turf area. All fertilizer shall be inorganic and granular in form with an approximate ratio of 4-1-2.

F. Areas shall be fertilized utilizing ratios and mixtures per manufacturer's recommendation.

G. Apply fertilizer/micro-nutrient within the drip line to provide healthy color. Fertilizer shall be organic and granular in form without trace elements.

H. Apply fertilizer/micro-nutrient to provide a healthy color to all shrubs. Foliar feeding may be used if applicable.

I. Fertilizer should be organic and granular in form without trace elements.

J. Areas shall be fertilized utilizing ratios and mixtures recommended by the manufacturer.

### 4.5 Renovation/Vertical Mowing

A. Frequency: As requested by County at an agreed to additional cost.

B. Care shall be taken to avoid unnecessary or excessive injury to the turf grass. Contractor shall be responsible for turf damage.

C. Sweep or rake the dislodged thatch from the turf areas and remove from site.

D. Standard renovating or vertical mowing type equipment shall be used. Flail or mulching type equipment may be used where it is most beneficial to the lawn.

E. Vertical mow to remove thatch in turf areas to encourage healthy growth and to maintain acceptable appearance.

F. Renovate to the soil line and remove all excessive thatch in turf areas.

G. After thatch is removed and upon completion of turf renovation, all turf areas shall be seeded, mulched, and watered.

H. Areas to be over seeded will be seeded utilizing blends or mixtures at the rate of application recommended by County Project Manager.

I. Mulch shall be spread evenly over the entire area to a uniform depth.

### 4.6 Cultivating

A. Frequency: As needed.

B. Cultivate beds and planter areas to ensure a neat appearance using appropriate equipment designed to loosen the soil to a depth of three (3) inches. Care shall be taken so as not to disturb plant materials or their roots in accomplishing this operation.

### 4.7 Turf Reseeding/Restoration of Bare Areas

A. Frequency: As requested by County at an agreed additional cost.

B. Seed all damaged, vandalized, or bare areas to reestablish turf to an acceptable quality.

C. Areas to be seeded utilizing blends or mixtures at the rate application recommended by County Project Manager.

D. Stolonize bare areas with Adlayd Turf (Paspalum vaginatum) at the rate recommended by the County Project Manager.

## 5.0 PLANT MATERIALS

5.1 Plant materials shall conform to the requirements of the landscape plan of the area and to "Horticultural Standards" of the American Association of Nurserymen as to kind, size, age, etc. Plans of record and specifications should be consulted to ensure correct identification of species. Plant material(s) larger than those specified may be supplied if complying in all other respects. Substitutions may be allowed but only with prior written approval by the County Project Manager or his designee.

5.2 Nomenclature: Plant names used in the landscape plan of the area shall conform to "Standard Plant Names" by the American Joint Committee on Horticulture Nomenclature. In those cases not covered therein the custom of the nursery trade is followed.

5.3 Quality: Plants shall be sound, healthy, and vigorous; free from plant disease, insect pests or their eggs; and shall have healthy normal root systems and comply with all State and local regulations governing these matters, and shall be free from any noxious weeds.

5.4 Where caliper or other dimensions of any plant material are omitted from the Plant List, it shall be understood that these plant materials shall be normal stock for type listed. They must be sturdy enough to stand safely without staking.

5.5 Plant materials shall be symmetrical, and/or typical for variety and species, and conform to measurements specified in the Plant List.

5.6 All plant materials must be provided from a licensed nursery and shall be subject to acceptance by the County Project Manager or designee.

5.7 Plant Materials Guarantee - All shrubs shall be guaranteed to live and remain in healthy condition from the date of planting by the Contractor.

## 6.0 USE OF CHEMICALS

6.1 All work involving the use of chemicals shall be in compliance with all federal, state, and local laws.

6.2 A listing of proposed chemicals, including commercial name, application rate and type of usage shall be submitted to County Project Manager or designee for approval at the commencement of the contract. No work shall begin until written approval of use is obtained from County Project Manager or designee.

6.3 Chemicals shall only be applied by those persons possessing a valid California Qualified Applicator's License. Application shall be in strict accordance with all governing regulations.

6.4 Records of all operations stating dates, times, methods of applications, chemical formulations, applicator's names, and weather conditions shall be made and retained in accordance with Sub-paragraph 8.37, Record Retention And Inspection/Audit Settlement, of the Sample Contract.

6.5 All chemicals requiring a special permit for use must be registered with the County Agricultural Commissioner and a permit obtained with a copy to the County Project Director or designee.

6.6 All regulations and safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California shall be adhered to.

6.7 Chemicals shall be applied when air currents are still; thus, preventing drift onto adjacent property and preventing any toxic exposure to persons whether or not they are in or near the area of application.

## 7.0 WASTE REMOVAL

7.1 Contractor shall collect and remove all clippings the same day that plant materials are pruned or trimmed. Contractor shall not use County trash bins for maintenance operations.

7.2 Contractor shall be required to empty and reline trash receptacles as identified in Facility and Landscape Specification Sheets, Exhibit C of this Contract. Contractor is responsible for replacing trash liners in trash receptacles.

7.3 Contractor shall not dispose of hazardous material(s) on site. All such materials collected must be disposed of in compliance with all applicable rules, laws, and/or regulations.

## 8.0 AS-NEEDED SERVICES

8.1 The County Project Manager or designee may authorize the Contractor to perform as-needed services, including, but not limited to, repairs and replacements as necessary, due to extraordinary incidents such as vandalism, acts of God, and third party negligence; or improvements in order to add new facilities or modifying existing facilities.

8.2 If the County Project Manager or designee determines that the required work resulting from vandalism, acts of God, or third party negligence can be performed by Contractor's staff, the County Project Manager or designee may temporarily modify the Contractor's work schedule in order to complete the as-needed services.

8.3 Prior to performing any as-needed services, the Contractor shall prepare and submit a written description of the work including an estimate of labor and materials to County Project Manager or designee. No as-needed services shall commence without prior written authorization by County Project Manager. Contractor shall be compensated at the labor rates identified in Exhibit B - Pricing Sheet(s).

8.4 All as-needed services shall commence on the established specified date and Contractor shall proceed diligently to complete said work within the time allotted. Contractor will not be compensated for services not authorized by County Project Manager or designee.

8.5 The County reserves the right to perform the services itself or assign the services to another Contractor.

## 9.0 EMERGENCY SERVICES

9.1 When a condition exists, which poses imminent danger or injury to the public or damage to property, Contractor shall contact the County’s Project Manager immediately upon discovery and obtain approval by County’s Project Manager prior to starting work. A written estimate shall be sent within a reasonable timeframe after completion of the emergency services.

9.2 Contractor shall bill for emergency services on a separate invoice from its monthly invoice in the month immediately after completion of the emergency services.

9.3 Contractor shall respond immediately to calls for all emergency services requests and be at the site within two (2) hours of notification by County, on any day, at any time.

9.4 Contractor shall not perform any emergency services without prior approval of Contract Manager.

## 10.0 MAINTENANCE REPORTS

10.1 Contractor shall submit with monthly invoice, a report indicating the maintenance operations described in this SOW are completed when any of the services are performed. This report shall include, at a minimum, the following information:

A. Quantity and complete description of **all** commercial and organic fertilizer(s) used.
B. Quantity and label description of **all** grass seed used.
C. Quantity and complete description of **all** soil amendments used.
D. A valid licensed Agricultural Pest Control Advisor's recommendation and copies of corresponding pesticide use necessary to perform the services described herein.

10.2 Contractor shall submit quarterly irrigation inspection reports to the County Project Manager or designee not later than the tenth day of the month following the end of a quarter.

## 11.0 CONTRACTOR RESPONSIBILITY

### 11.1 Contractor Personnel

A. Contractor shall assign a sufficient number of employees to perform the required services at County Facilities identified in Exhibit C, Facility and Landscape Specification Sheets.

B. Principal Landscaper

1. Contractor shall designate (1) one employee as principal landscaper with full responsibility for directing the entire crew on his/her shift.
2. Each principal landscaper shall be authorized to act for Contractor in every detail and must speak and understand English.

C. Contractor Supervisor

1. Contractor shall provide a thoroughly trained Supervisor or Lead Person who is knowledgeable in all aspects of the County's landscape services.
2. Supervisor or Lead Person shall visit Facilities during and after working shifts.
3. Supervisor or Lead Person must be available to County by cell phone or pager during all working shifts, 365 days per year, 24 hours a day.
4. The Supervisor or Lead Person must be able to effectively communicate in English, both orally and in writing.
5. Supervisor or Lead Person shall have access to Contractor's Project Manager during all hours of shift coverage, 365 days per year.

D. Arborist

Contractor shall provide or have access to a licensed arborist to inspect trees and provide written reports to County at County's request.

E. Contractor shall notify County's Contract Monitor , District Manager, and Contract manager when contract personnel assigned to the Contract are out on a scheduled or unscheduled absence or has terminated employment. Contractor is to provide the name of the substitute employee. Contractor shall ensure substitute employee obtains a County Identification (ID) badge prior to providing services.

F. All services requiring licenses and/or certifications will be performed by properly trained, licensed and certified personnel.

G. Contractor shall provide and require every employee to wear an appropriate uniform with the company identification at all times. County shall approve uniforms prior to contract start date.

H. Contractor shall require every on-duty employee to wear a visible photo identification badge issued by the County. Such badge shall be displayed on employee's person at all times he/she is on County designated property.

## 11.2 Facility Work Requirements

A. Contractor shall maintain a current and valid California-issued Contractor Classification C-27 and pest control business license throughout the duration of the entire term of the Contract.

B. Contractor recognizes that during the course of this contract, County personnel and/or other Contractors may conduct other activities and operations. These activities may include, but not be limited to, landscape refurbishment, modification or repair, construction and/or storm related operations. Contractor may be required to modify or curtail certain tasks and operations and shall promptly comply with any request by the County Project Manager.

C. Contractor shall perform a weekly maintenance inspection during daylight hours of all areas within the landscaped area. Such inspection shall be both visual and operational. It shall include operation of all irrigation systems checking for proper condition and reliability. Contractor shall take immediate steps to correct any observed irregularities, and submit a written report regarding such circumstances to the County Contract Monitor and County Project Manager.

D. The purchase of all materials, supplies, vehicles, and equipment necessary to provide the required services is the responsibility of the Contractor. Contractor certifies that all furnished landscape supplies are not harmful to the plants, trees and surfaces being serviced. Contractor shall use materials and equipment that are safe for the environment and safe for use by Contractor employees. All materials and supplies are subject to County approval.

**11.3 Training**

A. Contractor shall provide training programs for all new employees and continuing in-service training for all employees, including, but not limited to visual aids, dealing with the diverse maintenance needs of a facility. Contractor must provide County Project Manager with a summary of course material and training schedules for its employees upon request.

B. Contractor personnel shall be trained in their assigned tasks and in safety in the work place. All Contractor personnel must work in accordance with Federal, State, and local statutes and directives. Contractor must comply with and maintain the Injury and Illness Prevention Program (IIPP) standards and records in accordance with Federal and State OSHA requirements. Contractor shall provide proof of training and IIPP records upon County request.

C. Contractor is responsible for ensuring that personnel are kept current and properly trained on all appropriate technologies, both existing and new.

D. Contractor shall ensure that personnel be trained to render a high degree of courteous and efficient service. Contractor shall control the conduct, demeanor and appearance of all its officers, agents and employees and representatives.

### 11.4 County Required Meetings

A. Contractor's Project Manager or Supervisor shall meet with County's Project Manager or designee monthly or as determined by County to evaluate landscape and related services. Contractor's representative must be familiar with all facilities included in the contract and be able to address issues related to Contractor's services. Contractor and County will then mutually determine a corrective course of action and timeframe to remedy any problems found.

B. Contractor's Project Manager or designee shall be available to attend all daytime landscape services orientations with County Facility Managers. This shall include new facilities that are added to Contractor's services.

### 11.5 Contractor's Office

Contractor shall maintain an office, within the County of Los Angeles, with a telephone in the firm name by which the Contractor conducts business. The office shall be staffed during normal business hours by at least one employee who can respond to inquiries and complaints, which may be received about the Contractor's performance of the Contract work. Contractor shall ensure County can access Contractor when the office is closed, by maintaining an answering service, and/or equipping the designated employee with a cellular phone and/or a pager to receive calls regarding the Contractor's performance of the Contract work. The Contractor shall answer calls received by the answering service, cellular phone, or pager within two (2) hours of receipt of the call**.** Failure to respond within the two-hour time frame will be cause for assessment in accordance with the Procurement Requirements Summary (PRS).

## 12.0 COUNTY RESPONSIBILITIES

### 12.1 Furnished Items

County may provide storage facilities for Contractor's use, as determined by County. In the event said facilities are provided, Contractor's use thereof shall be only for the purpose of storing equipment and materials required for maintenance. Contractor is prohibited from use of said storage facilities or any other County property for the conduct of his/her business interests that

are not directly related to, or required by the contract. Contractor assumes all risks of loss and damage to materials and equipment stored.

12.2 County does not anticipate assigning any County employee to Contractor on a full time basis. County personnel will be made available to the Contractor at the County Project Manager's discretion, to answer questions and provide a necessary liaison between Contractor and County. County will provide all utilities, including gas, electricity, and water for on-site facilities. County will provide no utilities or phones to Contractor if off-site facilities are used.

## 13.0 MAINTENANCE SCHEDULES

13.1 Contractor shall submit a work schedule for each facility to the County Project Manager within ten (10) days prior to start of Contract. Thereafter, work schedules shall be set on by January of each year identifying all the required on-going maintenance tasks and frequencies of work. The schedules shall delineate the time frames for the maintenance function by day of the week, morning, and afternoon.

13.2 Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County Project Manager for review and approval within five (5) working days prior to scheduled time for work.

13.3 Contractor shall provide any specialty type maintenance that is a result of poor workmanship by Contractor, to bring landscaped areas up to the level of well-manicured and clean, at Contractor's expense as determined by County.

## 14.0 GREEN INITIATIVES

Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits. In using the County's Facilities, the Contractor will develop and adhere to an energy conservation plan that is consistent with County policy. Contractor shall notify County's Project Manager of Contractor's new green initiatives prior to the contract commencement.

## 15.0 ADDITION/DELETION OF FACILITIES/ADDITIONAL WORK

County reserves the right to add or delete Facilities, adjust staffing requirements and/or Facility operating hours during the Contract Term. All changes must be made in accordance with the Contract, Paragraph 8, Standard Terms and Conditions, Amendments, Sub-paragraph 8.1 Amendments.

Any additional work as a result of Addition/Deletion of facilities shall be billed at the rates submitted for additional services in Exhibit B, Pricing Sheets.

## 16.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The plan shall be submitted to the County's Project Manager for review within five (5) working days of the start of the contract. The plan shall include the following:

16.1 Method of monitoring to ensure that Contract requirements are being met.

16.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County Project Manager on a monthly basis.

16.3 Methods of continuing to ensure services to the County in the event of a strike by the Contractor's employees.

## 17.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in Contract, Paragraph 8, Terms and Conditions, Sub-Paragraph 8.15, County's Quality Assurance Plan.

### 17.1 Monthly Meetings

Contractor is required to attend (Monthly) meetings with County Project Manager and/or designees. Contractor may be required to attend additional meetings to discuss service level deficiencies or contract issues within 24-hour notice.

### 17.2 Contract Discrepancy Report (CDR)

Verbal Notification of a Contract discrepancy will be made to the Contractor's Project Manager as soon as possible whenever a Contract discrepancy is identified. The problem will be resolved within a time period established by County.

The verbal notification may be followed with a formal CDR, as provided in Exhibit 1, at the discretion of the County's Contract Project Manager. The CDR will indicate the contract discrepancy, the Contractor's response and the correction due date for each discrepancy noted.

Upon receipt of the CDR, the Contractor is required to respond in writing to the County's Project Manager or designee within 24 hours, acknowledging the reported discrepancies or presenting contrary information. If Additional time will be required to complete the correction(s), this must also be indicated in the response. Approval of any additional time for completions will be at the County's discretion.

### 17.3 County Observations

In addition to the departmental contracting staff, other County personnel may observe performance, activates and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

### 17.4 Methods of Monitoring

County may use one or more of the following inspection methods to evaluate Contractor's performance.

- Sampling
- One hundred percent (100%) inspection of output items on a periodic basis (daily, weekly, monthly, etc.) using Exhibit 3, Landscape Maintenance Certification as determined necessary to assure a sufficient evaluation of Contractor performance.
- Customer complaints or public complaints.

### 17.5 Unacceptable Performance

Performance of a listed service is considered acceptable when Contractor performs the tasks specified in the SOW.

- When the County Contract Monitor determines that the performance is unacceptable, the County Contract Monitor shall notify Contractor of the discrepancy.
- Contractor must correct the problem within the time frame directed by the County Contract Monitor.
- The County Contract Monitor will perform a follow-up inspection and will evaluate Contractor's corrective action.
- If the problem has not been corrected, the County Contract Monitor will prepare a CDR with the deadline for completion. Failure to respond to CDR may result in an assessment for non-compliance as set forth in this.
- County Project Manager determines assessment, if any. And assessment letter will be sent to the Contractor.

## 18.0 PERFORMANCE REQUIREMENTS SUMMARY

All listings of services used in Exhibit 2 – Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the SOW, and not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any services seems to be created in the PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on the Contractor.

When the Contractor's performance does not conform to the requirements of this Contract, the County will have the option to apply the following non-performance remedies:

- Require Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to the acceptable level and monitoring methods to prevent recurrence.
- Reduce payment to Contractor by a computed amount based on the damage fee(s) in the PRS Chart.
- Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within five (5) days shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said services(s), as determined by the County, shall be credited to the County on the Contractor's future invoices.

This section does not preclude the County's right to terminate the contract upon ten (10) days written notice with or without cause, as provided for in Contract, Paragraph 8, Terms and Conditions, Sub-paragraph 8.42, Termination for Convenience.

EXHIBIT 1

## CUSTODIAL SERVICES DIVISION

# CONTRACT DISCREPANCY REPORT

**CONTRACTOR RESPONSE DUE WITHIN 24 HOURS**

| | | | |
|---|---|---|---|
| **Facility Name:** | **Address:** | | **Date of Inspection:** |
| **Contractor:** | **Contract No.** | **Contract Monitor:** | **CSD Dist #** |
| **Contact Person:** | **Telephone: ( ) -** | **District Manager Signature:** | |
| **Report Transmitted to Fax #: ( ) -** | | **Fax: ( ) -** | |

A contract discrepancy(s) is specified below. The contractor will take corrective action and respond back to ISD Custodial Division Contact Person identified above by the date required. Failure to take corrective action or respond to this Contract Discrepancy Report by the date specified may result in the deduction of damages.

| No. | Contract Discrepancy | Contractor's Response | County Use Only | |
|---|---|---|---|---|
| | | | Date Correction Due | Date Completed |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |

*Contractor's Representative Signature* *Date Signed*

| **Additional Comments:** |
|---|
| |
| |

# PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

| REFERENCE/ REQUIRED SERVICE | STANDARD OF PERFORMANCE | MONITORING METHOD | DEDUCTIONS/FEES TO BE ASSESSED |
|---|---|---|---|
| Contract: Paragraph 5.5.4 Invoice and Payments, submission of Invoices. | Monthly Invoices are received and approved by the County by the 15th calendar day of the month following the month of services | Invoices are received in County office by the due date. | $100 per occurrence |
| Contract: Paragraph 5.5.4 Invoice and Payments, submission of Invoices. | Invoices for as needed and/or additional work are received and approved by the County within 30 days of the date service is performed. | Invoices are received in County office by the due date. | $100 per occurrence |
| Contract: Paragraph 7. 2 Approval of Contractor's Staff | County's approval of staff. | Inspection and Observation | $50 per occurrence |
| Contact: Paragraph 7.4.1 Background and Security Investigations | Contractor's staff must pass background checks. Fees at expense of Contractor. | Inspection and Observation | $50 per occurrence |
| Contact: Paragraph 7.4.2 & 7.4.3 Background and Security Investigations | Contractor's staff not passing background checks are not to work at County facilities and shall be removed from County facilities. | Inspection and Observation | $50 per occurrence |
| Contract: Paragraphs 8.24 & 8.25 General Insurance Requirements | Compliance with Contract Insurance Requirements | Receipt of document | $100 per occurrence; possible termination for default of contract. |
| Contract: Paragraph 8.34 Notices | Contractor to submit notices of changes in personnel to County. | Receipt of document | $50 per occurrence |
| Contract: Paragraph 8.38 Record Retention & Inspection/Audit Settlement | Contractor to maintain all required documents as specified in Sub-paragraph 8.37. | Inspection of files | $100 per occurrence; possible termination for default of contract. |
| Contract: Paragraph 8.40 Subcontracting | Contractor shall obtain County's written approval prior to subcontracting any work. | Inspection & Observation | $100 per occurrence; possible termination for default of contract |
| Contract: Paragraph 9.1 Contractor's Compliance with Living Wage | Contractor to be in compliance with County's Living Wage Program. | Inspection & Observation | $100 per occurrence; possible termination for default of contract. |

## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

| REFERENCE/ REQUIRED SERVICE | STANDARD OF PERFORMANCE | MONITORING METHOD | DEDUCTIONS/FEES TO BE ASSESSED |
|---|---|---|---|
| SOW Section 3.1 Mowing | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 3.2 Edging/Detailing/ Weed Control | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 3.3 Weed Control | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 3.4 Litter Control | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 3.5 Raking | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 3.6 Pruning of Trees, Hedges and Ground Cover | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 3.7 Watering | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 3.8 Irrigation System Maintenance | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 3.9 Disease/Insect Control | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 3.10 Rodent Control | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 4.1 Chemical Edging/Detailing | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 4.2 Trimming and Crowning of Trees | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |

## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

| REFERENCE/ REQUIRED SERVICE | STANDARD OF PERFORMANCE | MONITORING METHOD | DEDUCTIONS/FEES TO BE ASSESSED |
|---|---|---|---|
| SOW Section 4.3 Aerification | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 4.4 Fertilization | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 4.5 Renovation/Vertical Mowing | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 4.6 Cultivating | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 4.7 Turf Reseeding/Restoration of Bare Areas | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 5.0 Plant Materials | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 7.0 Waste Removal | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 9.0 Emergency Services Requests | 100% Contractor response within 2 hours of notification by County. | Observation of Response | $50 per occurrence |
| SOW Section 10.0 Maintenance Reports | 100 % Completion of Required Services | Acceptance and Inspection of Reports | $50 per occurrence |
| SOW Section 11.1.B Contractor Personnel | Provide Principal Landscaper/must read, speak and understand English. | Inspection & Observation | $50 per occurrence |
| SOW Section 11.1.C. Contractor Supervisor | Provide a Supervisor accessible all hours 365 days/year. Must read, speak and understand English. Notify County of Changes to Project Manager. | Inspection and Observation | $50 per occurrence |

## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

| REFERENCE/ REQUIRED SERVICE | STANDARD OF PERFORMANCE | MONITORING METHOD | DEDUCTIONS/FEES TO BE ASSESSED |
|---|---|---|---|
| SOW Section 11.1.G Uniforms | Contractor to ensure all employees wear approved uniforms and County issued ID badges. | Inspection and Observation | $50 per occurrence |
| SOW Section 11.3 Training | Provide Training Programs for new employees. | Provide copies of Programs upon County request | $50 per occurrence |
| SOW Section 11.4 County required meetings | Contractor attendance at all monthly or as required County meetings. | Observation of Attendance | $50 per occurrence |
| SOW 11.5 Contractor Office. | Contractor to maintain office in Los Angeles County. Must be staffed 8-5 Monday-Friday. When closed, must have answering service, cellular phones or pager to respond to County calls within 2 hours. | Inspection and Observation | $50 per occurrence |

**EXHIBIT 3**

## LANDSCAPE MAINTENANCE CERTIFICATION

I (We) hereby certify under penalty of perjury that the work within the facilities specified under the provisions of County Contract No. _____ has been performed in accordance with the specifications of said Contract for the month of _____, 20_____, and that:

| | | Yes | No | Initial |
|---|---|---|---|---|
| 1. | Not less than the living wages, as determined by the LA County Living Wage Ordinance, have been paid to personnel employed to do this work. | ____ | ____ | ____ |
| 2. | All On-Going Maintenance tasks have been completed as provided for in the Scope or Work and Specifications. | ____ | ____ | ____ |
| 3. | Irrigation systems have been checked for operability and that the following are functioning properly: | | | |
| | a) Irrigation lines | ____ | ____ | ____ |
| | b) Valves | ____ | ____ | ____ |
| | c) Sprinkler heads | ____ | ____ | ____ |
| | d) Controllers | ____ | ____ | ____ |
| 4. | Has spraying and/or use of chemicals occurred? ☐ Yes ☐ No<br>If yes: | | | |
| | a) Have copies of the Pest Control Agent's written recommendations been sent to the County Contract Monitor? | ____ | ____ | ____ |
| | b) Have copies of the Pesticide Use Report been sent to the County Contract Monitor? | ____ | ____ | ____ |
| | c) Have Copies of restricted use permits been sent to the County Contract Monitor? | ____ | ____ | ____ |
| 5. | Have specialty type maintenance services been requested? ☐ Yes ☐ No<br>If yes: | | | |
| | a) Has County Contract Monitor been notified in writing? | ____ | ____ | ____ |
| | b) Has quantity and complete description of materials used been sent to County Contract Monitor? (if applicable) | ____ | ____ | ____ |
| 6. | Has the work schedule provided changed? ☐ Yes ☐ No<br>If yes: | | | |
| | a) Has the County Contract Monitor been notified? | ____ | ____ | ____ |

7. COMMENTS

_____

_____

_____

_____ _____

Company Authorized Representative Date

**EXHIBIT B**

# PRICING SHEET

**EXHIBIT B**

# MARINA LANDSCAPE, INC.
## PRICING SHEET
## REGION 4

| BIS No. | FACILITY | DEPARTMENT | ADDRESS | CITY | MONTHLY COST |
|---|---|---|---|---|---|
| 08920 | 1 | Animal Care & Control/Aoura Animal Care Center | 29525 Agoura Rd. | Agoura | $ 1,607.00 |
| 06501 | 2 | Health Services/Canoga Park Health Center | 7107 Remmet Ave. | Canoga | $ 536.00 |
| 04025 | 3 | Courts/Culver City Courthouse | 4130-50 Overland Ave | Culver City | $ 268.00 |
| 07062 | 4 | Internal Services/headquarters District 3 | 11236 Playa Ct. | Culver City | $ 67.00 |
| 03748 | 5 | Public Health/Curtis-Tucker Health Center | 123 W. Manchester Blvd. | Inglewood | $ 536.00 |
| 10836 | 6 | Public Social Services/Southwest Family AP Office | 923 E. Redondo Blvd. | Inglewood | $ 536.00 |
| 04362 | 7 | Assessor/Lomita Administrative Center | 24320 Narborn Ave. | Lomita | $ 1,339.00 |
| 05228 | 8 | Probation/Records Storage-Parking | 3965 S. Vermont Ave | Los Angeles | $ 536.00 |
| 06517 | 9 | Public Health/Hollywood-Wilshire Public Health Center | 5205 Melrose Ave. | Los Angeles | $ 536.00 |
| 04166 | 10 | Courts/Malibu Civic Center | 23519-25 Civic Center Way | Malibu | $ 2,143.00 |
| 06505 | 11 | Public Health/South Bay Programs & Services Health Center | 122 W. 8th St. | San Pedro | $ 536.00 |
| 10529 | 12 | Community & Senior Services/San Pedro Service Center | 769 W. 3rd St. | San Pedro | $ 1,071.00 |
| 06480 | 13 | CEO/Torrance Public Health Center | 2300 W. Carson St. | Torrance | $ 1,071.00 |
| 10871 | 14 | Public Works/Ventura Park & Ride | 10801 Ventura Blvd. | Studio City | $ 268.00 |
| 05300, 05574 | 15 | Probation-Public Works/Building & Safety | 1320-30 W. Imperial Hwy. | Los Angeles | $ 268.00 |
| 06495 | 16 | Public Health/Dr. Ruth Temple Center | 3834 Western Ave. | Los Angeles | $ 536.00 |
| 06544 | 17 | Public Health/MLK Jr. Health Center | 11833 S. Wilmington Ave. | Los Angeles | $ 1,205.00 |
| | | | | **TOTAL** | **$ 13,059.00** |

| ADDITIONAL SERVICES* | |
|---|---|
| **SERVICE** | **RATE ($)** |
| Facility Additions - Staffing | $ 77.55 |
| Landscape Laborer (Hourly Rate) | $ 19.39 |
| Principal Landscaper (Hourly Rate) | $ 19.39 |
| Supervisor (Hourly Rate) | $ 19.65 |

* These rates shall be fully burdened.

EXHIBIT C

# FACILITY AND LANDSCAPE SPECIFICATION SHEETS

| **Region 4 Facility No. 1** | |
|---|---|
| **Department/Facility** | Animal Care & Control/Agoura Animal Care Center |
| **Address** | 29525 Agoura Rd., Agoura, CA 91301 |
| **Days/Hours of Operation** | Weekly: All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 171 |
| Number of Palm Trees | 0 |
| Number of Planters | 0 |
| Shrubs | Yes |
| Hedges | Yes |
| Grass | No |
| Irrigation System | Yes |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Weekly |
| 3.4 Litter Control | Weekly |
| 3.5 Raking | Weekly |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| |

FOS District #: _____
Contract Monitor: _____

| **Region 4 Facility No. 2** | |
|---|---|
| **Department/Facility** | Health Services/Canoga Park Health Center |
| **Address** | 7107 Remmet Ave., Canoga Park, CA 91303 |
| **Days/Hours of Operation** | Weekly: All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 6 |
| Number of Palm Trees | 0 |
| Number of Planters | 0 |
| Shrubs | Yes |
| Hedges | Yes |
| Grass | Yes |
| Irrigation System | No |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Weekly |
| 3.4 Litter Control | Weekly |
| 3.5 Raking | Weekly |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| Hand watering is required at this site. |

FOS District #: _____
Contract Monitor: _____

| **Region 4 Facility No. 3** | |
|---|---|
| **Department/Facility** | Courts/Culver City Courthouse |
| **Address** | 4130-50 Overland Ave., Culver City, CA 90232 |
| **Days/Hours of Operation** | Weekly: All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 4 |
| Number of Palm Trees | 0 |
| Number of Planters | 34 |
| Shrubs | Yes |
| Hedges | Yes |
| Grass | No |
| Irrigation System | Yes |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Weekly |
| 3.4 Litter Control | Weekly |
| 3.5 Raking | Weekly |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| Manual control of the irrigation system is required. |

FOS District #: _____
Contract Monitor: _____

| **Region 4 Facility No. 4** | |
|---|---|
| **Department/Facility** | Internal Services/Headquarter District 3 |
| **Address** | 11236 Playa Ct., Culver City, CA 90230 |
| **Days/Hours of Operation** | Weekly: All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 13 |
| Number of Palm Trees | 2 |
| Number of Planters | 0 |
| Shrubs | Yes |
| Hedges | Yes |
| Grass | No |
| Irrigation System | Yes |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Weekly |
| 3.4 Litter Control | Weekly |
| 3.5 Raking | Weekly |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| Hand watering is required at this site. |

FOS District #: _____
Contract Monitor: _____

| **Region 4 Facility No. 5** | |
|---|---|
| **Department/Facility** | Public Health/ Curtis-Tucker Health Center |
| **Address** | 123 W. Manchester Blvd., Inglewood, CA 90301 |
| **Days/Hours of Operation** | Weekly: All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 8 |
| Number of Palm Trees | 1 |
| Number of Planters | 0 |
| Shrubs | Yes |
| Hedges | Yes |
| Grass | No |
| Irrigation System | Yes |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Weekly |
| 3.4 Litter Control | Weekly |
| 3.5 Raking | Weekly |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| Currently, hand watering is required at some areas of this site until the irrigation system is fixed since gas company broke it. |

FOS District #: _____
Contract Monitor: _____

| **Region 4 Facility No. 6** | |
|---|---|
| **Department/Facility** | Public Social Services/Southwest Family AP Office |
| **Address** | 923 E. Redondo Blvd., Inglewood, CA 90302 |
| **Days/Hours of Operation** | Weekly: All work to be done during daylight hours |

| Description | Required Maintenance |
|---|---|
| Number of Trees | 7 |
| Number of Palm Trees | 1 |
| Number of Planters | 5 |
| Shrubs | Yes |
| Hedges | Yes |
| Grass | No |
| Irrigation System | Yes |

| General Service Requirements | Frequency |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Weekly |
| 3.4 Litter Control | Weekly |
| 3.5 Raking | Weekly |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| Hand watering is required at this site. |

FOS District #: _____
Contract Monitor: _____

| **Region 4 Facility No. 7** | |
|---|---|
| **Department/Facility** | Assessor/Lomita Administrative Center |
| **Address** | 24320 Narbonne Ave., Lomita, CA 90717 |
| **Days/Hours of Operation** | Weekly: All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 35 |
| Number of Palm Trees | 1 |
| Number of Planters | 38 |
| Shrubs | Yes |
| Hedges | Yes |
| Grass | Yes |
| Irrigation System | Yes |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Weekly |
| 3.4 Litter Control | Weekly |
| 3.5 Raking | Weekly |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| Hand watering is required at this site. |

FOS District #: _____
Contract Monitor: _____

| **Region 4 Facility No. 8** | |
|---|---|
| **Department/Facility** | Probation/Records Storage-Parking |
| **Address** | 3965 S. Vermont Ave., Los Angeles, CA 90037 |
| **Days/Hours of Operation** | Weekly: All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 4 |
| Number of Palm Trees | 1 |
| Number of Planters | 0 |
| Shrubs | No |
| Hedges | No |
| Grass | Yes |
| Irrigation System | No |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Weekly |
| 3.4 Litter Control | Weekly |
| 3.5 Raking | Weekly |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| Hand watering is required at this site. |

FOS District #: _____
Contract Monitor: _____

| **Region 4 Facility No. 9** | |
|---|---|
| **Department/Facility** | Public Health/Hollywood-Wilshire Public Health Center |
| **Address** | 5205 Melrose Ave., Los Angeles, CA 90004 |
| **Days/Hours of Operation** | Weekly: All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 12 |
| Number of Palm Trees | 1 |
| Number of Planters | 2 |
| Shrubs | Yes |
| Hedges | Yes |
| Grass | No |
| Irrigation System | Yes |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Weekly |
| 3.4 Litter Control | Weekly |
| 3.5 Raking | Weekly |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| Hand watering is required at this site. |

FOS District #: _____
Contract Monitor: _____

| **Region 4 Facility No. 10** | |
|---|---|
| **Department/Facility** | Courts/Malibu Civic Center |
| **Address** | 23519-25 Civic Center Way, Malibu, CA 90265 |
| **Days/Hours of Operation** | Weekly: All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 64 |
| Number of Palm Trees | 0 |
| Number of Planters | 0 |
| Shrubs | Yes |
| Hedges | Yes |
| Grass | Yes |
| Irrigation System | Yes |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Weekly |
| 3.4 Litter Control | Weekly |
| 3.5 Raking | Weekly |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| |

FOS District #: _____
Contract Monitor: _____

| **Region 4 Facility No. 11** | |
|---|---|
| **Department/Facility** | Public Health/South Bay Programs & Services Health Center |
| **Address** | 122 W. 8th St., San Pedro, CA 90731 |
| **Days/Hours of Operation** | Weekly: All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 0 |
| Number of Palm Trees | 0 |
| Number of Planters | 6 |
| Shrubs | Yes |
| Hedges | Yes |
| Grass | No |
| Irrigation System | Yes |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Weekly |
| 3.4 Litter Control | Weekly |
| 3.5 Raking | Weekly |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| |

FOS District #: _____
Contract Monitor: _____

| **Region 4 Facility No. 12** | |
|---|---|
| **Department/Facility** | Community & Senior Services/San Pedro Service Center |
| **Address** | 769 W. 3rd St., San Pedro, CA 90731 |
| **Days/Hours of Operation** | Weekly: All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 27 |
| Number of Palm Trees | 2 |
| Number of Planters | 10 |
| Shrubs | Yes |
| Hedges | Yes |
| Grass | No |
| Irrigation System | Yes |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Weekly |
| 3.4 Litter Control | Weekly |
| 3.5 Raking | Weekly |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| Manually turning on/off valve(s) for watering is required at the site. |

FOS District #: _____
Contract Monitor: _____

| **Region 4 Facility No. 13** | |
|---|---|
| **Department/Facility** | CEO/Torrance Public Health Center |
| **Address** | 2300 W. Carson St., Torrance, CA 90501 |
| **Days/Hours of Operation** | Weekly: All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 73 |
| Number of Palm Trees | 0 |
| Number of Planters | 9 |
| Shrubs | Yes |
| Hedges | Yes |
| Grass | Yes |
| Irrigation System | Yes |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Weekly |
| 3.4 Litter Control | Weekly |
| 3.5 Raking | Weekly |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| |

FOS District #: _____
Contract Monitor: _____

| **Region 4 Facility No. 14** | |
|---|---|
| **Department/Facility** | Public Works/Ventura Park & Ride |
| **Address** | 10801 Ventura Blvd., Studio City, CA 91604 |
| **Days/Hours of Operation** | 3 times a week: All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 36 |
| Number of Palm Trees | 0 |
| Number of Planters | 0 |
| Shrubs | Yes |
| Hedges | Yes |
| Grass | No |
| Irrigation System | No |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | 3 times a week |
| 3.4 Litter Control | 3 times a week |
| 3.5 Raking | 3 times a week |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| Hand water is required at this site. |

FOS District #: _____
Contract Monitor: _____

| **Region 4 Facility No. 15** | |
|---|---|
| **Department/Facility** | Probation-Public Works/Building & Safety |
| **Address** | 1320-30 W. Imperial Hwy., Los Angeles , CA 90044 |
| **Days/Hours of Operation** | Weekly: All work to be done during daylight hours |

| Description | Required Maintenance |
|---|---|
| Number of Trees | 54 |
| Number of Palm Trees | 0 |
| Number of Planters | 5 |
| Shrubs | Yes |
| Hedges | Yes |
| Grass | Yes |
| Irrigation System | Yes |

| General Service Requirements | Frequency |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Weekly |
| 3.4 Litter Control | Weekly |
| 3.5 Raking | Weekly |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| Irrigation system is in place and functions properly. Contractor is responsible to maintain all new areas including planters and islands around the building and those bordering Imperial Hwy and Normandie Ave. Contractor is not responsible for the old areas around construction area. |

FOS District #: _____
Contract Monitor: _____

| **Region 4 Facility No. 16** | |
|---|---|
| **Department/Facility** | Public Health/Dr. Ruth Temple Center |
| **Address** | 3834 Western Ave., Los Angeles, CA 90062 |
| **Days/Hours of Operation** | Weekly: All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 10 |
| Number of Palm Trees | 6 |
| Number of Planters | 4 |
| Shrubs | Yes |
| Hedges | No |
| Grass | Yes |
| Irrigation System | Yes |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Weekly |
| 3.4 Litter Control | Weekly |
| 3.5 Raking | Weekly |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | as-needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| Parking lot across the street is included in the site and is serviced. |

FOS District #: _____
Contract Monitor: _____

| **Region 4 Facility No. 17** | |
|---|---|
| **Department/Facility** | Public Health/MLK Jr. Health Center |
| **Address** | 11833 S. Wilmington Ave., Los Angeles, CA 90059 |
| **Days/Hours of Operation** | Weekly: All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 6 |
| Number of Palm Trees | 53 |
| Number of Planters | 0 |
| Shrubs | Yes |
| Hedges | Yes |
| Grass | Yes |
| Irrigation System | Yes |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Weekly |
| 3.4 Litter Control | Weekly |
| 3.5 Raking | Weekly |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| Park area at the site is excluded and is maintained by Parks & Recreation. |

FOS District #: _____
Contract Monitor: _____

# CONTRACTOR'S EEO CERTIFICATION

Marina Landscape Inc.
Contractor Name

1900 S. Lewis St. Anaheim CA 92805
Address

95-3760820
Internal Revenue Service Employer Identification Number

## GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

| CONTRACTOR'S SPECIFIC CERTIFICATIONS | YES | NO |
|---|---|---|
| 1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | x | ☐ |
| 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. | x | ☐ |
| 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | x | ☐ |
| 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | x | ☐ |

Robert B. Cowan, President
Authorized Official's Printed Name and Title

Authorized Official's Signature

6/20/2013
Date

# COUNTY'S ADMINISTRATION

CONTRACT NO. _____

**COUNTY PROJECT DIRECTOR:**

| | |
|---|---|
| Name: | Yolanda Young |
| Title: | Division Manager |
| Address: | 1100 N Eastern Ave |
| | Los Angeles, CA 90063 |
| Telephone: | (323) 267-3101 |
| Facsimile: | (323) 415-8664 |
| E-mail Address: | yyoung@isd.lacounty.gov |

**COUNTY PROJECT MANAGER (CPM):**

| | |
|---|---|
| Name: | Laura Lambertson |
| Title: | Division Manager |
| Address: | 1100 N. Eastern Avenue |
| | Los Angeles, CA 90063 |
| Telephone: | (323) 267-3100 |
| Facsimile: | (323) 881-0132 |
| E-mail Address: | llambertson@isd.lacounty.gov |

**COUNTY CONTRACT MONITORS:**

| | |
|---|---|
| Name: | Various |
| Title: | Facilities Contract Monitors |
| Address: | 1100 N. Eastern Avenue |
| | Los Angeles, CA 90063 |
| Telephone: | Varies |
| Facsimile: | Varies |
| E-mail Address: | N/A |

# CONTRACTOR'S ADMINISTRATION

MARINA LANDSCAPE INC.
CONTRACTOR'S NAME

CONTRACT NO. _____

**CONTRACTOR'S PROJECT DIRECTOR:**

| | |
|---|---|
| Name: | Marty L. Stowell |
| Title: | VP-Operations |
| Address: | 1900 S. Lewis Street |
| | Anaheim CA 92805 |
| Telephone: | (818) 612-0118 |
| Facsimile: | (714) 704-0451 |
| E-mail Address: | mstowel@marinaco.com |

**CONTRACTOR'S AUTHORIZED OFFICIALS:**

| | |
|---|---|
| Name: | Robert B. Cowan |
| Title: | President. |
| Address: | 1900 S. Lewis Street |
| | Anaheim CA 92805 |
| Telephone: | (714) 939-6600 |
| Facsimile: | (714) 935-1199 |
| E-mail Address: | rbcowan@marinaco.com |

| | |
|---|---|
| Name: | Marty L. Stowell |
| Title: | VP-Operations |
| Address: | 1900 S. Lewis Street |
| | Anaheim CA 92805 |
| Telephone: | (818) 612-0118 |
| Facsimile: | (714) 704-0451 |
| E-mail Address: | mstowel@marinaco.com |

**Notices to Contractor shall be sent to the following address:**

| | | |
|---|---|---|
| Name: | Angie Trejo | |
| Title: | Maintenance Administrator | |
| Address: | 1900 S. Lewis Street | **Please include the Contract Director in |
| | Anaheim CA 92805 | any notices sent by the Agency. ** |
| Telephone: | (714) 704-0458 | |
| Facsimile: | (714) 704-0451 | |
| E-mail Address: | atrejo@marinaco.com | |

# CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name MARINA LANDSCAPE INC

Contract No. _____

GENERAL INFORMATION:
The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:
Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:
Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: 06/20/2013

PRINTED NAME: ROBERT B COWAN

POSITION: PRESIDENT

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

A. “Contractor” means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. “Employee” means any California resident who is a full-time employee of a contractor under the laws of California.

C. “Contract” means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)
2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.070. Exceptions.**

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,

2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

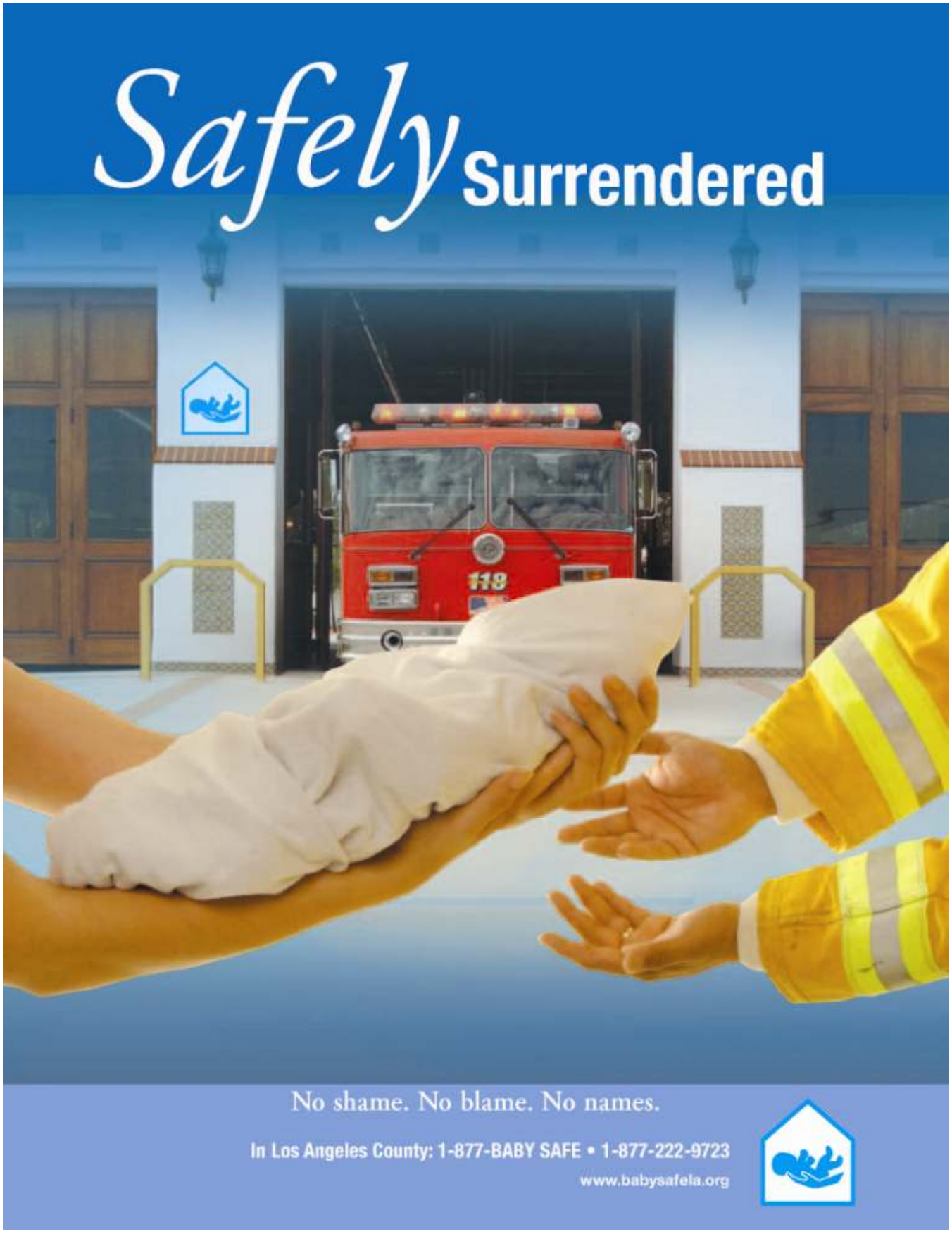
3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed $500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)


Safely Surrendered
119
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723
www.babysafela.org

# *Safely* Surrendered *Baby Law*

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

## How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

## What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at **1-800-540-4000.**

## Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

## Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

## Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

## What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

## What happens to the parent or surrendering adult?

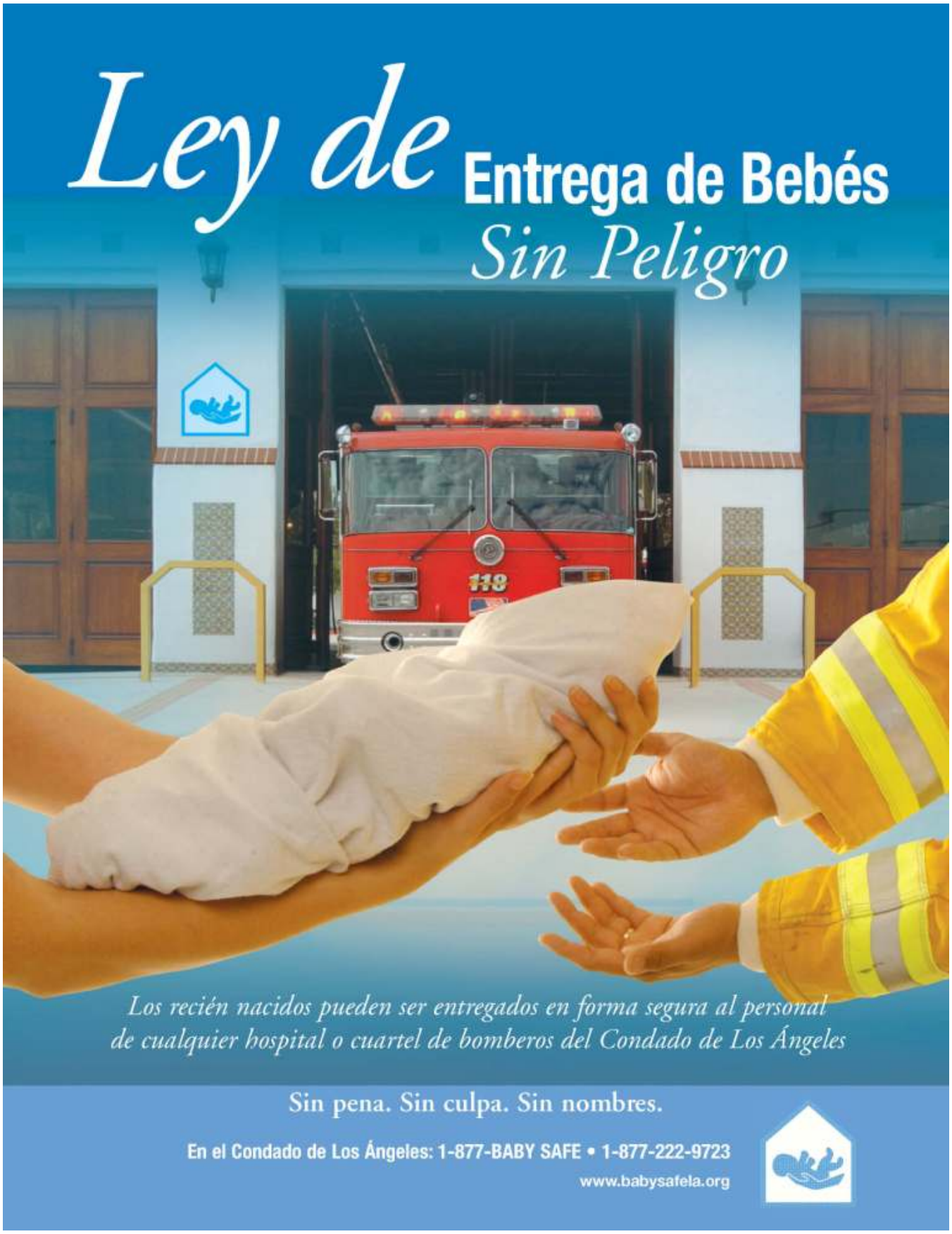
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

The purpose of the **Safely Surrendered Baby Law** is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The **Safely Surrendered Baby Law** prevents this tragedy from ever happening again in California.

## *A baby's story*

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.


Ley de Entrega de Bebés
Sin Peligro
Los recién nacidos pueden ser entregados en forma segura al personal
de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles
Sin pena. Sin culpa. Sin nombres.
En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

# *Ley de* Entrega de Bebés *Sin Peligro*

### ¿Qué es la Ley de Entrega de Bebés sin Peligro?

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 Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

### ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al **1-800-540-4000**.

### ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan *si tienen custodia legal.*

### ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

### ¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

### ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

### ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

### ¿Por qué se está haciendo esto en California? ?

La finalidad de la **Ley de Entrega de Bebés sin Peligro** es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La **Ley de Entrega de Bebés sin Peligro** impide que vuelva a suceder esta tragedia en California.

## *Historia de un bebé*

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del 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.

# Prop A – Living Wage Program Exhibits

## *Exhibits J, K, & L*

Title 2 ADMINISTRATION
Chapter 2.201
LIVING WAGE PROGRAM

**2.201.010 Findings.**

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles. (Ord. 2007-0011 § 1, 2007: Ord. 99-0048 § 1 (part), 1999.)

**2.201.020 Definitions.**

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

A. "County" includes the county of Los Angeles, any county officer or body, any county department head, and any county employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.

B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a county of Los Angeles owned or leased facility.

C. "Employer" means:

1. An individual or entity who has a contract with the county:

a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or

b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and

c. Who has received or will receive an aggregate sum of $25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or

2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the county.

D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the chief administrative officer, but in no event less than 35 hours worked per week.

E. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq. of this code, entitled Contracting with Private Business. (Ord. 2007-0011 § 2, 2007: Ord. 99-0048 § 1 (part), 1999.)

**2.201.030 Prospective effect.**

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. (Ord. 99-0048 § 1 (part), 1999.)

* Editor's note: Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

Title 2 ADMINISTRATION
Chapter 2.201
LIVING WAGE PROGRAM

**2.201.040 Payment of living wage.**

A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be $9.64 per hour with health benefits, or $11.84 per hour without health benefits.

B. To qualify for the living wage rate with health benefits, an employer shall pay at least $2.20 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.

C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section, above for future contracts. Any adjustments to the living wage rate specified in subsections A and B that are adopted by the board of supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments which become effective three months or more after the effective date of the ordinance that adjusts the living wage rate. (Ord. 2007-0011 § 3, 2007: Ord. 99-0048 § 1 (part), 1999.)

**2.201.050 Other provisions.**

A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.

B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

C. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The chief administrative officer in conjunction with the affirmative action compliance officer shall issue written instructions on the implementation and on-going administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the chief administrative officer in conjunction with the affirmative action compliance officer. The affirmative action compliance officer in conjunction with the chief administrative officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.

E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ord. 99-0048 § 1 (part), 1999.)

Title 2 ADMINISTRATION
Chapter 2.201
LIVING WAGE PROGRAM

**2.201.060 Employer retaliation prohibited.**

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ord. 99-0048 § 1 (part), 1999.)

**2.201.070 Employee retention rights.**

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

A. A "retention employee" is an employee of a predecessor employer:

   1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;

   2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and

   3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.

B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.

C. A subsequent employer is not required to hire a retention employee who:

   1. Has been convicted of a crime related to the job or his or her job performance; or

   2. Fails to meet any other county requirement for employees of a contractor.

D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ord. 99-0048 § 1 (part), 1999.)

**2.201.080 Enforcement and remedies.**

For violation of any of the provisions of this chapter:

A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.

B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:

   1. Assess liquidated damages as provided in the contract; and/or

   2. Recommend to the board of supervisors the termination of the contract; and/or

3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code. (Ord. 2007-0011 § 4, 2007: Ord. 99-0048 § 1 (part), 1999.)

**2.201.090 Exceptions.**

A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.

B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.

D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:

1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and

2. Has 20 or fewer employees during the contract period, including full time and part time employees; and

3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed $1,000,000.00; or

4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed $2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full time and part time employees, and more than $1,000,000.00 in annual gross revenues or $2,500,000.00 in annual gross revenues if a technical or professional service.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 99-0055 § 1, 1999: Ord. 99-0048 § 1 (part), 1999.)

**2.201.100 Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 99-0048 § 1 (part), 1999)

**EXHIBIT K**

# COUNTY OF LOS ANGELES
## LIVING WAGE ORDINANCE

### MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

**Instruction Box:** Please complete all sections of this form. *(Information to complete this form can be obtained from your weekly certified payroll reports)* Submit this form with your Certified Payroll Reports to the awarding County department. Be sure to complete and sign the reverse side of this form before submitting.

| | | | |
|---|---|---|---|
| (1) Name: Contractor ☐ Subcontractor ☐ | | Address: (Street, City, State, Zip) | |
| (2) Payroll No.: | (3) Work Location: | (4) From payroll period: ___/___/___ to payroll period: ___/___/___ | (5) For Month Ending: |
| (6) Department Name: | (7) Contract Service Description: | (8) Contract Name & Number: | |
| (9) Contractor Health Plan Name(s): | | (10) Contractor Health Plan ID Number(s): | |

| (11) Employee Name, Address & Last 4 digits of SS# | (12) Work Classification | (13) Total Hours Worked Each Week of Monthly Pay Period | | | | | (14) Total Aggre-gate Hours | (15) Employer Paid Health Benefit Hourly Rate | (16) Gross Amount Paid (14x15) | (17) Employee Paid Health Benefit Hourly Rate | (18) Gross Amount Paid (14x17) | (19) Aggregate $ Health Benefits Paid (16+18) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | 1 | 2 | 3 | 4 | 5 | | | | | | |
| 1 | | | | | | | | | | | | |
| 2 | | | | | | | | | | | | |
| 3 | | | | | | | | | | | | |
| 4 | | | | | | | | | | | | |
| 5 | | | | | | | | | | | | |
| I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct. | Total (This Page) | | | | | | | | | | | |
| Print Authorized Name: | Grand Total (All Pages) | | | | | | | | | | | |

| | | | |
|---|---|---|---|
| Authorized Signature: | Date: / / | Title: | Telephone Number (include area code) ( ) | Page: _____ of _____ |

# COUNTY OF LOS ANGELES
# LIVING WAGE PROGRAM
# PAYROLL STATEMENT OF COMPLIANCE

I, _____ , _____
(Name of Owner or Company Representative) (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by:
_____ on the _____
(Company or subcontractor Name) (Service, Building or Work Site)
that during the payroll period commencing on the _____ day of _____ ,and
(Calendar day of Month) (Month and Year)
ending the _____ day of _____ all persons employed on said work site
(Calendar day of Month) (Month and Year)
have been paid the full weekly wages earned, that no rebates have been or will be made either
directly or indirectly to or on behalf of _____
(Company Name)
from the full weekly wages earned by any person and that no deductions have been made either directly or in directly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

2. That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for employees contained therein are not less than the applicable County of Los Angeles Living Wage rates contained in the contract.

3. That:

☐ WHERE FRINGE (Health) BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS
In addition to the basic hourly wage rates paid to each employee listed in the above referenced payroll, payments of health benefits as required in the contract have been or will be paid to appropriate programs for the benefit of such employees.

☐ WHERE FRINGE (Health) BENEFITS ARE PAID IN CASH
Each employee listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the applicable amount of the required County of Los Angeles Living Wage hourly rate as listed in the contract.

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.

| Print Name and Title | Owner or Company Representative Signature: |
|---|---|
| | |

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD OF THREE (3) YEARS.

# CHARITABLE CONTRIBUTIONS CERTIFICATION

Marina Landscape Inc.
Company Name

1900 S. Lewis St. Anaheim CA9285
Address

95-3760820
Internal Revenue Service Employer Identification Number

None
California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

**Check the Certification below that is applicable to your company.**

X Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

**OR**

☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

6/20/2013
Date

Robert B. Cowan, President
Name and Title of Signer (please print)

# CONTRACT

# BY AND BETWEEN

# COUNTY OF LOS ANGELES

# AND

# MARINA LANDSCAPE, INC.

# FOR

# LANDSCAPE SERVICES

78003

**CONTRACT PROVISIONS**
**LANDSCAPE SERVICES**

**TABLE OF CONTENTS**


| PARAGRAPH | TITLE | PAGE |
|---|---|---|
| **RECITALS** | | **1** |
| **1.0** | **APPLICABLE DOCUMENTS** | **2** |
| **2.0** | **DEFINITIONS** | **3** |
| **3.0** | **WORK** | **4** |
| **4.0** | **TERM OF CONTRACT** | **4** |
| **5.0** | **CONTRACT SUM** | **5** |
| 5.5 | Invoices and Payments | 6 |
| **6.0** | **ADMINISTRATION OF CONTRACT - COUNTY** | **8** |
| 6.1 | COUNTY'S PROJECT DIRECTOR | 8 |
| 6.2 | COUNTY'S PROJECT MANAGER | 8 |
| 6.3 | COUNTY'S CONTRACT MONITOR | 8 |
| **7.0** | **ADMINISTRATION OF CONTRACT - CONTRACTOR** | **8** |
| 7.1 | CONTRACTOR'S PROJECT MANAGER | 8 |
| 7.2 | APPROVAL OF CONTRACTOR'S STAFF | 9 |
| 7.3 | CONTRACTOR'S STAFF IDENTIFICATION | 9 |
| 7.4 | BACKGROUND AND SECURITY INVESTIGATIONS | 10 |
| 7.5 | CONFIDENTIALITY | 10 |
| **8.0** | **STANDARD TERMS AND CONDITIONS** | **11** |
| 8.1 | AMENDMENTS | 11 |
| 8.2 | ASSIGNMENT AND DELEGATION | 12 |
| 8.3 | AUTHORIZATION WARRANTY | 13 |
| 8.4 | BUDGET REDUCTIONS | 13 |
| 8.5 | COMPLAINTS | 13 |
| 8.6 | COMPLIANCE WITH APPLICABLE LAW | 14 |
| 8.7 | COMPLIANCE WITH CIVIL RIGHTS LAWS | 15 |
| 8.8 | COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM | 15 |

**CONTRACT PROVISIONS**
**LANDSCAPE SERVICES**

**TABLE OF CONTENTS**


| PARAGRAPH | TITLE | PAGE |
|---|---|---|
| 8.9 | CONFLICT OF INTEREST | 17 |
| 8.10 | CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST | 17 |
| 8.11 | CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS | 17 |
| 8.12 | CONTRACTOR RESPONSIBILITY AND DEBARMENT | 18 |
| 8.13 | CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW | 20 |
| 8.14 | CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM | 21 |
| 8.15 | COUNTY'S QUALITY ASSURANCE PLAN | 21 |
| 8.16 | DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS | 22 |
| 8.17 | EMPLOYMENT ELIGIBILITY VERIFICATION | 22 |
| 8.18 | FACSIMILE or Electronic REPRESENTATIONS | 23 |
| 8.19 | FAIR LABOR STANDARDS | 23 |
| 8.20 | FORCE MAJEURE | 23 |
| 8.21 | GOVERNING LAW, JURISDICTION, AND VENUE | 24 |
| 8.22 | INDEPENDENT CONTRACTOR STATUS | 24 |
| 8.23 | INDEMNIFICATION | 25 |
| 8.24 | GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE | 25 |
| 8.25 | INSURANCE COVERAGE | 29 |
| 8.26 | LIQUIDATED DAMAGES | 30 |
| 8.27 | MOST FAVORED PUBLIC ENTITY | 31 |
| 8.28 | NONDISCRIMINATION AND AFFIRMATIVE ACTION | 31 |
| 8.29 | NON EXCLUSIVITY | 33 |
| 8.30 | NOTICE OF DELAYS | 33 |
| 8.31 | NOTICE OF DISPUTES | 33 |

**CONTRACT PROVISIONS**
**LANDSCAPE SERVICES**

**TABLE OF CONTENTS**


| PARAGRAPH | TITLE | PAGE |
|---|---|---|
| 8.32 | NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT | 33 |
| 8.33 | NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW | 33 |
| 8.34 | NOTICES | 34 |
| 8.35 | PROHIBITION AGAINST INDUCEMENT OR PERSUASION | 34 |
| 8.36 | PUBLIC RECORDS ACT | 34 |
| 8.37 | PUBLICITY | 35 |
| 8.38 | RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT | 35 |
| 8.39 | RECYCLED BOND PAPER | 37 |
| 8.40 | SUBCONTRACTING | 37 |
| 8.41 | TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM | 39 |
| 8.42 | TERMINATION FOR CONVENIENCE | 39 |
| 8.43 | TERMINATION FOR DEFAULT | 40 |
| 8.44 | TERMINATION FOR IMPROPER CONSIDERATION | 41 |
| 8.45 | TERMINATION FOR INSOLVENCY | 42 |
| 8.46 | TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE | 42 |
| 8.47 | TERMINATION FOR NON APPROPRIATION OF FUNDS | 42 |
| 8.48 | VALIDITY | 43 |
| 8.49 | WAIVER | 43 |
| 8.50 | WARRANTY AGAINST CONTINGENT FEES | 43 |
| 8.51 | WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM | 43 |

**CONTRACT PROVISIONS**
**LANDSCAPE SERVICES**

**TABLE OF CONTENTS**


| PARAGRAPH | TITLE | PAGE |
|---|---|---|
| 8.52 | TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM | 44 |
| **9.0** | **UNIQUE TERMS AND CONDITIONS** | **44** |
| 9.1 | COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM | 44 |
| 9.2 | LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM | 52 |
| 9.3 | CONTRACTOR'S OBLIGATIONS AS A NON-BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA") | 53 |
| 9.4 | PROPOSER'S CHARITABLE CONTRIBUTIONS COMPLIANCE | 54 |
| **SIGNATURES** | | **55** |

**CONTRACT PROVISIONS**
**LANDSCAPE SERVICES**

## TABLE OF CONTENTS


**EXHIBITS**

**STANDARD EXHIBITS**

A SCOPE OF WORK AND EXHIBITS

B PRICING SHEET

C FACILITY AND LANDSCAPE SPECIFICATION SHEETS

D CONTRACTOR'S EEO CERTIFICATION

E COUNTY'S ADMINISTRATION

F CONTRACTOR'S ADMINISTRATION

G CONTRACTOR'S ACKNOWLEDGEMENT & CONFIDENTIALITY AGREEMENT

H JURY SERVICE ORDINANCE

I SAFELY SURRENDERED BABY LAW

**UNIQUE EXHIBITS**

**PROP A - LIVING WAGE PROGRAM EXHIBITS**

J LIVING WAGE ORDINANCE

K MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

L PAYROLL STATEMENT OF COMPLIANCE

M SB 1262 – NONPROFIT INTEGRITY ACT OF 2004 - CHARITABLE CONTRIBUTIONS CERTIFICATION

# CONTRACT BETWEEN
# COUNTY OF LOS ANGELES
# AND
# MARINA LANDSCAPE, INC.

# FOR
# LANDSCAPE SERVICES

This Contract and Exhibits made and entered into this 6th day of August, 2013 by and between the County of Los Angeles, hereinafter referred to as County and Marina Landscape, Inc., hereinafter referred to as Contractor. Marina Landscape, Inc., is located at 1900 S. Lewis Street., Anaheim, CA 92805.

## RECITALS

WHEREAS, the County may contract with private businesses for Landscape Services when certain requirements are met; and

78003

WHEREAS, the Contractor is a private firm specializing in providing Landscape Services; and

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract Landscape Services; and

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter, Los Angeles County Code Section 2.121.250, and California Government Code Sections 23004, 31000 and otherwise; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

## 1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K, L, and M are attached to, and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

**Standard Exhibits:**

1.1 EXHIBIT A - Scope of Work and Exhibits

1.2 EXHIBIT B - Pricing Sheet(s)

1.3 EXHIBIT C - Facility and Landscape Specification Sheets

1.4 EXHIBIT D - Contractor's EEO Certification

1.5 EXHIBIT E - County's Administration

1.6 EXHIBIT F - Contractor's Administration

1.7 EXHIBIT G - Contractor's Acknowledgement & Confidentiality Agreement

1.8 EXHIBIT H - Jury Service Ordinance

1.9 EXHIBIT I - Safely Surrendered Baby Law

**Unique Exhibits:**

**Prop A - Living Wage Program Exhibits**

1.10 EXHIBIT J - Living Wage Ordinance

1.11 EXHIBIT K - Monthly Certification for Applicable Health Benefit Payments

1.12 EXHIBIT L - Payroll Statement of Compliance

1.13 EXHIBIT M - **SB 1262 – NONPROFIT INTEGRITY ACT OF 2004 -** Charitable Contributions Certification

## 2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning:

2.1 **Contract**: Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Scope of Work, Exhibit A.

2.2 **Contract Discrepancy Report**: A report that identifies specific problems, failures and other key performance issues in Contractor's performance that require corrective action.

2.3 **Contractor**: The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Scope of Work.

2.4 **Contractor Project Manager**: The individual designated by the Contractor to administer the Contract operations after the Contract award.

2.5 **County Contract Monitor**: Person(s) with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.

2.6 **County Project Director**: Person(s) designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.

2.7 **County Project Manager**: Person(s) designated by County's Project Director to manage the operations under this Contract.

2.8 **County Recognized Holidays**: The County Recognized Holidays are: New Year's Day (January 1), Martin Luther King's Birthday (Third Monday in January), Presidents Day (Third Monday in February), Memorial Day (Last Monday in May), Independence Day (July 4), Labor Day (First Monday in September), Columbus Day (Second Monday in October), Veteran's Day (November 11), Thanksgiving holidays (Fourth Thursday and Friday in November), Christmas Day (December 25).

2.9 **Day(s)**: Calendar day(s) unless otherwise specified.

2.10 **District Manager**: County Facility Operations Services (FOS) Manager responsible for landscape services in the County.

2.11 **Facilities**: Property(ies) owned and/or operated by the County of Los Angeles.

2.12 **Facilities Operation Services (FOS)**: Internal Service Department (ISD) operation responsible for providing landscape services to County Departments.

2.13 **Fiscal Year**: The twelve (12) month period beginning July 1st and ending the following June 30th.

2.14 **Internal Services Department**: The County Department responsible for administration of the contract.

2.15 **Performance Requirements Summary (PRS)**: Performance standards document which identifies key performance indicators that will be evaluated by County to ensure that Contractor meets the required services under this Contract.

2.16 **Regions**: Grouping of facilities within areas of Los Angeles County.

## 3.0 WORK

3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.

3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

## 4.0 TERM OF CONTRACT

4.1 The contract term shall be for a period of three (3) years, commencing October 1, 2013, unless sooner terminated or extended, in whole or in part, as provided in the Contract.

4.2 The County shall have sole discretion to exercise an option to extend this Contract term for up to two (2) additional one-year periods, and a six (6) month to month extension, for a maximum total Contract term of five (5) years and six (6) months. Each such option and extension shall be exercised solely by the Director of ISD. 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.

4.3 The Contractor shall notify County's Project Manager, Internal Services Department, when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to County's Project Manager at the address herein provided in Exhibit E - County's Administration.

## 5.0 CONTRACT SUM

5.1 The Contract Sum under this Agreement shall be the total monetary amount payable by County to Contractor for supplying all the tasks, deliverables, goods, services and other work specified under this Contract. Contractor shall provide services at the rates identified in Exhibit B, Pricing Sheet(s).

5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

5.3 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to Internal Services Department at the address herein provided in Exhibit E - County's Administration.

**5.4 No Payment for Services Provided Following Expiration/Termination of Contract**

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

## 5.5 Invoices and Payments

5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Scope of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B - Pricing Sheet, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B - Pricing Sheet(s).

5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A - Scope of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service. If the 15th calendar day of the month falls on a Friday, or on a weekend, the Contractor shall submit the monthly invoice to the County by the Thursday prior to the 15th. Invoices are approved by the County by the 15th calendar day of the month following the month of services

Invoices for as-needed services and/or additional work are received and approved by the County within 30 days of the date services are performed.

Prop A - Living Wage Program:

No invoice will be approved for payment unless the following is included:

- Exhibit K - Monthly Certification for Applicable Health Benefit Payments
- Exhibit L - Payroll Statement of Compliance

5.5.5 Contractor shall submit two (2) copies of all invoices under this Contract to the following address:

Internal Services Department
1100 North Eastern Avenue
Los Angeles, CA 90063
Attention: Contract Unit Supervisor, Finance, Room 222

5.5.6 **County Approval of Invoices**

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager, or an authorized representative prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5.7 **Local Small Business Enterprises – Prompt Payment Program**

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

## 5.6 COST OF LIVING ADJUSTMENTS (COLA'S)

For the two additional one-year option periods identified in Section 4.2, the contract (hourly, daily, monthly, etc.) amount may be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the contract anniversary date, which shall be the effective date for any cost of living adjustment. However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no cost of living adjustments will be granted. Where the County decides to grant a Cost of Living Adjustment (COLA) pursuant to this paragraph for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this contract) from the base upon which a COLA is calculated, unless the Contractor can show that his/her labor cost will actually increase.

# 6.0 ADMINISTRATION OF CONTRACT - COUNTY

**COUNTY ADMINISTRATION**

A listing of all County Administration referenced in the following sub-paragraphs is designated in Exhibit E - County's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

## 6.1 COUNTY'S PROJECT DIRECTOR

Responsibilities of the County's Project Director include:

- ensuring that the objectives of this Contract are met; and
- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

## 6.2 COUNTY'S PROJECT MANAGER

The responsibilities of the County's Project Manager include:

- meeting with the Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

## 6.3 COUNTY'S CONTRACT MONITOR

The County's Contract Monitor is responsible for overseeing the day-to-day administration of this Contract. The Contract Monitor reports to the District Manager.

# 7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

## 7.1 CONTRACTOR'S PROJECT MANAGER

7.1.1 The Contractor's Project Manager is designated in Exhibit F - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Project Manager and County's Contract Monitor on a regular basis.

## 7.2 APPROVAL OF CONTRACTOR'S STAFF

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.2.1 Contractor shall assign a sufficient number of employees to perform the required work as defined in the SOW.

7.2.2 Contractor shall immediately remove any contractor's staff assigned to a County Facility upon County's request.

## 7.3 CONTRACTOR'S STAFF IDENTIFICATION

All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person, visible at all times. Contractor bears all expense of the badging.

7.3.1 Contractor is responsible for ensuring that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked to leave a County facility by a County representative if they do not have the proper contract worker ID badge on their person.

7.3.2 Contractor shall notify the County Project Manager in writing, within one business day, when staff is terminated from working under this Contract. Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has terminated employment with the Contractor.

7.3.3 If County requests the removal of Contractor's staff, Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has been removed from working on the County's Contract.

7.3.4 Improper or fraudulent use of County ID badges or failure of Contractor to return the employee's County ID badge will result in County's filing of a Contract Discrepancy Report with damages assessed as described in the SOW, Performance Requirement Summary.

## 7.4 BACKGROUND AND SECURITY INVESTIGATIONS

7.4.1 Each of Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by 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 may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the Contractor, without regard to whether the Contractor's staff passes or fails the background clearance investigation.

7.4.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

7.4.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

7.4.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.4 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## 7.5 CONFIDENTIALITY

7.5.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all

claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and seek reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.5.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

7.5.4 Contractor shall sign and adhere to the provisions of the "Contractor's Acknowledgement and Confidentiality Agreement", Exhibit G.

# 8.0 STANDARD TERMS AND CONDITIONS

## 8.1 AMENDMENTS

8.1.1 For any change which affects the scope of work, including addition or deletion of Facilities, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by Director of ISD, or his/her designee.

8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an

Amendment to the Contract shall be prepared and executed by the Contractor and by Director of ISD, or his/her designee.

8.1.3 The Director of ISD, or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by Director of ISD, or his/her designee.

8.1.4 County reserves the right to add or change facilities as County deems appropriate. Such changes shall be based on the hourly rates listed in Exhibit B, Pricing Sheet, and Contractor and County will negotiate a mutually agreeable price. County also reserves the right to obtain facility pricing or receive bids from other Region(s) Contract vendors. In the event any additions or changes are made, an Amendment shall be prepared and executed by the County's Director of ISD, or his/her designee.

## 8.2 ASSIGNMENT AND DELEGATION

8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, Contractor must obtain County's consent through a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against any claims that the Contractor may have against the County.

8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

## 8.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

## 8.4 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation 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. 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. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

## 8.5 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.1 Within seven (7) business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within two (2) business days for County approval.

8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within one (1) business day of receiving the complaint.

8.5.6 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.

8.5.7 Copies of all written responses shall be sent to the County's Project Manager within one (1) business day of mailing to the complainant.

## 8.6 COMPLIANCE WITH APPLICABLE LAW

8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate

in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and obtain reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

## 8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D - Contractor's EEO Certification.

## 8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

### 8.8.1 **Jury Service Program**:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

### 8.8.2 **Written Employee Jury Service Policy**:

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service

with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion,

terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## 8.9 CONFLICT OF INTEREST

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

## 8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

## 8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor

shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

## 8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

### 8.12.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

### 8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

### 8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the

County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 **Contractor Hearing Board**

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

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 the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 **Subcontractors of Contractor**

These terms shall also apply to Subcontractors of County Contractors.

## 8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

## 8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, 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).

## 8.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

The Contractor's Project Manager or designee shall meet monthly or as requested by County with the County Contract Monitor and inspect the facility on any shift to ensure the quality of the landscape services being performed. A summary report of findings, including all deficiencies, will be prepared by the County and submitted to Contractor for remedial action. Contractor will provide Performance Monthly Inspection Report by the 15th of the following month and a copy will be provided to the County

Project Manager the report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

## 8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the 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 reimbursed by the Contractor by cash payment upon demand.

## 8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

## 8.18 FACSIMILE OR ELECTRONIC REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile or electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of “original” versions of such documents.

## 8.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor’s employees for which the County may be found jointly or solely liable.

## 8.20 FORCE MAJEURE

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term

"subcontractor" and "subcontractors" mean subcontractors at any tier.

8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

## 8.21 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

## 8.22 INDEPENDENT CONTRACTOR STATUS

8.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.22.4 The Contractor shall adhere to the provisions stated in sub-paragraph 7.5 - Confidentiality.

## 8.23 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

## 8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

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 Sections 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

### 8.24.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) 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.

- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

- 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.

- 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.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Internal Services Department, Contracting Division
1100 North Eastern Avenue
Los Angeles, CA 90063

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 Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.2 **Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) 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. County and its Agents 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 and its Agents 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.

8.24.3 **Cancellation of Insurance 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.

8.24.4 **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.

8.24.5 **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.

8.24.6 **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.

8.24.7 **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.

8.24.8 **Sub-Contractor Insurance Coverage Requirements**

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.24.9 **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.

8.24.10 **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.

8.24.11 **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.

8.24.12 **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.

8.24.13 **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 and its Agents shall be designated as an Additional Covered Party under any approved program.

8.24.14 **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.

**8.25 INSURANCE COVERAGE**

8.25.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents 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 |

8.25.2 **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.

8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or 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.

## 8.26 LIQUIDATED DAMAGES

8.26.1 If, in the judgment of the Director of ISD, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director of ISD, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director of ISD, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If the Director of ISD, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Director of ISD, or his/her designee, deems are correctable by the Contractor over a certain time span, the Director of ISD, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director of ISD, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame.

The parties hereby agree that under the current circumstances a reasonable estimate of such damages as specified in the Performance Requirements Summary (PRS) Chart, defined in Exhibit A – Scope of Work, Exhibit 2, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.26.3 The action noted in sub-paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

## 8.27 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

## 8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti discrimination laws and regulations.

8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D - Contractor's EEO Certification.

8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 when so requested by the County.

8.28.7 If the County finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the Contractor violates any of the anti discrimination provisions of this Contract, the County

shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

## 8.29 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict Internal Services Department from acquiring similar, equal or like goods and/or services from other entities or sources.

## 8.30 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

## 8.31 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the (Director of ISD), or designee shall resolve it.

## 8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

## 8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact

sheet is set forth in Exhibit I of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

## 8.34 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be delivered in person with signed receipt, or mailed by first class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - County's Administration and F - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The (Director of ISD or his/her designee) shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

## 8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

## 8.36 PUBLIC RECORDS ACT

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a

proposal marked “trade secret”, “confidential”, or “proprietary”, the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

## 8.37 PUBLICITY

8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor’s need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and

- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County’s Project Director. The County shall not unreasonably withhold written consent.

8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this sub-paragraph 8.37 shall apply.

## 8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or 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 the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County’s written permission is given to dispose of

any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.38.4 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.

## 8.39 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

## 8.40 SUBCONTRACTING

8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.40.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.

8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. Before any Subcontractor employee may perform any work hereunder, the Contractor shall ensure delivery of all such documents to:

Internal Services Department
Contracting Division, Contracts Section
1100 North Eastern Avenue, 1st Floor
Los Angeles, CA 90063

**8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to sub-paragraph 8.43 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

**8.42 TERMINATION FOR CONVENIENCE**

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and

- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with sub-paragraph 8.38, Record Retention and Inspection/Audit Settlement.

## 8.43 TERMINATION FOR DEFAULT

8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- Contractor has materially breached this Contract; or

- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in sub-paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs

for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.42 - Termination for Convenience.

8.43.5 The rights and remedies of the County provided in this sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## 8.44 TERMINATION FOR IMPROPER CONSIDERATION

8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor’s performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.44.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

## 8.45 TERMINATION FOR INSOLVENCY

8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;

- The appointment of a Receiver or Trustee for the Contractor; or

- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this sub-paragraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## 8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

## 8.47 TERMINATION FOR NON APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this

Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

## 8.48 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

## 8.49 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## 8.50 WARRANTY AGAINST CONTINGENT FEES

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

## 8.51 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

### 8.52 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" 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.

## 9.0 UNIQUE TERMS AND CONDITIONS

### 9.1 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM

#### 9.1.1 Living Wage Program

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as Exhibit J and incorporated by reference into and made a part of this Contract.

#### 9.1.2 Payment of Living Wage Rates

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County, including, without limitation, "Travel Time" as defined below at subsection 5 of this Subparagraph 9.1.2 under the Contract:

    a. Not less than $11.84 per hour if, in addition to the per-hour wage, the Contractor contributes less than $2.20 per hour

towards the provision of bona fide health care benefits for its Employees and any dependents; or

b. Not less than $9.64 per hour if, in addition to the per-hour wage, the Contractor contributes at least $2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. The Contractor will be deemed to have contributed $2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Contract, the Contractor contributes less than $2.20 per hour towards the provision of bona fide health care benefits, the Contractor shall be required to pay its Employees the higher hourly living wage rate.

2. For purposes of this sub-paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of the Contractor under the laws of California, and who is providing full-time services to the Contractor, some or all of which are provided to the County under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

3. If the Contractor is required to pay a living wage when the Contract commences, the Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.

4. If the Contractor is not required to pay a living wage when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for an

exception to the Living Wage Program. In either event, the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that the Contractor continues to qualify for an exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

5. For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time.

### 9.1.3 Contractor's Submittal of Certified Monitoring Reports

The Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of the Contractor's current health care benefits plan, and the Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be

submitted on forms provided by the County (Exhibit K and Exhibit L), or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

9.1.4 **Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims**

During the term of the Contract, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

9.1.5 **County Auditing of Contractor Records**

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

9.1.6 **Notifications to Employees**

The Contractor shall place County-provided living wage posters at each of the Contractor's places of business and locations where the Contractor's Employees are working. The Contractor shall also distribute County-provided notices to each of its Employees

at least once per year. The Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

9.1.7 **Enforcement and Remedies**

If the Contractor fails to comply with the requirements of this sub-paragraph, the County shall have the rights and remedies described in this sub-paragraph in addition to any rights and remedies provided by law or equity.

1. Remedies for Submission of Late or Incomplete Certified Monitoring Reports. If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

    a. Withholding of Payment. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until the Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

    b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of $100 per monitoring report for each day until the County has been provided with a properly prepared, complete and

certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

c. Termination. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

2. Remedies for Payment of Less Than the Required Living Wage. If the Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

a. Withholding Payment. If the Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its Employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of $50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed

liquidated damages from any payments otherwise due the Contractor.

c. Termination. The Contractor's continued failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

3. Debarment. In the event the Contractor breaches a requirement of this sub-paragraph, the County may, in its sole discretion, bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment.

### 9.1.8 Use of Full-Time Employees

The Contractor shall assign and use full-time Employees of the Contractor to provide services under the Contract unless the Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time Employees based on staffing efficiency or County requirements for the work to be performed under the Contract. It is understood and agreed that the Contractor shall not, under any circumstance, use non-full-time Employees for services provided under the Contract unless and until the County has provided written authorization for the use of same. The Contractor submitted with its proposal a full-time Employee staffing plan. If the Contractor changes its full-time Employee staffing plan, the Contractor shall immediately provide a copy of the new staffing plan to the County.

### 9.1.9 Contractor Retaliation Prohibited

The Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this sub-paragraph may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

### 9.1.10 Contractor Standards

During the term of the Contract, the Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the County, the Contractor shall demonstrate to the satisfaction of the County that the Contractor is complying with this requirement.

### 9.1.11 Employee Retention Rights

1. The Contractor shall offer employment to all retention employees who are qualified for such jobs. A "retention employee" is an individual:

    a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and

    b. Who has been employed by a Contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six months prior to the date of this new Contract, which predecessor contract was terminated by the County prior to its expiration; and

    c. Who is or will be terminated from his or her employment as a result of the County entering into this new contract.

2. The Contractor is not required to hire a retention employee who:

    a. Has been convicted of a crime related to the job or his or her performance; or

    b. Fails to meet any other County requirement for employees of a Contractor.

3. The Contractor shall not terminate a retention employee for the first 90 days of employment under the contract, except for cause. Thereafter, the Contractor may retain a retention employee on the same terms and conditions as the Contractor's other employees.

9.1.12 **Neutrality in Labor Relations**

The Contractor shall not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

## 9.2 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

9.2.1 This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

9.2.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

9.2.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

9.2.4 If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and Internal Services Department of this information prior to responding to a solicitation or accepting a contract award.

**9.3 CONTRACTOR'S OBLIGATIONS AS A NON-BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")**

Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records. Accordingly, Contractor shall instruct its officers, employees, and agents that they are not to pursue or gain access to patient medical records for any reason whatsoever.

Notwithstanding the foregoing, the parties acknowledge that, in the course of the provision of services hereunder, Contractor or its officers, employees, or agents, may have inadvertent access to patient medical records. Contractor understands and agrees that Contractor, its officers, employees, and agents shall not take advantage of such access for any purpose whatsoever. Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents shall maintain the confidentiality of any information obtained and shall immediately, or upon the first reasonable opportunity to do so, notify DPH management personnel that such access has been gained.

In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all liability, including but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees) arising from or connected with Contractor's or its officers, employees' or agents' access to patient medical records. Contractor agrees to provide appropriate training to its officers, employees, and agents, regarding their obligation in this regard.

## 9.4 PROPOSER'S CHARITABLE CONTRIBUTIONS COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit M, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR: MARINA LANDSCAPE, INC.

By _____
Name ROBERT B COWAN

PRESIDENT
Title

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

78003

ATTEST:

SACHI HAMAI

Executive Officer-Clerk
of the Board of Supervisors

By Lachelle Smitherman
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 Lachelle Smitherman
Deputy

APPROVED AS TO FORM:

John Krattli
County Counsel

By _____
Principal Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

14 AUG 06 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**EXHIBIT A**

# SCOPE OF WORK

# EXHIBIT A
# SCOPE OF WORK
# LANDSCAPE SERVICES

## TABLE OF CONTENTS


| PARAGRAPH | TITLE | PAGE |
|---|---|---|
| 1.0 | SCOPE OF WORK | 1 |
| 2.0 | HOURS AND DAYS OF SERVICE | 1 |
| 3.0 | GENERAL SERVICE REQUIREMENTS | 1 |
| 3.1 | Mowing | 1 |
| 3.2 | Edging/Detailing/Weed Control | 2 |
| 3.3 | Weed Control | 2 |
| 3.4 | Litter Control | 3 |
| 3.5 | Raking | 4 |
| 3.6 | Pruning of Trees, Hedges and Ground Cover | 4 |
| 3.7 | Watering | 7 |
| 3.8 | Irrigation System Maintenance | 8 |
| 3.9 | Disease/Insect Control | 10 |
| 3.10 | Rodent Control | 10 |
| 4.0 | SPECIALTY SERVICE REQUIREMENTS | 10 |
| 4.1 | Chemical Edging/Detailing | 10 |
| 4.2 | Trimming and Crowning of Trees | 11 |
| 4.3 | Aerification | 12 |
| 4.4 | Fertilization | 12 |
| 4.5 | Renovation/Vertical Mowing | 13 |
| 4.6 | Cultivating | 14 |
| 4.7 | Turf Reseeding/Restoration of Bare Areas | 14 |
| 5.0 | PLANT MATERIALS | 14 |
| 6.0 | USE OF CHEMICALS | 15 |
| 7.0 | WASTE REMOVAL | 15 |
| 8.0 | AS-NEEDED SERVICES | 16 |
| 9.0 | EMERGENCY SERVICES | 16 |

10.0 MAINTENANCE REPORTS ..... 17
11.0 CONTRACTOR RESPONSIBILITY ..... 17
11.1 Contractor Personnel ..... 17
11.2 Facility Work Requirements ..... 19
11.3 Training ..... 19
11.4 County required Meetings ..... 20
11.5 Contractor's Office ..... 20
12.0 COUNTY RESPONSIBILITIES ..... 21
13.0 MAINTENANCE SCHEDULES ..... 21
14.0 GREEN INITIATIVES ..... 21
15.0 ADDITION/DELETION OF FACILITIES/ADDITIONAL WORK ..... 22
16.0 QUALITY CONTROL ..... 22
17.0 QUALITY ASSURANCE PLAN ..... 22
17.1 Monthly Meetings ..... 22
17.2 Contract Discrepancy Report (CDR) ..... 23
17.3 County Observations ..... 23
17.4 Methods of Monitoring ..... 23
17.5 Unacceptable Performance ..... 23
18.0 PERFORMANCE REQUIREMENTS SUMMARY ..... 24

**EXHIBITS**

EXHIBIT 1 CONTRACT DISCREPANCY REPORT
EXHIBIT 2 PERFORMANCE REQUIREMENTS SUMMARY
EXHIBIT 3 LANDSCAPE MAINTENANCE CERTIFICATION

# 1.0 SCOPE OF WORK

Contractor shall provide landscape services to County facilities identified in the Pricing Sheets, Exhibit B, of the Contract by providing all labor, supervision, equipment, materials, safety gear and supplies necessary for Contractor's performance under this Contract. General landscape services include, but are not limited to lawn care, tree and shrub care, weed control, plant and flowerbed care, irrigation system maintenance and other related services including tree trimming, as indicated in paragraph 4.2 of this Exhibit A. Contractor shall perform all necessary maintenance tasks as required herein.

The landscaped areas shall be maintained at the frequencies identified in Section 3.0 Service Requirements – Ongoing Maintenance Tasks, of this Scope of Work (SOW). In the event of any conflict or inconsistency in the interpretation of "frequencies", the County Project Director shall resolve said conflict or inconsistency.

# 2.0. HOURS AND DAYS OF SERVICE

Contractor shall provide all landscape services required by the County in accordance with the hours and days of service identified in Exhibit C – Facility and Landscape Specification Sheets. Specific hours of operation may be determined by the County Project Manager.

The landscaped areas shall be maintained with a well-manicured, clean appearance, and all work shall be performed in a professional, workmanlike manner using quality equipment and materials. Contractor shall not work or perform any operations, particularly during periods of inclement weather, which may destroy or damage ground cover or turf areas.

# 3.0 GENERAL SERVICE REQUIREMENTS

The following are specific tasks Contractor shall perform during the contract term.

## 3.1 Mowing

A. Frequency: Once per week (unless specified in writing by County Project Manager or designee).

B. Mowing operation shall be scheduled Monday through Friday unless otherwise directed by the County's Project Manager.

C. Mowing operations shall be performed in a professional, workmanlike manner that ensures a smooth surface appearance without scalping or allowing excessive cuttings to remain.

D. All equipment shall be adjusted to the proper cutting heights and shall be adequately sharpened. Mowing height shall be no less than 3/4 inch for all turf areas and no higher than 1 1/2 inches with one (1) inch considered acceptable. Mowing heights may vary for special events and conditions as determined by the County's Project Manager.

E. Walkways shall be cleaned immediately following each mowing. All grass clippings shall be collected and removed from the site immediately.

## 3.2 Edging/Detailing

A. Frequency: Edging - Every week.

B. All turf areas shall be kept neatly edged and all grass invasions eliminated.

C. When designed edges exist in flowerbeds, these edges shall be kept clean, sharp, well defined, and free of weeds and grass invasion.

D. All turf edges, including but not limited to, sidewalks, patios, driveways, curbs, shrub beds, flower beds, ground cover beds and around the base of trees shall be edged to a neat and uniform line.

E. The edge of turf shall be trimmed or limited around all sprinkler heads (to provide maximum water coverage), valve boxes, meter boxes, back flow devices and other obstacles.

F. Mechanical Edging

1. Mechanical edging of turf ground cover and/or fence lines shall be performed at each site every week after mowing.
2. Mechanical edging shall be completed as one operation in a manner that ensures a well-defined edge.
3. Walkways shall be cleaned immediately following each mechanical edging.

## 3.3 Weed Control

A. Frequency: Each visit.

B. No contact weed control chemical may be used in flowerbeds after they have been planted for the season. Appropriate mulches are encouraged, but must be aesthetically compatible and not physically or chemically harmful.

C. Weeds treated with a contact weed chemical shall be left in place for a minimum of seven (7) days. If kill is not complete, a second application shall be applied.

D. Weeds treated using a systematic chemical shall be left in place per manufacturer's recommendation. If kill is not complete by the time specified in the manufacturer's recommendation, a second application shall be applied.

E. After complete kill, all dead weeds shall be removed from area.

1. Clearance - Edging where trees and shrubs occur in turf areas, all grass growth shall be limited to at least eighteen (18) inches from the trunk of trees and away from the drip line of shrubs by use of approved chemicals, manual, or mechanical devices.
2. Linear chemical edging of turf boundaries may be performed in a manner that ensures a defined turf edge and limits its encroachment into beds or across boundaries where it is impractical to edge mechanically. A twelve (12) inch barrier width shall be considered normal.
3. Detailing of sprinkler heads (to improve maximum water coverage), valve boxes, meter boxes, and similar small obstacles in turf areas may be performed in a manner that ensures operability, ease of location, or a clean appearance. A six (6) inch clearance shall be considered normal.

G. All grass like type weeds, morning glory or vine-weed types, ragweed or other underground spreading weeds shall be kept under strict control.

H. Remove all weeds and grass from walkways; curb and gutter expansion joints; fence/walk perimeter; roadways; driveways; parking lots; patios, drainage areas and around irrigation sprinkler heads and control valves.

I. Methods for removal of weeds, turf encroachment, and detailing shall incorporate chemical and/or mechanical means of eradication.

### 3.4 Litter Control

A. Frequency: Each visit.

B. Complete policing and litter pick-up to remove paper, glass, trash, cobwebs, undesirable materials, siltation and other accumulated debris within the landscape areas to be maintained including, but not

limited to, walkways, between and around planted areas, planters, drains, grates sidewalks, roadways and catch basins. Litter pick-up shall be completed each time landscape services are performed and as early as County's Projector Manager or his designee deems practical.

C. All litter and debris occurring as a result of Contractor's operations shall be removed from the landscaped area immediately following such operations.

D. Sweep all hardscape areas within the parameter of the facility. Check concrete areas and hardscape surfaces for cracks, crevices, and deterioration and report any unsafe conditions to the County Contract Monitor.

E. Wash all hardscape areas within the perimeter of the facility when necessary or at the direction of the County Program Manager.

## 3.5 Raking

A. Frequency: Each Visit.

B. Accumulation of leaves shall be removed from all landscaped areas including beds, planters, and turf areas under trees, sidewalks, and adjacent parking spaces. Remove debris from landscaped area immediately.

C. Use of hand held blowers will be allowed unless legal authority dictates otherwise. Facility location may dictate "no blowers".

## 3.6 Pruning of Trees, Hedges, and Ground Cover

A. Tree Pruning

1. Frequency: As-Needed
2. Tree pruning shall be performed with the intent of developing structurally sound trees, symmetrical appearance with the proper vertical and horizontal clearance. All dead and damaged branches and limbs shall be removed at the point of breaking.
3. All cuts shall be made sufficiently close, flush if possible, to the parent stem so that healing can readily start under normal conditions.
4. All limbs 1-1/2" or greater in diameter shall be undercut to prevent splitting.

5. All limbs shall be lowered to the ground using a method, which prevents damage to the remaining limbs.
6. All cuts exceeding 1/2" shall be treated with an appropriate tree heal compound.
7. All equipment utilized shall be clean, sharp, and expressively designed for tree pruning.
8. Climbing spurs shall not be used.
9. The initial step of pruning shall be the removal of all dead wood, weak, diseased, insect infested and damaged limbs.
10. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline.
11. Limbs should extend alternately from the trunk on 12" or 24" spacing.
12. All trees shall be thinned of smaller limbs to distribute the foliage evenly.
13. All trees shall be trimmed and shaped to provide a symmetrical appearance typical of the species.
14. All suckers and sprouts shall be cut flush with the trunk or limb.
15. No stubs will be permitted.
16. All structural weaknesses such as split crotch or limbs, diseased or decayed limbs, or severe damage shall be reported to County's Project Manager or his designee.
17. Special emphasis shall be placed upon public safety during pruning operations, particularly when adjacent to roadways.
18. All trimming and debris shall be removed and disposed off site at the end of each day's work.

B. Hedges

1. Frequency: As needed.
2. Prune shrubs to encourage healthy growth habits and for shape in order to retain their natural form and proportionate size.
3. Restrict growth of shrubbery to area behind curbs and walkways and within planter beds by trimming.
4. Under no circumstances shall hedge shears be used as a means of pruning.
5. Prune all plant materials where necessary to present or eliminate hazardous conditions to vehicles or pedestrians.
6. All cuts shall be made sufficiently close, flush if possible, to the parent stem so that healing can readily start under normal conditions.
7. All limbs one and one-half inches (1½") or greater in diameter shall be undercut to prevent splitting.

8. Remove all dead, diseased and unsightly shrubs and branches.
9. Remove all clippings the same day that plant materials are pruned or trimmed.

C. Ground Cover

1. Frequency: As needed.
2. All dead, diseased, and unsightly branches, vines or other growth shall be removed as they develop.
3. All ground cover areas shall be pruned to maintain a neat edge along planter box walls.
4. Any runners that start to climb building, shrubs, or trees shall be pruned out of these areas.
5. Flower beds: Any and all diseased plants are to be removed from all beds and then disposed properly. Broken, damaged, or unsightly flowers or plant parts are to be removed promptly.
6. Thinning of flower beds.
7. Pruning plant material for vehicular and pedestrian visibility and access, four (4) times per year or more often as needed dependent upon growth patterns of the plant spaces in question.

D. Damage to Shrubs, Trees, Turf or Ground Cover

1. All damage to shrubs, trees, turf or ground cover done by Contractor employees shall be repaired or replaced within five (5) working days.
2. All repairs or replacements shall be completed in accordance with the following maintenance practices:

   a) Trees - Minor damage such as bark lost from impact of mowing equipment shall be remedied by a qualified tree surgeon or arborist. If damage results in loss of tree, the damaged tree shall be removed and replaced to comply with the specified instructions of the County Project Manager.
   b) Shrubs - Minor damage may be corrected by appropriate pruning. Major damage shall be corrected by removal of the damaged shrub and replaced to comply with the provisions in the specifications.
   c) Chemicals - All damage resulting from chemical operation, either spray-drift or lateral leaching shall be corrected in accordance with the aforementioned maintenance practices and the soil conditioned to ensure its ability to support plant life.

d) Tree Replacement - All trees permanently damaged will be replaced at County's expense with the exception of those damaged or destroyed due to fault of Contractor or its employees. Replacement shall be with the identical species of tree existing previously, unless otherwise notified in writing by County's Project Manager or his designee. Size of the replacement shall be of like size not to exceed 24-inch box specimen container size. The need for replacement will be determined by County's Project Manager or his designee.

## 3.7 Watering

A. Water requirements by plants vary according to the seasons in a particular year. Extremely close attention shall be paid to the demands of the plants as influenced by their exposure to sun, wind, shade, and location in the individual planters. The variation in the size of plants installed, as well as the varieties, shall be taken into consideration. All landscaped and turf areas shall be irrigated as required to maintain adequate growth and appearance with a schedule most conducive to plant growth.

B. The delivery of adequate moisture to the landscaped areas shall include, but not be limited to hand watering, operation of manual valves, proper utilization of automatic controllers, rain birds and the bleeding of valves.

C. Adequate soil moisture will be determined by programming the irrigation system as follows:

1. Adjusting and setting the automatic controller to establish frequency and length of watering period.
2. Consideration must be given to soil conditions, humidity, minimizing runoff, and the relationship of conditions, which affect day and night watering. This may include daytime watering during freezing weather to prevent icy conditions, manual operation of the irrigation system, and/or hand watering with portable sprinklers during periods of windy or inclement weather.
3. A soil probe shall be used to a depth of twelve (12) inches to determine the water penetration by random testing of the root zones.

D. Watering shall be regulated to avoid interference with any use of the facility's roadways, paving or walkways.

E. In areas where wind creates problems of spraying water onto private property or road rights-of-ways, the controllers shall be set to operate during the period of lowest wind velocity, which would normally occur at night or early morning hours.

F. Irrigation system will be controlled in such a way as not to cause any excessively wet or "waterlogged" areas, which could interfere with the ability to mow all turf. "In lawn" trees and other planting shall be protected from over watering and run-off drowning.

G. New turf (up through the sixth mowing) shall be watered immediately after mowing.

H. All ground cover areas shall be watered as needed to maintain a healthy condition; care being taken not to over water in shady areas.

I. Watering shall comply with applicable water restriction regulations and directives.

### 3.8 Irrigation System Maintenance

A. Contractor and County Contract Monitor will do an inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date. Contractor will submit a written report verifying working order of each irrigation system within five (5) days of inspection. County may require that the system be repaired to a satisfactory condition. Once repaired, the Contractor will be required to maintain the system in working condition. This requirement applies to all landscape sites added during the term of the contract.

B. After inspection with County staff, Contractor will be responsible for the irrigation system, beginning with the pressure lines from the point of the backflow device, and including lateral lines. Contractor is responsible for all repairs except those that exceed a cost of $500. Repairs exceeding a cost of $500 should be submitted to the County Project Manager for approval or handling. County is responsible for the back flow device.

C. If system is working, Contractor shall, at all times, maintain the system in an operational state by repairing the irrigation system consisting of automatic controllers, control valves, gate valves, risers, quick couplers, swing joints and sprinkler heads including providing small parts: solenoids, filter screens, diaphragms, gaskets, springs, screws, adjustment screws, washers, '0' rings, wiring and nozzles, at no cost to the County.

1. In addition to repair and replacement, Contractor must:

   a) Adjust valves and sprinkler heads.
   b) Replace all risers and swing joints to the lateral lines.
   c) Replace button type turf and shrub heads.
   d) Replace all missing covers to valve boxes.
   e) Provide caps and plugs.

D. Contractor shall provide fully trained personnel in all phases of landscape irrigation systems including, but not limited to the operation, maintenance, adjustment, and repair.

E. In order to ensure the operability of the irrigation system, Contractor shall sequence controller(s) to each station manually to check the function of all facets of the irrigation system monthly and report any damage, malfunctioning equipment, and/or incorrect operation to the County's Project Manager or his designee. During the testing, Contractor shall:

   1. Adjust all sprinkler heads for correct coverage to prevent excessive runoff and/or erosion and to prevent the spread onto roadways, sidewalks, hard surface areas, and private property.
   2. Unplug clogged heads and flush lines monthly and after each repair. Unless otherwise specified on the specification sheets.
   3. All system malfunctions, damage, and obstructions shall be reported to County's Project Manager or designee and corrective action taken in a timely manner, not to exceed 48 hours after notification.

F. Contractor shall repair/replace malfunctioning quick couplers, manual or automatic valves, and sprinkler heads within one (1) watering cycle irrigation damage shall be repaired or replaced with same size, and quantity or substitutes approved by County Project Manager prior to installation.

G. Contractor shall respond to malfunctioning irrigation systems and equipment within two (2) hours of identification or following verbal notification. Extensive repair must be completed within thirty-six (36) hours unless otherwise authorized by Contract Program Director or designee.

H. Contractor shall control the irrigation system during inclement weather conditions and limit the use of water concurrent with the weather situation to the satisfaction of the County Project Manager or designee.

### 3.9 Disease/Insect Control

A. All landscaped areas shall be maintained free of disease and insects that could cause damage to plant materials including but not limited to trees, shrubs, ground cover and turf.

B. Contractor Project Manager or designee shall be notified immediately of any disease, insects, or unusual conditions that might develop.

C. A disease control program to prevent all common diseases from causing serious damage shall be provided on an as-needed basis. Disease control shall be achieved utilizing materials and rates recommended by a licensed Arborist.

D. An insect control program to prevent all common insects from causing damage shall be provided on an as-needed basis. Insect control shall be achieved utilizing materials and rates recommended by a licensed California Pest Control Adviser.

### 3.10 Rodent Control

All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems.

## 4.0 SPECIALTY SERVICE REQUIREMENTS

### 4.1 Chemical Edging/Detailing

A. Frequency: Once every two (2) months, April to September; once every three (3) months, October to March.

B. Chemical application may be used in and around areas such as planters, areas adjacent to buildings, trees, fence lines, sprinkler heads, etc. Prior to application of chemicals, all areas shall be trimmed to proper mowing heights. Chemicals shall be applied in a manner to limit drift to six (6) inches. Precautionary measures shall be employed since all areas will be open to the public during application.

C. Spot treat with a portable sprayer or wick wand using an effective herbicide approved by County's Project Director or his designee and applied per manufacturer's recommendation.

D. All work involving chemicals shall be provided as identified in Section 6.0 of SOW.

## 4.2 Trimming and Crowning of Trees

A. Trees

1. All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Trees should be trimmed to maintain a sufficient clearance from buildings, security cameras, and to minimize potential safety hazards. Palm trees shall be maintained in accordance with section 4.2, paragraph A, subparagraph 1(f) below.

    a) Contractor shall submit to County Project Manager a schedule of tree trimming services to occur during the first three years of contract term, within the first 90 days of implementation. County Project Manager may request adjustments to the schedule during the three-year term.
    b) Maintain trees to achieve a fourteen (14) foot vertical clearance for all branches within the landscaped areas and sixteen (16) foot vertical clearance for branches overhanging beyond curb line into the paved section of roadways. Trees should be trimmed away from roof, fence or obstacles and away from private property.
    c) All wounds one (1) inch in diameter or over shall be painted with asphaltic base tree paint immediately after pruning.
    d) Remove all new growth on trees up to the appropriate height clearances.
    e) Remove all dead, diseased, and unsightly branches and trees. Trees to be removed shall have a caliper of three (3) inches or less measured six (6) inches above the ground level.
    f) Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times.

B. Staking and Tying/Materials Used

1. Damaged trees shall be staked and tied within twenty-four (24) hours.
2. Replace missing or damaged stakes where the tree diameter is less than three (3) inches within five (5) days.
3. Stake in those cases where tree has been damaged and requires staking for support.

4. Stake new trees or recently planted trees that have not been previously staked.
5. Tree stakes, two (2) per tree, shall be pentachlorophenol treated lodge pole pine not less than eight (8) feet in length for five (5) gallon size trees; not less than ten (10) feet for fifteen (15) gallon size trees.
6. Guy wires where required and plant ties will be of pliable, zinc-coated, ten (10) gauge wire, two (2) per tree.
7. Hose for covering wire shall be either new or used garden hose at least one-half (l/2) inch in diameter (hose ties should allow for minimum of three (3) additional inches of clearance beyond the diameter of the branch or trunk being secured).
8. Stakes will not be placed closer than eight (8) inches from the trunk of the tree.
9. Stakes and ties will be placed so no chafing of bark occurs.

## 4.3 Aerification

A. Frequency: Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee.

B. Aerate all turf areas by using a device that removes cores to a depth of two (2) inches at no more than six (6) inch spacing.

C. Aerification may be required immediately after vertical (thatch removal) operation and just prior to over seeding and fertilization.

D. All cores shall be removed from the turf and disposed of off-site or thoroughly pulverized within twenty-four (24) hours after aerating.

## 4.4 Fertilization

A. Frequency: Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager.

B. All fertilization shall be approved by County Project Manager or designee prior to its application.

C. Application of fertilizer shall be done in sections, determined by the areas covered by each irrigation system.

D. All areas fertilized shall be thoroughly soaked immediately after fertilization.

E. All turf areas shall receive not less than one (l) pound of actual available nitrogen in a balance fertilizer form for each one thousand

(l,000) square feet of turf area. All fertilizer shall be inorganic and granular in form with an approximate ratio of 4-1-2.

F. Areas shall be fertilized utilizing ratios and mixtures per manufacturer's recommendation.

G. Apply fertilizer/micro-nutrient within the drip line to provide healthy color. Fertilizer shall be organic and granular in form without trace elements.

H. Apply fertilizer/micro-nutrient to provide a healthy color to all shrubs. Foliar feeding may be used if applicable.

I. Fertilizer should be organic and granular in form without trace elements.

J. Areas shall be fertilized utilizing ratios and mixtures recommended by the manufacturer.

### 4.5 Renovation/Vertical Mowing

A. Frequency: As requested by County at an agreed to additional cost.

B. Care shall be taken to avoid unnecessary or excessive injury to the turf grass. Contractor shall be responsible for turf damage.

C. Sweep or rake the dislodged thatch from the turf areas and remove from site.

D. Standard renovating or vertical mowing type equipment shall be used. Flail or mulching type equipment may be used where it is most beneficial to the lawn.

E. Vertical mow to remove thatch in turf areas to encourage healthy growth and to maintain acceptable appearance.

F. Renovate to the soil line and remove all excessive thatch in turf areas.

G. After thatch is removed and upon completion of turf renovation, all turf areas shall be seeded, mulched, and watered.

H. Areas to be over seeded will be seeded utilizing blends or mixtures at the rate of application recommended by County Project Manager.

I. Mulch shall be spread evenly over the entire area to a uniform depth.

### 4.6 Cultivating

A. Frequency: As needed.

B. Cultivate beds and planter areas to ensure a neat appearance using appropriate equipment designed to loosen the soil to a depth of three (3) inches. Care shall be taken so as not to disturb plant materials or their roots in accomplishing this operation.

### 4.7 Turf Reseeding/Restoration of Bare Areas

A. Frequency: As requested by County at an agreed additional cost.

B. Seed all damaged, vandalized, or bare areas to reestablish turf to an acceptable quality.

C. Areas to be seeded utilizing blends or mixtures at the rate application recommended by County Project Manager.

D. Stolonize bare areas with Adlayd Turf (Paspalum vaginatum) at the rate recommended by the County Project Manager.

## 5.0 PLANT MATERIALS

5.1 Plant materials shall conform to the requirements of the landscape plan of the area and to "Horticultural Standards" of the American Association of Nurserymen as to kind, size, age, etc. Plans of record and specifications should be consulted to ensure correct identification of species. Plant material(s) larger than those specified may be supplied if complying in all other respects. Substitutions may be allowed but only with prior written approval by the County Project Manager or his designee.

5.2 Nomenclature: Plant names used in the landscape plan of the area shall conform to "Standard Plant Names" by the American Joint Committee on Horticulture Nomenclature. In those cases not covered therein the custom of the nursery trade is followed.

5.3 Quality: Plants shall be sound, healthy, and vigorous; free from plant disease, insect pests or their eggs; and shall have healthy normal root systems and comply with all State and local regulations governing these matters, and shall be free from any noxious weeds.

5.4 Where caliper or other dimensions of any plant material are omitted from the Plant List, it shall be understood that these plant materials shall be normal stock for type listed. They must be sturdy enough to stand safely without staking.

5.5 Plant materials shall be symmetrical, and/or typical for variety and species, and conform to measurements specified in the Plant List.

5.6 All plant materials must be provided from a licensed nursery and shall be subject to acceptance by the County Project Manager or designee.

5.7 Plant Materials Guarantee - All shrubs shall be guaranteed to live and remain in healthy condition from the date of planting by the Contractor.

## 6.0 USE OF CHEMICALS

6.1 All work involving the use of chemicals shall be in compliance with all federal, state, and local laws.

6.2 A listing of proposed chemicals, including commercial name, application rate and type of usage shall be submitted to County Project Manager or designee for approval at the commencement of the contract. No work shall begin until written approval of use is obtained from County Project Manager or designee.

6.3 Chemicals shall only be applied by those persons possessing a valid California Qualified Applicator's License. Application shall be in strict accordance with all governing regulations.

6.4 Records of all operations stating dates, times, methods of applications, chemical formulations, applicator's names, and weather conditions shall be made and retained in accordance with Sub-paragraph 8.37, Record Retention And Inspection/Audit Settlement, of the Sample Contract.

6.5 All chemicals requiring a special permit for use must be registered with the County Agricultural Commissioner and a permit obtained with a copy to the County Project Director or designee.

6.6 All regulations and safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California shall be adhered to.

6.7 Chemicals shall be applied when air currents are still; thus, preventing drift onto adjacent property and preventing any toxic exposure to persons whether or not they are in or near the area of application.

## 7.0 WASTE REMOVAL

7.1 Contractor shall collect and remove all clippings the same day that plant materials are pruned or trimmed. Contractor shall not use County trash bins for maintenance operations.

7.2 Contractor shall be required to empty and reline trash receptacles as identified in Facility and Landscape Specification Sheets, Exhibit C of this Contract. Contractor is responsible for replacing trash liners in trash receptacles.

7.3 Contractor shall not dispose of hazardous material(s) on site. All such materials collected must be disposed of in compliance with all applicable rules, laws, and/or regulations.

## 8.0 AS-NEEDED SERVICES

8.1 The County Project Manager or designee may authorize the Contractor to perform as-needed services, including, but not limited to, repairs and replacements as necessary, due to extraordinary incidents such as vandalism, acts of God, and third party negligence; or improvements in order to add new facilities or modifying existing facilities.

8.2 If the County Project Manager or designee determines that the required work resulting from vandalism, acts of God, or third party negligence can be performed by Contractor's staff, the County Project Manager or designee may temporarily modify the Contractor's work schedule in order to complete the as-needed services.

8.3 Prior to performing any as-needed services, the Contractor shall prepare and submit a written description of the work including an estimate of labor and materials to County Project Manager or designee. No as-needed services shall commence without prior written authorization by County Project Manager. Contractor shall be compensated at the labor rates identified in Exhibit B - Pricing Sheet(s).

8.4 All as-needed services shall commence on the established specified date and Contractor shall proceed diligently to complete said work within the time allotted. Contractor will not be compensated for services not authorized by County Project Manager or designee.

8.5 The County reserves the right to perform the services itself or assign the services to another Contractor.

## 9.0 EMERGENCY SERVICES

9.1 When a condition exists, which poses imminent danger or injury to the public or damage to property, Contractor shall contact the County’s Project Manager immediately upon discovery and obtain approval by County’s Project Manager prior to starting work. A written estimate shall be sent within a reasonable timeframe after completion of the emergency services.

9.2 Contractor shall bill for emergency services on a separate invoice from its monthly invoice in the month immediately after completion of the emergency services.

9.3 Contractor shall respond immediately to calls for all emergency services requests and be at the site within two (2) hours of notification by County, on any day, at any time.

9.4 Contractor shall not perform any emergency services without prior approval of Contract Manager.

## 10.0 MAINTENANCE REPORTS

10.1 Contractor shall submit with monthly invoice, a report indicating the maintenance operations described in this SOW are completed when any of the services are performed. This report shall include, at a minimum, the following information:

A. Quantity and complete description of **all** commercial and organic fertilizer(s) used.
B. Quantity and label description of **all** grass seed used.
C. Quantity and complete description of **all** soil amendments used.
D. A valid licensed Agricultural Pest Control Advisor's recommendation and copies of corresponding pesticide use necessary to perform the services described herein.

10.2 Contractor shall submit quarterly irrigation inspection reports to the County Project Manager or designee not later than the tenth day of the month following the end of a quarter.

## 11.0 CONTRACTOR RESPONSIBILITY

### 11.1 Contractor Personnel

A. Contractor shall assign a sufficient number of employees to perform the required services at County Facilities identified in Exhibit C, Facility and Landscape Specification Sheets.

B. Principal Landscaper

1. Contractor shall designate (1) one employee as principal landscaper with full responsibility for directing the entire crew on his/her shift.
2. Each principal landscaper shall be authorized to act for Contractor in every detail and must speak and understand English.

C. Contractor Supervisor

1. Contractor shall provide a thoroughly trained Supervisor or Lead Person who is knowledgeable in all aspects of the County's landscape services.
2. Supervisor or Lead Person shall visit Facilities during and after working shifts.
3. Supervisor or Lead Person must be available to County by cell phone or pager during all working shifts, 365 days per year, 24 hours a day.
4. The Supervisor or Lead Person must be able to effectively communicate in English, both orally and in writing.
5. Supervisor or Lead Person shall have access to Contractor's Project Manager during all hours of shift coverage, 365 days per year.

D. Arborist

Contractor shall provide or have access to a licensed arborist to inspect trees and provide written reports to County at County's request.

E. Contractor shall notify County's Contract Monitor , District Manager, and Contract manager when contract personnel assigned to the Contract are out on a scheduled or unscheduled absence or has terminated employment. Contractor is to provide the name of the substitute employee. Contractor shall ensure substitute employee obtains a County Identification (ID) badge prior to providing services.

F. All services requiring licenses and/or certifications will be performed by properly trained, licensed and certified personnel.

G. Contractor shall provide and require every employee to wear an appropriate uniform with the company identification at all times. County shall approve uniforms prior to contract start date.

H. Contractor shall require every on-duty employee to wear a visible photo identification badge issued by the County. Such badge shall be displayed on employee's person at all times he/she is on County designated property.

## 11.2 Facility Work Requirements

A. Contractor shall maintain a current and valid California-issued Contractor Classification C-27 and pest control business license throughout the duration of the entire term of the Contract.

B. Contractor recognizes that during the course of this contract, County personnel and/or other Contractors may conduct other activities and operations. These activities may include, but not be limited to, landscape refurbishment, modification or repair, construction and/or storm related operations. Contractor may be required to modify or curtail certain tasks and operations and shall promptly comply with any request by the County Project Manager.

C. Contractor shall perform a weekly maintenance inspection during daylight hours of all areas within the landscaped area. Such inspection shall be both visual and operational. It shall include operation of all irrigation systems checking for proper condition and reliability. Contractor shall take immediate steps to correct any observed irregularities, and submit a written report regarding such circumstances to the County Contract Monitor and County Project Manager.

D. The purchase of all materials, supplies, vehicles, and equipment necessary to provide the required services is the responsibility of the Contractor. Contractor certifies that all furnished landscape supplies are not harmful to the plants, trees and surfaces being serviced. Contractor shall use materials and equipment that are safe for the environment and safe for use by Contractor employees. All materials and supplies are subject to County approval.

**11.3 Training**

A. Contractor shall provide training programs for all new employees and continuing in-service training for all employees, including, but not limited to visual aids, dealing with the diverse maintenance needs of a facility. Contractor must provide County Project Manager with a summary of course material and training schedules for its employees upon request.

B. Contractor personnel shall be trained in their assigned tasks and in safety in the work place. All Contractor personnel must work in accordance with Federal, State, and local statutes and directives. Contractor must comply with and maintain the Injury and Illness Prevention Program (IIPP) standards and records in accordance with Federal and State OSHA requirements. Contractor shall provide proof of training and IIPP records upon County request.

C. Contractor is responsible for ensuring that personnel are kept current and properly trained on all appropriate technologies, both existing and new.

D. Contractor shall ensure that personnel be trained to render a high degree of courteous and efficient service. Contractor shall control the conduct, demeanor and appearance of all its officers, agents and employees and representatives.

### 11.4 County Required Meetings

A. Contractor's Project Manager or Supervisor shall meet with County's Project Manager or designee monthly or as determined by County to evaluate landscape and related services. Contractor's representative must be familiar with all facilities included in the contract and be able to address issues related to Contractor's services. Contractor and County will then mutually determine a corrective course of action and timeframe to remedy any problems found.

B. Contractor's Project Manager or designee shall be available to attend all daytime landscape services orientations with County Facility Managers. This shall include new facilities that are added to Contractor's services.

### 11.5 Contractor's Office

Contractor shall maintain an office, within the County of Los Angeles, with a telephone in the firm name by which the Contractor conducts business. The office shall be staffed during normal business hours by at least one employee who can respond to inquiries and complaints, which may be received about the Contractor's performance of the Contract work. Contractor shall ensure County can access Contractor when the office is closed, by maintaining an answering service, and/or equipping the designated employee with a cellular phone and/or a pager to receive calls regarding the Contractor's performance of the Contract work. The Contractor shall answer calls received by the answering service, cellular phone, or pager within two (2) hours of receipt of the call**.** Failure to respond within the two-hour time frame will be cause for assessment in accordance with the Procurement Requirements Summary (PRS).

## 12.0 COUNTY RESPONSIBILITIES

### 12.1 Furnished Items

County may provide storage facilities for Contractor's use, as determined by County. In the event said facilities are provided, Contractor's use thereof shall be only for the purpose of storing equipment and materials required for maintenance. Contractor is prohibited from use of said storage facilities or any other County property for the conduct of his/her business interests that

are not directly related to, or required by the contract. Contractor assumes all risks of loss and damage to materials and equipment stored.

12.2 County does not anticipate assigning any County employee to Contractor on a full time basis. County personnel will be made available to the Contractor at the County Project Manager's discretion, to answer questions and provide a necessary liaison between Contractor and County. County will provide all utilities, including gas, electricity, and water for on-site facilities. County will provide no utilities or phones to Contractor if off-site facilities are used.

## 13.0 MAINTENANCE SCHEDULES

13.1 Contractor shall submit a work schedule for each facility to the County Project Manager within ten (10) days prior to start of Contract. Thereafter, work schedules shall be set on by January of each year identifying all the required on-going maintenance tasks and frequencies of work. The schedules shall delineate the time frames for the maintenance function by day of the week, morning, and afternoon.

13.2 Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County Project Manager for review and approval within five (5) working days prior to scheduled time for work.

13.3 Contractor shall provide any specialty type maintenance that is a result of poor workmanship by Contractor, to bring landscaped areas up to the level of well-manicured and clean, at Contractor's expense as determined by County.

## 14.0 GREEN INITIATIVES

Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits. In using the County's Facilities, the Contractor will develop and adhere to an energy conservation plan that is consistent with County policy. Contractor shall notify County's Project Manager of Contractor's new green initiatives prior to the contract commencement.

## 15.0 ADDITION/DELETION OF FACILITIES/ADDITIONAL WORK

County reserves the right to add or delete Facilities, adjust staffing requirements and/or Facility operating hours during the Contract Term. All changes must be made in accordance with the Contract, Paragraph 8, Standard Terms and Conditions, Amendments, Sub-paragraph 8.1 Amendments.

Any additional work as a result of Addition/Deletion of facilities shall be billed at the rates submitted for additional services in Exhibit B, Pricing Sheets.

## 16.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The plan shall be submitted to the County's Project Manager for review within five (5) working days of the start of the contract. The plan shall include the following:

16.1 Method of monitoring to ensure that Contract requirements are being met.

16.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County Project Manager on a monthly basis.

16.3 Methods of continuing to ensure services to the County in the event of a strike by the Contractor's employees.

## 17.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in Contract, Paragraph 8, Terms and Conditions, Sub-Paragraph 8.15, County's Quality Assurance Plan.

### 17.1 Monthly Meetings

Contractor is required to attend (Monthly) meetings with County Project Manager and/or designees. Contractor may be required to attend additional meetings to discuss service level deficiencies or contract issues within 24-hour notice.

### 17.2 Contract Discrepancy Report (CDR)

Verbal Notification of a Contract discrepancy will be made to the Contractor's Project Manager as soon as possible whenever a Contract discrepancy is identified. The problem will be resolved within a time period established by County.

The verbal notification may be followed with a formal CDR, as provided in Exhibit 1, at the discretion of the County's Contract Project Manager. The CDR will indicate the contract discrepancy, the Contractor's response and the correction due date for each discrepancy noted.

Upon receipt of the CDR, the Contractor is required to respond in writing to the County's Project Manager or designee within 24 hours, acknowledging the reported discrepancies or presenting contrary information. If Additional time will be required to complete the correction(s), this must also be indicated in the response. Approval of any additional time for completions will be at the County's discretion.

### 17.3 County Observations

In addition to the departmental contracting staff, other County personnel may observe performance, activates and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

### 17.4 Methods of Monitoring

County may use one or more of the following inspection methods to evaluate Contractor's performance.

- Sampling
- One hundred percent (100%) inspection of output items on a periodic basis (daily, weekly, monthly, etc.) using Exhibit 3, Landscape Maintenance Certification as determined necessary to assure a sufficient evaluation of Contractor performance.
- Customer complaints or public complaints.

### 17.5 Unacceptable Performance

Performance of a listed service is considered acceptable when Contractor performs the tasks specified in the SOW.

- When the County Contract Monitor determines that the performance is unacceptable, the County Contract Monitor shall notify Contractor of the discrepancy.
- Contractor must correct the problem within the time frame directed by the County Contract Monitor.
- The County Contract Monitor will perform a follow-up inspection and will evaluate Contractor's corrective action.
- If the problem has not been corrected, the County Contract Monitor will prepare a CDR with the deadline for completion. Failure to respond to CDR may result in an assessment for non-compliance as set forth in this.
- County Project Manager determines assessment, if any. And assessment letter will be sent to the Contractor.

## 18.0 PERFORMANCE REQUIREMENTS SUMMARY

All listings of services used in Exhibit 2 – Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the SOW, and not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any services seems to be created in the PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on the Contractor.

When the Contractor's performance does not conform to the requirements of this Contract, the County will have the option to apply the following non-performance remedies:

- Require Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to the acceptable level and monitoring methods to prevent recurrence.
- Reduce payment to Contractor by a computed amount based on the damage fee(s) in the PRS Chart.
- Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within five (5) days shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said services(s), as determined by the County, shall be credited to the County on the Contractor's future invoices.

This section does not preclude the County's right to terminate the contract upon ten (10) days written notice with or without cause, as provided for in Contract, Paragraph 8, Terms and Conditions, Sub-paragraph 8.42, Termination for Convenience.

EXHIBIT 1

## CUSTODIAL SERVICES DIVISION

# CONTRACT DISCREPANCY REPORT

**CONTRACTOR RESPONSE DUE WITHIN 24 HOURS**

| | | | |
|---|---|---|---|
| **Facility Name:** | **Address:** | | **Date of Inspection:** |
| **Contractor:** | **Contract No.** | **Contract Monitor:** | **CSD Dist #** |
| **Contact Person:** | **Telephone: ( ) -** | **District Manager Signature:** | |
| **Report Transmitted to Fax #: ( ) -** | | **Fax: ( ) -** | |

A contract discrepancy(s) is specified below. The contractor will take corrective action and respond back to ISD Custodial Division Contact Person identified above by the date required. Failure to take corrective action or respond to this Contract Discrepancy Report by the date specified may result in the deduction of damages.

| No. | Contract Discrepancy | Contractor's Response | County Use Only | |
|---|---|---|---|---|
| | | | Date Correction Due | Date Completed |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |

*Contractor's Representative Signature* *Date Signed*

| **Additional Comments:** |
|---|
| |
| |

| REFERENCE/ REQUIRED SERVICE | STANDARD OF PERFORMANCE | MONITORING METHOD | DEDUCTIONS/FEES TO BE ASSESSED |
|---|---|---|---|
| Contract: Paragraph 5.5.4 Invoice and Payments, submission of Invoices. | Monthly Invoices are received and approved by the County by the 15th calendar day of the month following the month of services | Invoices are received in County office by the due date. | $100 per occurrence |
| Contract: Paragraph 5.5.4 Invoice and Payments, submission of Invoices. | Invoices for as needed and/or additional work are received and approved by the County within 30 days of the date service is performed. | Invoices are received in County office by the due date. | $100 per occurrence |
| Contract: Paragraph 7. 2 Approval of Contractor's Staff | County's approval of staff. | Inspection and Observation | $50 per occurrence |
| Contact: Paragraph 7.4.1 Background and Security Investigations | Contractor's staff must pass background checks. Fees at expense of Contractor. | Inspection and Observation | $50 per occurrence |
| Contact: Paragraph 7.4.2 & 7.4.3 Background and Security Investigations | Contractor's staff not passing background checks are not to work at County facilities and shall be removed from County facilities. | Inspection and Observation | $50 per occurrence |
| Contract: Paragraphs 8.24 & 8.25 General Insurance Requirements | Compliance with Contract Insurance Requirements | Receipt of document | $100 per occurrence; possible termination for default of contract. |
| Contract: Paragraph 8.34 Notices | Contractor to submit notices of changes in personnel to County. | Receipt of document | $50 per occurrence |
| Contract: Paragraph 8.38 Record Retention & Inspection/Audit Settlement | Contractor to maintain all required documents as specified in Sub-paragraph 8.37. | Inspection of files | $100 per occurrence; possible termination for default of contract. |
| Contract: Paragraph 8.40 Subcontracting | Contractor shall obtain County's written approval prior to subcontracting any work. | Inspection & Observation | $100 per occurrence; possible termination for default of contract |
| Contract: Paragraph 9.1 Contractor's Compliance with Living Wage | Contractor to be in compliance with County's Living Wage Program. | Inspection & Observation | $100 per occurrence; possible termination for default of contract. |

| REFERENCE/ REQUIRED SERVICE | STANDARD OF PERFORMANCE | MONITORING METHOD | DEDUCTIONS/FEES TO BE ASSESSED |
|---|---|---|---|
| SOW Section 3.1<br>Mowing | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 3.2<br>Edging/Detailing/ Weed Control | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 3.3<br>Weed Control | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 3.4<br>Litter Control | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 3.5<br>Raking | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 3.6<br>Pruning of Trees, Hedges and Ground Cover | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 3.7<br>Watering | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 3.8<br>Irrigation System Maintenance | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 3.9<br>Disease/Insect Control | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 3.10<br>Rodent Control | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 4.1<br>Chemical Edging/Detailing | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 4.2<br>Trimming and Crowning of Trees | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |

| REFERENCE/ REQUIRED SERVICE | STANDARD OF PERFORMANCE | MONITORING METHOD | DEDUCTIONS/FEES TO BE ASSESSED |
|---|---|---|---|
| SOW Section 4.3 Aerification | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 4.4 Fertilization | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 4.5 Renovation/Vertical Mowing | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 4.6 Cultivating | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 4.7 Turf Reseeding/Restoration of Bare Areas | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 5.0 Plant Materials | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 7.0 Waste Removal | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 9.0 Emergency Services Requests | 100% Contractor response within 2 hours of notification by County. | Observation of Response | $50 per occurrence |
| SOW Section 10.0 Maintenance Reports | 100 % Completion of Required Services | Acceptance and Inspection of Reports | $50 per occurrence |
| SOW Section 11.1.B Contractor Personnel | Provide Principal Landscaper/must read, speak and understand English. | Inspection & Observation | $50 per occurrence |
| SOW Section 11.1.C. Contractor Supervisor | Provide a Supervisor accessible all hours 365 days/year. Must read, speak and understand English. Notify County of Changes to Project Manager. | Inspection and Observation | $50 per occurrence |

| REFERENCE/ REQUIRED SERVICE | STANDARD OF PERFORMANCE | MONITORING METHOD | DEDUCTIONS/FEES TO BE ASSESSED |
|---|---|---|---|
| SOW Section 11.1.G Uniforms | Contractor to ensure all employees wear approved uniforms and County issued ID badges. | Inspection and Observation | $50 per occurrence |
| SOW Section 11.3 Training | Provide Training Programs for new employees. | Provide copies of Programs upon County request | $50 per occurrence |
| SOW Section 11.4 County required meetings | Contractor attendance at all monthly or as required County meetings. | Observation of Attendance | $50 per occurrence |
| SOW 11.5 Contractor Office. | Contractor to maintain office in Los Angeles County. Must be staffed 8-5 Monday-Friday. When closed, must have answering service, cellular phones or pager to respond to County calls within 2 hours. | Inspection and Observation | $50 per occurrence |

**EXHIBIT 3**

## LANDSCAPE MAINTENANCE CERTIFICATION

I (We) hereby certify under penalty of perjury that the work within the facilities specified under the provisions of County Contract No. _____ has been performed in accordance with the specifications of said Contract for the month of _____, 20_____, and that:

| | | Yes | No | Initial |
|---|---|---|---|---|
| 1. | Not less than the living wages, as determined by the LA County Living Wage Ordinance, have been paid to personnel employed to do this work. | ____ | ____ | ____ |
| 2. | All On-Going Maintenance tasks have been completed as provided for in the Scope or Work and Specifications. | ____ | ____ | ____ |
| 3. | Irrigation systems have been checked for operability and that the following are functioning properly: | | | |
| | a) Irrigation lines | ____ | ____ | ____ |
| | b) Valves | ____ | ____ | ____ |
| | c) Sprinkler heads | ____ | ____ | ____ |
| | d) Controllers | ____ | ____ | ____ |
| 4. | Has spraying and/or use of chemicals occurred? ☐ Yes ☐ No<br>If yes: | | | |
| | a) Have copies of the Pest Control Agent's written recommendations been sent to the County Contract Monitor? | ____ | ____ | ____ |
| | b) Have copies of the Pesticide Use Report been sent to the County Contract Monitor? | ____ | ____ | ____ |
| | c) Have Copies of restricted use permits been sent to the County Contract Monitor? | ____ | ____ | ____ |
| 5. | Have specialty type maintenance services been requested? ☐ Yes ☐ No<br>If yes: | | | |
| | a) Has County Contract Monitor been notified in writing? | ____ | ____ | ____ |
| | b) Has quantity and complete description of materials used been sent to County Contract Monitor? (if applicable) | ____ | ____ | ____ |
| 6. | Has the work schedule provided changed? ☐ Yes ☐ No<br>If yes: | | | |
| | a) Has the County Contract Monitor been notified? | ____ | ____ | ____ |

7. COMMENTS

_____

_____

_____

_____ _____

Company Authorized Representative Date

**EXHIBIT B**

# PRICING SHEET

**MARINA LANDSCAPE, INC.**
**PRICING SHEET**
**REGION 5**

**EXHIBIT B**

| BIS No. | FACILITY | DEPARTMENT | ADDRESS | CITY | MONTHLY COST |
|---|---|---|---|---|---|
| 10533 | 1 | Community & Senior Services/Altadena Senior Center | 560 E. Mariposa St. | Altadena | $ 1,293.00 |
| 10545 | 2 | Community & Senior Services/Altadena Community & Senior Center | 730 E. Altadena Dr. | Altadena | $ 1,034.00 |
| 05615 | 3 | Public Works/San Gabriel Valley District Office | 125 S. Baldwin Ave. | Arcadia | $ 776.00 |
| 10330 | 4 | Mental Health/Arcadia Health Center | 330 E. Live Oak Ave. | Arcadia | $ 970.00 |
| 05298 | 5 | DPSS/Distribution Center-Warehouse | 2700 S. Garfield Ave | Commerce | $ 194.00 |
| 09014 | 6 | Community and Senior Services/East L.A. Service Center | 133 N. Sunol Dr. | Los Angeles | $ 1,034.00 |
| 04070 | 7 | CEO/East L.A. Special Enforcement Bureau | 130 S. Fetterly Ave | Los Angeles | $ 517.00 |
| 04069 | 8 | CEO/East L.A. Area Office | 4849 E. Civic Center Way | Los Angeles | $ 1,552.00 |
| 04072 | 9 | CEO/Edward Roybal Comprehensive Health Center | 245 S. Fetterly Ave | Los Angeles | $ 1,552.00 |
| 04063 | 10A | CEO/East L.A. Civic Center Lake | 999 Mednick Ave (4901 E. 3rd. Street) | Los Angeles | $ 517.00 |
| 04060 | 10B | CEO/East L.A. Civic Center Park | 4901 E. 3rd. Street | Los Angeles | $ 1,552.00 |
| 12810-12006 | 11 | CEO/East L.A. Civic Center (Vacant Lot) | 999 Mednick Ave | Los Angeles | $ 259.00 |
| 12810-12006 | 12 | CEO/East L.A. Civic Center (Vacant Lot) | 999 Mednick St. | Los Angeles | $ 259.00 |
| 12810-12006 | 13 | CEO/East L.A. Civic Center (Vacant Lot) | 999 Mednick St. | Los Angeles | $ 259.00 |
| 12810-12006 | 14 | CEO/East L.A. Civic Center Freeway Fence | 999 Mednick St. | Los Angeles | $ 259.00 |
| 06748 | 15 | CEO/East L.A. County Hall | 4801 E. 3rd. St. | Los Angeles | $ 259.00 |
| 06750 | 16 | CEO/East L.A. Library | 4837 E. 3rd. St. | Los Angeles | $ 2,586.00 |
| 04066 | 17 | CEO/East L.A. Sheriff Station | 5019 E. 3rd. St. | Los Angeles | $ 2,069.00 |
| 07022 | 18 | Internal Services/Administration | 1100 N. Eastern Ave | Los Angeles | $ 1,034.00 |
| 07029 | 19 | Internal Services/Special Services Building | 1106 N. Eastern Ave | Los Angeles | $ 1,034.00 |
| 10230 | 20 | Internal Services/Telecommunications Building | 1110 N. Eastern Ave | Los Angeles | $ 1,034.00 |
| 09449 | 21 | Sheriff/EOC Community Emergency Operations Center | 1275 N. Eastern Ave | Los Angeles | $ 1,552.00 |
| 10522 | 22 | Community & Senior Services/Centro Maravilla Service Center | 4716 Cesar Chavez Ave | Los Angeles | $ 1,552.00 |
| 04129 | 23 | Public Health/Monrovia Public Health Center | 330 W. Maple Ave. | Monrovia | $ 517.00 |
| 05303 | 24 | DPSS/AP District Office | 955 N. Lake Ave. | Pasadena | $ 1,034.00 |
| | | | | **TOTAL** | **$ 24,698.00** |

| **ADDITIONAL SERVICES*** | |
|---|---|
| **SERVICE** | **RATE ($)** |
| Facility Additions - Staffing | $ 77.55 |
| Landscape Laborer (Hourly Rate) | $ 19.39 |
| Principal Landscaper (Hourly Rate) | $ 19.39 |
| Supervisor (Hourly Rate) | $ 19.65 |

* These rates shall be fully burdened.

EXHIBIT C

# FACILITY AND LANDSCAPE SPECIFICATION SHEETS

| **Region 5 Facility No. 1** | |
|---|---|
| **Department/Facility** | Community & Senior Services/Altadena Senior Center |
| **Address** | 560 E. Mariposa St., Altadena, CA 91001 |
| **Days/Hours of Operation** | Weekly: All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 187 |
| Number of Palm Trees | 2 |
| Number of Planters | 14 |
| Shrubs | Yes |
| Hedges | Yes |
| Grass | Yes |
| Irrigation System | Yes |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Weekly |
| 3.4 Litter Control | Weekly |
| 3.5 Raking | Weekly |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| |

FOS District #: _____
Contract Monitor: _____

| **Region 5 Facility No. 2** | |
|---|---|
| **Department/Facility** | Community & Senior Services/Altadena Community & Senior Citizen Center |
| **Address** | 730 E Altadena Dr., Altadena, CA 91001 |
| **Days/Hours of Operation** | Weekly: All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 52 |
| Number of Palm Trees | 0 |
| Number of Planters | 13 |
| Shrubs | Yes |
| Hedges | Yes |
| Grass | No |
| Irrigation System | Yes |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Weekly |
| 3.4 Litter Control | Weekly |
| 3.5 Raking | Weekly |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| |

FOS District #: _____
Contract Monitor: _____

| **Region 5 Facility No. 3** | |
|---|---|
| **Department/Facility** | Public Works/San Gabriel Valley District Office |
| **Address** | 125 S. Baldwin Ave., Arcadia, CA 91006 |
| **Days/Hours of Operation** | Weekly: All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 24 |
| Number of Palm Trees | 1 |
| Number of Planters | 2 |
| Shrubs | Yes |
| Hedges | Yes |
| Grass | Yes |
| Irrigation System | Yes |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Weekly |
| 3.4 Litter Control | Weekly |
| 3.5 Raking | Weekly |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| Hand watering is required at this site. |

FOS District #: _____
Contract Monitor: _____

| **Region 5 Facility No. 4** | |
|---|---|
| **Department/Facility** | Mental Health/Arcadia Mental Health Center |
| **Address** | 330 E. Live Oak Ave., Arcadia, CA 91006 |
| **Days/Hours of Operation** | Weekly: All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 19 |
| Number of Palm Trees | 1 |
| Number of Planters | 10 |
| Shrubs | Yes |
| Hedges | Yes |
| Grass | Yes |
| Irrigation System | Yes |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Weekly |
| 3.4 Litter Control | Weekly |
| 3.5 Raking | Weekly |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| |

FOS District #: _____
Contract Monitor: _____

| **Region 5 Facility No. 5** | |
|---|---|
| **Department/Facility** | Public Social Services/Distribution Center-Warehouse |
| **Address** | 2700 S. Garfield Ave, Commerce, CA 90040 |
| **Days/Hours of Operation** | Weekly: All work to be done during daylight hours |

| Description | Required Maintenance |
|---|---|
| Number of Trees | 2 |
| Number of Palm Trees | 0 |
| Number of Planters | 7 |
| Shrubs | Yes |
| Hedges | Yes |
| Grass | No |
| Irrigation System | No |

| General Service Requirements | Frequency |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Weekly |
| 3.4 Litter Control | Weekly |
| 3.5 Raking | Weekly |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| Hand watering is required at this site. |

FOS District #: _____
Contract Monitor: _____

| **Region 5 Facility No. 6** | |
|---|---|
| **Department/Facility** | Community & Senior Services/East LA Service Center |
| **Address** | 133 N. Sunol Dr., Los Angeles, CA 90063 |
| **Days/Hours of Operation** | Weekly: All work to be done during daylight hours |

| Description | Required Maintenance |
|---|---|
| Number of Trees | 21 |
| Number of Palm Trees | 5 |
| Number of Planters | 5 |
| Shrubs | Yes |
| Hedges | Yes |
| Grass | Yes |
| Irrigation System | Yes |

| General Service Requirements | Frequency |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Weekly |
| 3.4 Litter Control | Weekly |
| 3.5 Raking | Weekly |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| Hand watering is required at this site. |

FOS District #: _____
Contract Monitor: _____

| **Region 5 Facility No. 7** | |
|---|---|
| **Department/Facility** | CEO/East LA Special Enforcement Bureau |
| **Address** | 130 S. Fetterly Ave., Los Angeles, CA 90022 |
| **Days/Hours of Operation** | Weekly: All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 10 |
| Number of Palm Trees | 4 |
| Number of Planters | 0 |
| Shrubs | Yes |
| Hedges | No |
| Grass | No |
| Irrigation System | No |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Weekly |
| 3.4 Litter Control | Weekly |
| 3.5 Raking | Weekly |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| Property is located down driveway by the street signs, Gleason and Fetterly. |

FOS District #: _____
Contract Monitor: _____

| **Region 5 Facility No. 8** | |
|---|---|
| **Department/Facility** | CEO/ Probation East L A Area Office |
| **Address** | 4849 E. Civic Center Way, Los Angeles, CA 90022 |
| **Days/Hours of Operation** | Weekly: All work to be done during daylight hours |

| Description | Required Maintenance |
|---|---|
| Number of Trees | 42 |
| Number of Palm Trees | 0 |
| Number of Planters | 8 |
| Shrubs | Yes |
| Hedges | Yes |
| Grass | Yes |
| Irrigation System | Yes |

| General Service Requirements | Frequency |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Weekly |
| 3.4 Litter Control | Weekly |
| 3.5 Raking | Weekly |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| As part of the Civic Center renovation, a new irrigation system has been installed and planter area has been increased. Address is changed from 144 S. Fetterly St. to 4849 E. Civic Center Way. |

FOS District #: _____
Contract Monitor: _____

| **Region 5 Facility No. 9** | |
|---|---|
| **Department/Facility** | CEO/Edward Roybal Comprehensive Health Center |
| **Address** | 245 S. Fetterly Ave., Los Angeles, CA 90022 |
| **Days/Hours of Operation** | Daily (M-F): All work to be done during daylight hours |

| Description | Required Maintenance |
|---|---|
| Number of Trees | 23 |
| Number of Palm Trees | 0 |
| Number of Planters | 3 |
| Shrubs | Yes |
| Hedges | Yes |
| Grass | Yes |
| Irrigation System | Yes |

| General Service Requirements | Frequency |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Daily (M-F) |
| 3.4 Litter Control | Daily (M-F) |
| 3.5 Raking | Daily (M-F) |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| Trash and debris at this site and the lot next to it are policed daily. |

FOS District #: _____
Contract Monitor: _____

| **Region 5 Facility No. 10A** | |
|---|---|
| **Department/Facility** | CEO/East LA Civic Center Lake |
| **Address** | 999 Mednick Ave., Los Angeles, CA 90022<br>(4901 E 3rd St., Los Angeles, CA 90022) |
| **Days/Hours of Operation** | Weekly: All work to be done during daylight hours |

| Description | Required Maintenance |
|---|---|
| Number of Trees | 0 |
| Number of Palm Trees | 0 |
| Number of Planters | 0 |
| Shrubs | No |
| Hedges | No |
| Grass | No |
| Irrigation System | Yes |

| General Service Requirements | Frequency |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Weekly |
| 3.4 Litter Control | Weekly |
| 3.5 Raking | Weekly |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| Lake duties include emptying trash receptacles and removal of litter within reachable distance by hand rake up to 10 feet from lake's edge. Concrete path surrounding the lake must be pressure washed monthly. The irrigation system is on a timer and is operational at this site. |

FOS District #: _____
Contract Monitor: _____

| **Region 5 Facility No. 10B** | |
|---|---|
| **Department/Facility** | CEO/East LA Civic Center Park |
| **Address** | 4901 E. 3rd St., Los Angeles, CA 90022 |
| **Days/Hours of Operation** | 7 days a week: All work to be done during daylight hours |

| Description | Required Maintenance |
|---|---|
| Number of Trees | 295 |
| Number of Palm Trees | 14 |
| Number of Planters | 8 |
| Shrubs | Yes |
| Hedges | Yes |
| Grass | Yes |
| Irrigation System | Yes |

| General Service Requirements | Frequency |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | 7 days a week |
| 3.4 Litter Control | 7 days a week |
| 3.5 Raking | 7 days a week |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| The irrigation system is on a timer and is operational at the site.<br><br>Comfort Station restrooms must be opened no later than 6 a.m. 7 days a week. Litter pick-up and emptying trash receptacles at the park is also 7 days a week. Liners must be replaced when trash receptacle is emptied. |

FOS District #: _____
Contract Monitor: _____

| **Region 5 Facility No. 11** | |
|---|---|
| **Department/Facility** | CEO/East LA Civic Center (Vacant Lot) |
| **Address** | 999 Mednick St., Los Angeles, CA 90022 |
| **Days/Hours of Operation** | Bi-Monthly: All work to be done during daylight hours |

| Description | Required Maintenance |
|---|---|
| Number of Trees | 0 |
| Number of Palm Trees | 0 |
| Number of Planters | 0 |
| Shrubs | No |
| Hedges | No |
| Grass | No |
| Irrigation System | No |

| General Service Requirements | Frequency |
|---|---|
| 3.1 Mowing | Bi-Monthly |
| 3.2 Edging/Detailing | Bi-Monthly |
| 3.3 Weed Control | Bi-Monthly |
| 3.4 Litter Control | Bi-Monthly |
| 3.5 Raking | Bi-Monthly |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| The vacant lot requires removal of all weeds, trash, and debris twice a month. |

FOS District #: _____
Contract Monitor: _____

| **Region 5 Facility No. 12** | |
|---|---|
| **Department/Facility** | CEO/East LA Civic Center (Vacant Lot) |
| **Address** | 999 Mednick St., Los Angeles, CA 90022 |
| **Days/Hours of Operation** | Bi-Monthly: All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 0 |
| Number of Palm Trees | 0 |
| Number of Planters | 0 |
| Shrubs | No |
| Hedges | No |
| Grass | No |
| Irrigation System | No |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Bi-Monthly |
| 3.2 Edging/Detailing | Bi-Monthly |
| 3.3 Weed Control | Bi-Monthly |
| 3.4 Litter Control | Bi-Monthly |
| 3.5 Raking | Bi-Monthly |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| The vacant lot next to Roybal Health Center requires removal of all weeds, trash, and debris twice a month. |

FOS District #: _____
Contract Monitor: _____

| **Region 5 Facility No. 13** | |
|---|---|
| **Department/Facility** | CEO/East LA Civic Center (Vacant Lot) |
| **Address** | 999 Mednick St., Los Angeles, CA 90022 |
| **Days/Hours of Operation** | Bi-Monthly: All work to be done during daylight hours |

| Description | Required Maintenance |
|---|---|
| Number of Trees | 0 |
| Number of Palm Trees | 0 |
| Number of Planters | 0 |
| Shrubs | No |
| Hedges | No |
| Grass | No |
| Irrigation System | No |

| General Service Requirements | Frequency |
|---|---|
| 3.1 Mowing | Bi-Monthly |
| 3.2 Edging/Detailing | Bi-Monthly |
| 3.3 Weed Control | Bi-Monthly |
| 3.4 Litter Control | Bi-Monthly |
| 3.5 Raking | Bi-Monthly |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| The vacant lot requires removal of all weeds, trash, and debris twice a month. |

FOS District #: _____
Contract Monitor: _____

| **Region 5 Facility No. 14** | |
|---|---|
| **Department/Facility** | CEO/East LA Civic Center Freeway Fence |
| **Address** | 999 Mednick St., Los Angeles, CA 90022 |
| **Days/Hours of Operation** | Weekly: All work to be done during daylight hours |

| Description | Required Maintenance |
|---|---|
| Number of Trees | 10 |
| Number of Palm Trees | 0 |
| Number of Planters | 0 |
| Shrubs | Yes |
| Hedges | No |
| Grass | No |
| Irrigation System | No |

| General Service Requirements | Frequency |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Weekly |
| 3.4 Litter Control | Weekly |
| 3.5 Raking | Weekly |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| This area which is adjacent to the park is policed for trash and debris once a week. |

FOS District #: _____
Contract Monitor: _____

| **Region 5 Facility No. 15** | |
|---|---|
| **Department/Facility** | CEO/East LA County Hall |
| **Address** | 4801 E. 3rd St., Los Angeles, CA 90022 |
| **Days/Hours of Operation** | Weekly: All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 29 |
| Number of Palm Trees | 0 |
| Number of Planters | 0 |
| Shrubs | Yes |
| Hedges | Yes |
| Grass | Yes |
| Irrigation System | Yes |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Weekly |
| 3.4 Litter Control | Weekly |
| 3.5 Raking | Weekly |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| |

FOS District #: _____
Contract Monitor: _____

| **Region 5 Facility No. 16** | |
|---|---|
| **Department/Facility** | CEO/East LA Library |
| **Address** | 4837 E. 3rd St., Los Angeles, CA 90022 |
| **Days/Hours of Operation** | Weekly: All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 70 |
| Number of Palm Trees | 0 |
| Number of Planters | 4 |
| Shrubs | Yes |
| Hedges | Yes |
| Grass | Yes |
| Irrigation System | Yes |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Weekly |
| 3.4 Litter Control | Weekly |
| 3.5 Raking | Weekly |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| |

FOS District #: _____
Contract Monitor: _____

| **Region 5 Facility No. 17** | |
|---|---|
| **Department/Facility** | CEO/East LA Sheriff Station |
| **Address** | 5019 E. 3rd St., Los Angeles, CA 90022 |
| **Days/Hours of Operation** | Weekly: All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 6 |
| Number of Palm Trees | 0 |
| Number of Planters | 0 |
| Shrubs | Yes |
| Hedges | No |
| Grass | Yes |
| Irrigation System | Yes |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Weekly |
| 3.4 Litter Control | Weekly |
| 3.5 Raking | Weekly |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| The irrigation system is in good condition and is automatically controlled. |

FOS District #: _____
Contract Monitor: _____

| **Region 5 Facility No. 18** | |
|---|---|
| **Department/Facility** | Internal Services/Administration |
| **Address** | 1100 N. Eastern Ave., Los Angeles, CA 90063 |
| **Days/Hours of Operation** | Bi-Weekly: All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 153 |
| Number of Palm Trees | 17 |
| Number of Planters | 50 |
| Shrubs | Yes |
| Hedges | Yes |
| Grass | Yes |
| Irrigation System | Yes |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Bi-Weekly |
| 3.4 Litter Control | Bi-Weekly |
| 3.5 Raking | Bi-Weekly |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| Hand watering is required at some areas of this site. |

FOS District #: _____
Contract Monitor: _____

| **Region 5 Facility No. 19** | |
|---|---|
| **Department/Facility** | Internal Services/Special Services Building |
| **Address** | 1106 N. Eastern Ave., Los Angeles, CA 90063 |
| **Days/Hours of Operation** | Weekly: All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 13 |
| Number of Palm Trees | 0 |
| Number of Planters | 0 |
| Shrubs | Yes |
| Hedges | Yes |
| Grass | No |
| Irrigation System | No |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Weekly |
| 3.4 Litter Control | Weekly |
| 3.5 Raking | Weekly |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| |

FOS District #: _____
Contract Monitor: _____

| **Region 5 Facility No. 20** | |
|---|---|
| **Department/Facility** | Internal Services/Telecommunications Building |
| **Address** | 1110 N. Eastern Ave., Los Angeles, CA 90063 |
| **Days/Hours of Operation** | Weekly: All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 54 |
| Number of Palm Trees | 14 |
| Number of Planters | 2 |
| Shrubs | Yes |
| Hedges | Yes |
| Grass | No |
| Irrigation System | No |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Weekly |
| 3.4 Litter Control | Weekly |
| 3.5 Raking | Weekly |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| |

FOS District #: _____
Contract Monitor: _____

| **Region 5 Facility No. 21** | |
|---|---|
| **Department/Facility** | Sheriff/EOC County Emergency Operations Center |
| **Address** | 1275 N. Eastern Ave., Los Angeles, CA 90063 |
| **Days/Hours of Operation** | Bi-Weekly: All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 28 |
| Number of Palm Trees | 3 |
| Number of Planters | 2 |
| Shrubs | Yes |
| Hedges | Yes |
| Grass | No |
| Irrigation System | Yes |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Bi-Weekly |
| 3.4 Litter Control | Bi-Weekly |
| 3.5 Raking | Bi-Weekly |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| |

FOS District #: _____
Contract Monitor: _____

| **Region 5 Facility No. 22** | |
|---|---|
| **Department/Facility** | Community & Senior Services/Centro Maravilla Service Center |
| **Address** | 4716 Cesar E Chavez Ave., Los Angeles, CA 90022 |
| **Days/Hours of Operation** | Weekly: All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 54 |
| Number of Palm Trees | 7 |
| Number of Planters | 17 |
| Shrubs | Yes |
| Hedges | Yes |
| Grass | Yes |
| Irrigation System | Yes |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Weekly |
| 3.4 Litter Control | Weekly |
| 3.5 Raking | Weekly |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| |

FOS District #: _____
Contract Monitor: _____

| **Region 5 Facility No. 23** | |
|---|---|
| **Department/Facility** | Public Health/Monrovia Public Health Center |
| **Address** | 330 W. Maple Ave., Monrovia, CA 91016 |
| **Days/Hours of Operation** | Weekly: All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 14 |
| Number of Palm Trees | 1 |
| Number of Planters | 10 |
| Shrubs | Yes |
| Hedges | Yes |
| Grass | No |
| Irrigation System | Yes |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Weekly |
| 3.4 Litter Control | Weekly |
| 3.5 Raking | Weekly |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| |

FOS District #: _____
Contract Monitor: _____

| **Region 5 Facility No. 24** | |
|---|---|
| **Department/Facility** | Public Social Services/AP District Office |
| **Address** | 955 N. Lake Ave., Pasadena, CA 91104 |
| **Days/Hours of Operation** | Weekly: All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 29 |
| Number of Palm Trees | 1 |
| Number of Planters | 11 |
| Shrubs | Yes |
| Hedges | Yes |
| Grass | No |
| Irrigation System | Yes |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Weekly |
| 3.4 Litter Control | Weekly |
| 3.5 Raking | Weekly |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| |

FOS District #: _____
Contract Monitor: _____

# CONTRACTOR'S EEO CERTIFICATION

Marina Landscape Inc.
Contractor Name

1900 S. Lewis St. Anaheim CA 92805
Address

95-3760820
Internal Revenue Service Employer Identification Number

## GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

| CONTRACTOR'S SPECIFIC CERTIFICATIONS | YES | NO |
|---|---|---|
| 1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | x | ☐ |
| 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. | x | ☐ |
| 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | x | ☐ |
| 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | x | ☐ |

Robert B. Cowan, President
Authorized Official's Printed Name and Title

Authorized Official's Signature

6/20/2013
Date

# COUNTY'S ADMINISTRATION

CONTRACT NO. _____

**COUNTY PROJECT DIRECTOR:**

| | |
|---|---|
| Name: | Yolanda Young |
| Title: | Division Manager |
| Address: | 1100 N Eastern Ave |
| | Los Angeles, CA 90063 |
| Telephone: | (323) 267-3101 |
| Facsimile: | (323) 415-8664 |
| E-mail Address: | yyoung@isd.lacounty.gov |

**COUNTY PROJECT MANAGER (CPM):**

| | |
|---|---|
| Name: | Laura Lambertson |
| Title: | Division Manager |
| Address: | 1100 N. Eastern Avenue |
| | Los Angeles, CA 90063 |
| Telephone: | (323) 267-3100 |
| Facsimile: | (323) 881-0132 |
| E-mail Address: | llambertson@isd.lacounty.gov |

**COUNTY CONTRACT MONITORS:**

| | |
|---|---|
| Name: | Various |
| Title: | Facilities Contract Monitors |
| Address: | 1100 N. Eastern Avenue |
| | Los Angeles, CA 90063 |
| Telephone: | Varies |
| Facsimile: | Varies |
| E-mail Address: | N/A |

# CONTRACTOR'S ADMINISTRATION

MARINA LANDSCAPE INC.
CONTRACTOR'S NAME

CONTRACT NO. _____

**CONTRACTOR'S PROJECT DIRECTOR:**

| | |
|---|---|
| Name: | Marty L. Stowell |
| Title: | VP-Operations |
| Address: | 1900 S. Lewis Street |
| | Anaheim CA 92805 |
| Telephone: | (818) 612-0118 |
| Facsimile: | (714) 704-0451 |
| E-mail Address: | mstowel@marinaco.com |

**CONTRACTOR'S AUTHORIZED OFFICIALS:**

| | |
|---|---|
| Name: | Robert B. Cowan |
| Title: | President. |
| Address: | 1900 S. Lewis Street |
| | Anaheim CA 92805 |
| Telephone: | (714) 939-6600 |
| Facsimile: | (714) 935-1199 |
| E-mail Address: | rbcowan@marinaco.com |

| | |
|---|---|
| Name: | Marty L. Stowell |
| Title: | VP-Operations |
| Address: | 1900 S. Lewis Street |
| | Anaheim CA 92805 |
| Telephone: | (818) 612-0118 |
| Facsimile: | (714) 704-0451 |
| E-mail Address: | mstowel@marinaco.com |

**Notices to Contractor shall be sent to the following address:**

| | |
|---|---|
| Name: | Angie Trejo |
| Title: | Maintenance Administrator |
| Address: | 1900 S. Lewis Street |
| | Anaheim CA 92805 |
| Telephone: | (714) 704-0458 |
| Facsimile: | (714) 704-0451 |
| E-mail Address: | atrejo@marinaco.com |

**Please include the Contract Director in any notices sent by the Agency. **

# CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name MARINA LANDSCAPE INC

Contract No. _____

GENERAL INFORMATION:
The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:
Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:
Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: 06/20/2013
PRINTED NAME: ROBERT B COWAN
POSITION: PRESIDENT

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

A. “Contractor” means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. “Employee” means any California resident who is a full-time employee of a contractor under the laws of California.

C. “Contract” means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)
2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.070. Exceptions.**

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,

2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

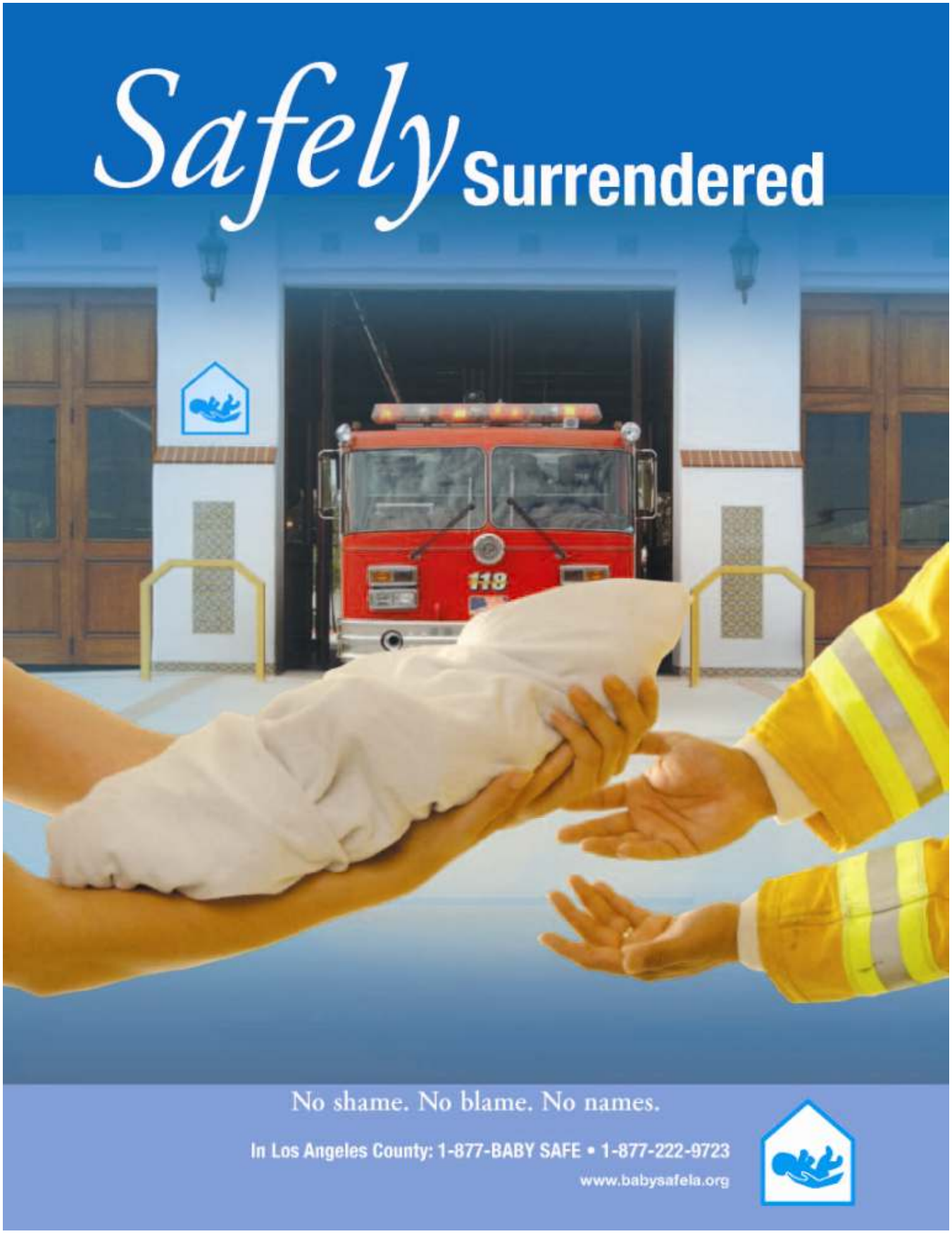
3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed $500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)


Safely Surrendered
119
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723
www.babysafela.org

# *Safely* Surrendered *Baby Law*

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

## How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

## What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at **1-800-540-4000.**

## Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

## Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

## Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

## What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

## What happens to the parent or surrendering adult?

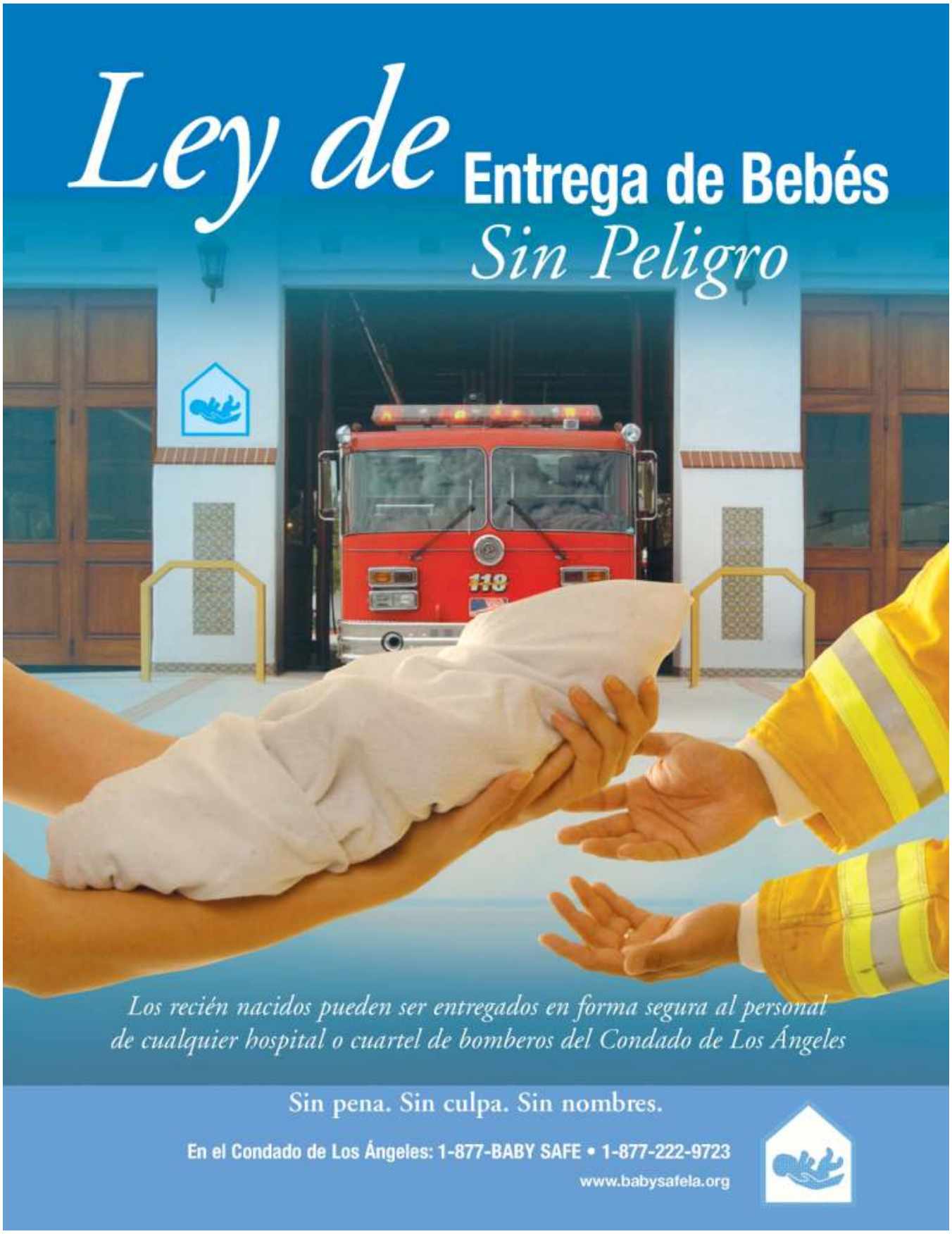
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

The purpose of the **Safely Surrendered Baby Law** is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The **Safely Surrendered Baby Law** prevents this tragedy from ever happening again in California.

## *A baby's story*

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.


Ley de Entrega de Bebés
Sin Peligro
Los recién nacidos pueden ser entregados en forma segura al personal
de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles
Sin pena. Sin culpa. Sin nombres.
En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

# *Ley de* Entrega de Bebés *Sin Peligro*

### ¿Qué es la Ley de Entrega de Bebés sin Peligro?

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 Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

### ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al **1-800-540-4000**.

### ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan *si tienen custodia legal.*

### ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

### ¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

### ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

### ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

### ¿Por qué se está haciendo esto en California? ?

La finalidad de la **Ley de Entrega de Bebés sin Peligro** es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La **Ley de Entrega de Bebés sin Peligro** impide que vuelva a suceder esta tragedia en California.

## *Historia de un bebé*

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del 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.

# Prop A – Living Wage Program Exhibits

## *Exhibits J, K, & L*

Title 2 ADMINISTRATION
Chapter 2.201
LIVING WAGE PROGRAM

**2.201.010 Findings.**

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles. (Ord. 2007-0011 § 1, 2007: Ord. 99-0048 § 1 (part), 1999.)

**2.201.020 Definitions.**

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

A. "County" includes the county of Los Angeles, any county officer or body, any county department head, and any county employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.

B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a county of Los Angeles owned or leased facility.

C. "Employer" means:

1. An individual or entity who has a contract with the county:

a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or

b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and

c. Who has received or will receive an aggregate sum of $25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or

2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the county.

D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the chief administrative officer, but in no event less than 35 hours worked per week.

E. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq. of this code, entitled Contracting with Private Business. (Ord. 2007-0011 § 2, 2007: Ord. 99-0048 § 1 (part), 1999.)

**2.201.030 Prospective effect.**

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. (Ord. 99-0048 § 1 (part), 1999.)

* Editor's note: Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

Title 2 ADMINISTRATION
Chapter 2.201
LIVING WAGE PROGRAM

**2.201.040 Payment of living wage.**

A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be $9.64 per hour with health benefits, or $11.84 per hour without health benefits.

B. To qualify for the living wage rate with health benefits, an employer shall pay at least $2.20 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.

C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section, above for future contracts. Any adjustments to the living wage rate specified in subsections A and B that are adopted by the board of supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments which become effective three months or more after the effective date of the ordinance that adjusts the living wage rate. (Ord. 2007-0011 § 3, 2007: Ord. 99-0048 § 1 (part), 1999.)

**2.201.050 Other provisions.**

A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.

B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

C. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The chief administrative officer in conjunction with the affirmative action compliance officer shall issue written instructions on the implementation and on-going administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the chief administrative officer in conjunction with the affirmative action compliance officer. The affirmative action compliance officer in conjunction with the chief administrative officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.

E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ord. 99-0048 § 1 (part), 1999.)

Title 2 ADMINISTRATION
Chapter 2.201
LIVING WAGE PROGRAM

**2.201.060 Employer retaliation prohibited.**

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ord. 99-0048 § 1 (part), 1999.)

**2.201.070 Employee retention rights.**

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

A. A "retention employee" is an employee of a predecessor employer:

   1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;

   2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and

   3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.

B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.

C. A subsequent employer is not required to hire a retention employee who:

   1. Has been convicted of a crime related to the job or his or her job performance; or

   2. Fails to meet any other county requirement for employees of a contractor.

D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ord. 99-0048 § 1 (part), 1999.)

**2.201.080 Enforcement and remedies.**

For violation of any of the provisions of this chapter:

A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.

B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:

   1. Assess liquidated damages as provided in the contract; and/or

   2. Recommend to the board of supervisors the termination of the contract; and/or

3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code. (Ord. 2007-0011 § 4, 2007: Ord. 99-0048 § 1 (part), 1999.)

**2.201.090 Exceptions.**

A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.

B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.

D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:

1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and

2. Has 20 or fewer employees during the contract period, including full time and part time employees; and

3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed $1,000,000.00; or

4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed $2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full time and part time employees, and more than $1,000,000.00 in annual gross revenues or $2,500,000.00 in annual gross revenues if a technical or professional service.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 99-0055 § 1, 1999: Ord. 99-0048 § 1 (part), 1999.)

**2.201.100 Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 99-0048 § 1 (part), 1999)

**EXHIBIT K**

# COUNTY OF LOS ANGELES
## LIVING WAGE ORDINANCE

### MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

**Instruction Box:** Please complete all sections of this form. *(Information to complete this form can be obtained from your weekly certified payroll reports)* Submit this form with your Certified Payroll Reports to the awarding County department. Be sure to complete and sign the reverse side of this form before submitting.

| | | | |
|---|---|---|---|
| (1) Name: Contractor ☐ Subcontractor ☐ | | Address: (Street, City, State, Zip) | |
| (2) Payroll No.: | (3) Work Location: | (4) From payroll period: ___/___/___ to payroll period: ___/___/___ | (5) For Month Ending: |
| (6) Department Name: | (7) Contract Service Description: | (8) Contract Name & Number: | |
| (9) Contractor Health Plan Name(s): | | (10) Contractor Health Plan ID Number(s): | |

| (11) Employee Name, Address & Last 4 digits of SS# | (12) Work Classification | (13) Total Hours Worked Each Week of Monthly Pay Period | | | | | (14) Total Aggre-gate Hours | (15) Employer Paid Health Benefit Hourly Rate | (16) Gross Amount Paid (14x15) | (17) Employee Paid Health Benefit Hourly Rate | (18) Gross Amount Paid (14x17) | (19) Aggregate $ Health Benefits Paid (16+18) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | 1 | 2 | 3 | 4 | 5 | | | | | | |
| 1 | | | | | | | | | | | | |
| 2 | | | | | | | | | | | | |
| 3 | | | | | | | | | | | | |
| 4 | | | | | | | | | | | | |
| 5 | | | | | | | | | | | | |
| I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct. | Total (This Page) | | | | | | | | | | | |
| Print Authorized Name: | Grand Total (All Pages) | | | | | | | | | | | |

| | | | |
|---|---|---|---|
| Authorized Signature: | Date: / / | Title: | Telephone Number (include area code) ( ) | Page: _____ of _____ |

# COUNTY OF LOS ANGELES
# LIVING WAGE PROGRAM
# PAYROLL STATEMENT OF COMPLIANCE

I, _____ , _____
(Name of Owner or Company Representative) (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by:
_____ on the _____
(Company or subcontractor Name) (Service, Building or Work Site)
that during the payroll period commencing on the _____ day of _____ ,and
(Calendar day of Month) (Month and Year)
ending the _____ day of _____ all persons employed on said work site
(Calendar day of Month) (Month and Year)
have been paid the full weekly wages earned, that no rebates have been or will be made either
directly or indirectly to or on behalf of _____
(Company Name)
from the full weekly wages earned by any person and that no deductions have been made either directly or in directly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

2. That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for employees contained therein are not less than the applicable County of Los Angeles Living Wage rates contained in the contract.

3. That:

☐ WHERE FRINGE (Health) BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS
In addition to the basic hourly wage rates paid to each employee listed in the above referenced payroll, payments of health benefits as required in the contract have been or will be paid to appropriate programs for the benefit of such employees.

☐ WHERE FRINGE (Health) BENEFITS ARE PAID IN CASH
Each employee listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the applicable amount of the required County of Los Angeles Living Wage hourly rate as listed in the contract.

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.

| Print Name and Title | Owner or Company Representative Signature: |
|---|---|
| | |

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD OF THREE (3) YEARS.

# CHARITABLE CONTRIBUTIONS CERTIFICATION

Marina Landscape Inc.
Company Name

1900 S. Lewis St. Anaheim CA9285
Address

95-3760820
Internal Revenue Service Employer Identification Number

None
California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

**Check the Certification below that is applicable to your company.**

X Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

**OR**

☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

6/20/2013
Date

Robert B. Cowan, President
Name and Title of Signer (please print)

# CONTRACT

# BY AND BETWEEN

# COUNTY OF LOS ANGELES

# AND

# AMERICAN HERITAGE LANDSCAPE LP

# FOR

# LANDSCAPE SERVICES

78004

**CONTRACT PROVISIONS**
**LANDSCAPE SERVICES**

**TABLE OF CONTENTS**


| PARAGRAPH | TITLE | PAGE |
|---|---|---|
| **RECITALS** | | **1** |
| **1.0** | **APPLICABLE DOCUMENTS** | **2** |
| **2.0** | **DEFINITIONS** | **3** |
| **3.0** | **WORK** | **4** |
| **4.0** | **TERM OF CONTRACT** | **4** |
| **5.0** | **CONTRACT SUM** | **5** |
| 5.5 | Invoices and Payments | 6 |
| **6.0** | **ADMINISTRATION OF CONTRACT - COUNTY** | **8** |
| 6.1 | COUNTY'S PROJECT DIRECTOR | 8 |
| 6.2 | COUNTY'S PROJECT MANAGER | 8 |
| 6.3 | COUNTY'S CONTRACT MONITOR | 8 |
| **7.0** | **ADMINISTRATION OF CONTRACT - CONTRACTOR** | **8** |
| 7.1 | CONTRACTOR'S PROJECT MANAGER | 8 |
| 7.2 | APPROVAL OF CONTRACTOR'S STAFF | 9 |
| 7.3 | CONTRACTOR'S STAFF IDENTIFICATION | 9 |
| 7.4 | BACKGROUND AND SECURITY INVESTIGATIONS | 10 |
| 7.5 | CONFIDENTIALITY | 10 |
| **8.0** | **STANDARD TERMS AND CONDITIONS** | **11** |
| 8.1 | AMENDMENTS | 11 |
| 8.2 | ASSIGNMENT AND DELEGATION | 12 |
| 8.3 | AUTHORIZATION WARRANTY | 13 |
| 8.4 | BUDGET REDUCTIONS | 13 |
| 8.5 | COMPLAINTS | 13 |
| 8.6 | COMPLIANCE WITH APPLICABLE LAW | 14 |
| 8.7 | COMPLIANCE WITH CIVIL RIGHTS LAWS | 15 |
| 8.8 | COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM | 15 |

**CONTRACT PROVISIONS**
**LANDSCAPE SERVICES**

**TABLE OF CONTENTS**


| PARAGRAPH | TITLE | PAGE |
|---|---|---|
| 8.9 | CONFLICT OF INTEREST | 17 |
| 8.10 | CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST | 17 |
| 8.11 | CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS | 17 |
| 8.12 | CONTRACTOR RESPONSIBILITY AND DEBARMENT | 18 |
| 8.13 | CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW | 20 |
| 8.14 | CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM | 21 |
| 8.15 | COUNTY'S QUALITY ASSURANCE PLAN | 21 |
| 8.16 | DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS | 22 |
| 8.17 | EMPLOYMENT ELIGIBILITY VERIFICATION | 22 |
| 8.18 | FACSIMILE or Electronic REPRESENTATIONS | 23 |
| 8.19 | FAIR LABOR STANDARDS | 23 |
| 8.20 | FORCE MAJEURE | 23 |
| 8.21 | GOVERNING LAW, JURISDICTION, AND VENUE | 24 |
| 8.22 | INDEPENDENT CONTRACTOR STATUS | 24 |
| 8.23 | INDEMNIFICATION | 25 |
| 8.24 | GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE | 25 |
| 8.25 | INSURANCE COVERAGE | 29 |
| 8.26 | LIQUIDATED DAMAGES | 30 |
| 8.27 | MOST FAVORED PUBLIC ENTITY | 31 |
| 8.28 | NONDISCRIMINATION AND AFFIRMATIVE ACTION | 31 |
| 8.29 | NON EXCLUSIVITY | 33 |
| 8.30 | NOTICE OF DELAYS | 33 |
| 8.31 | NOTICE OF DISPUTES | 33 |

**CONTRACT PROVISIONS**
**LANDSCAPE SERVICES**

**TABLE OF CONTENTS**


| PARAGRAPH | TITLE | PAGE |
|---|---|---|
| 8.32 | NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT | 33 |
| 8.33 | NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW | 33 |
| 8.34 | NOTICES | 34 |
| 8.35 | PROHIBITION AGAINST INDUCEMENT OR PERSUASION | 34 |
| 8.36 | PUBLIC RECORDS ACT | 34 |
| 8.37 | PUBLICITY | 35 |
| 8.38 | RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT | 35 |
| 8.39 | RECYCLED BOND PAPER | 37 |
| 8.40 | SUBCONTRACTING | 37 |
| 8.41 | TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM | 39 |
| 8.42 | TERMINATION FOR CONVENIENCE | 39 |
| 8.43 | TERMINATION FOR DEFAULT | 40 |
| 8.44 | TERMINATION FOR IMPROPER CONSIDERATION | 41 |
| 8.45 | TERMINATION FOR INSOLVENCY | 42 |
| 8.46 | TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE | 42 |
| 8.47 | TERMINATION FOR NON APPROPRIATION OF FUNDS | 42 |
| 8.48 | VALIDITY | 43 |
| 8.49 | WAIVER | 43 |
| 8.50 | WARRANTY AGAINST CONTINGENT FEES | 43 |
| 8.51 | WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM | 43 |

**CONTRACT PROVISIONS**
**LANDSCAPE SERVICES**

**TABLE OF CONTENTS**


| PARAGRAPH | TITLE | PAGE |
|---|---|---|
| 8.52 | TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM | 44 |
| **9.0** | **UNIQUE TERMS AND CONDITIONS** | **44** |
| 9.1 | COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM | 44 |
| 9.2 | LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM | 52 |
| 9.3 | CONTRACTOR'S OBLIGATIONS AS A NON-BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA") | 53 |
| 9.4 | PROPOSER'S CHARITABLE CONTRIBUTIONS COMPLIANCE | 54 |
| **SIGNATURES** | | **55** |

**CONTRACT PROVISIONS**
**LANDSCAPE SERVICES**

## TABLE OF CONTENTS


**EXHIBITS**

**STANDARD EXHIBITS**

A SCOPE OF WORK AND EXHIBITS

B PRICING SHEET(S)

C FACILITY AND LANDSCAPE SPECIFICATION SHEETS

D CONTRACTOR'S EEO CERTIFICATION

E COUNTY'S ADMINISTRATION

F CONTRACTOR'S ADMINISTRATION

G CONTRACTOR'S ACKNOWLEDGEMENT & CONFIDENTIALITY AGREEMENT

H JURY SERVICE ORDINANCE

I SAFELY SURRENDERED BABY LAW

**UNIQUE EXHIBITS**

**PROP A - LIVING WAGE PROGRAM EXHIBITS**

J LIVING WAGE ORDINANCE

K MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

L PAYROLL STATEMENT OF COMPLIANCE

M SB 1262 – NONPROFIT INTEGRITY ACT OF 2004 - CHARITABLE CONTRIBUTIONS CERTIFICATION

# CONTRACT BETWEEN
# COUNTY OF LOS ANGELES
# AND
# AMERICAN HERITAGE LANDSCAPE LP

# FOR
# LANDSCAPE SERVICES

This Contract and Exhibits made and entered into this 6th day of August, 2013 by and between the County of Los Angeles, hereinafter referred to as County and American Heritage Landscape LP, hereinafter referred to as Contractor. American Heritage Landscape LP, is located at 7013 Owensmouth Ave., Canoga Park, CA 91303.

## RECITALS

WHEREAS, the County may contract with private businesses for Landscape Services when certain requirements are met; and

78004

WHEREAS, the Contractor is a private firm specializing in providing Landscape Services; and

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract Landscape Services; and

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter, Los Angeles County Code Section 2.121.250, and California Government Code Sections 23004, 31000 and otherwise; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

## 1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K, L, and M are attached to, and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

**Standard Exhibits:**

1.1 EXHIBIT A - Scope of Work and Exhibits

1.2 EXHIBIT B - Pricing Sheet(s)

1.3 EXHIBIT C - Facility and Landscape Specification Sheets

1.4 EXHIBIT D - Contractor's EEO Certification

1.5 EXHIBIT E - County's Administration

1.6 EXHIBIT F - Contractor's Administration

1.7 EXHIBIT G - Contractor's Acknowledgement & Confidentiality Agreement

1.8 EXHIBIT H - Jury Service Ordinance

1.9 EXHIBIT I - Safely Surrendered Baby Law

**Unique Exhibits:**

**Prop A - Living Wage Program Exhibits**

1.10 EXHIBIT J - Living Wage Ordinance

1.11 EXHIBIT K - Monthly Certification for Applicable Health Benefit Payments

1.12 EXHIBIT L - Payroll Statement of Compliance

1.13 EXHIBIT M - SB 1262 – Nonprofit Integrity Act of 2004 -Charitable Contributions Certification

## 2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning:

2.1 **Contract**: Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Scope of Work, Exhibit A.

2.2 **Contract Discrepancy Report**: A report that identifies specific problems, failures and other key performance issues in Contractor's performance that require corrective action.

2.3 **Contractor**: The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Scope of Work.

2.4 **Contractor Project Manager**: The individual designated by the Contractor to administer the Contract operations after the Contract award.

2.5 **County Contract Monitor**: Person(s) with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.

2.6 **County Project Director**: Person(s) designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.

2.7 **County Project Manager**: Person(s) designated by County's Project Director to manage the operations under this Contract.

2.8 **County Recognized Holidays**: The County Recognized Holidays are: New Year's Day (January 1), Martin Luther King's Birthday (Third Monday in January), Presidents Day (Third Monday in February), Memorial Day (Last Monday in May), Independence Day (July 4), Labor Day (First Monday in September), Columbus Day (Second Monday in October), Veteran's Day (November 11), Thanksgiving holidays (Fourth Thursday and Friday in November), Christmas Day (December 25).

2.9 **Day(s)**: Calendar day(s) unless otherwise specified.

2.10 **District Manager**: County Facility Operations Services (FOS) Manager responsible for landscape services in the County.

2.11 **Facilities**: Property(ies) owned and/or operated by the County of Los Angeles.

2.12 **Facilities Operation Services (FOS)**: Internal Service Department (ISD) operation responsible for providing landscape services to County Departments.

2.13 **Fiscal Year**: The twelve (12) month period beginning July 1st and ending the following June 30th.

2.14 **Internal Services Department**: The County Department responsible for administration of the contract.

2.15 **Performance Requirements Summary (PRS)**: Performance standards document which identifies key performance indicators that will be evaluated by County to ensure that Contractor meets the required services under this Contract.

2.16 **Regions**: Grouping of facilities within areas of Los Angeles County.

## 3.0 WORK

3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.

3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

## 4.0 TERM OF CONTRACT

4.1 The contract term shall be for a period of three (3) years, commencing October 1, 2013, unless sooner terminated or extended, in whole or in part, as provided in the Contract.

4.2 The County shall have sole discretion to exercise an option to extend this Contract term for up to two (2) additional one-year periods, and a six (6) month to month extension, for a maximum total Contract term of five (5) years and six (6) months. Each such option and extension shall be exercised solely by the Director of ISD. 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.

4.3 The Contractor shall notify County's Project Manager, Internal Services Department, when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to County's Project Manager at the address herein provided in Exhibit E - County's Administration.

## 5.0 CONTRACT SUM

5.1 The Contract Sum under this Agreement shall be the total monetary amount payable by County to Contractor for supplying all the tasks, deliverables, goods, services and other work specified under this Contract. Contractor shall provide services at the rates identified in Exhibit B, Pricing Sheet(s).

5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

5.3 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to Internal Services Department at the address herein provided in Exhibit E - County's Administration.

5.4 **No Payment for Services Provided Following Expiration/Termination of Contract**

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

## 5.5 Invoices and Payments

5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Scope of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B - Pricing Sheet(s), and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

5.5.2 The Contractor's invoices shall be priced in accordance with SB - Pricing Sheet(s).

5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A - Scope of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service. If the 15th calendar day of the month falls on a Friday, or on a weekend, the Contractor shall submit the monthly invoice to the County by the Thursday prior to the 15th. Invoices are approved by the County by the 15th calendar day of the month following the month of services

Invoices for as-needed services and/or additional work are received and approved by the County within 30 days of the date services are performed.

Prop A - Living Wage Program:

No invoice will be approved for payment unless the following is included:

- Exhibit K - Monthly Certification for Applicable Health Benefit Payments
- Exhibit L - Payroll Statement of Compliance

5.5.5 Contractor shall submit two (2) copies of all invoices under this Contract to the following address:

Internal Services Department
1100 North Eastern Avenue
Los Angeles, CA 90063
Attention: Contract Unit Supervisor, Finance, Room 222

5.5.6 **County Approval of Invoices**

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager, or an authorized representative prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5.7 **Local Small Business Enterprises – Prompt Payment Program**

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

## 5.6 COST OF LIVING ADJUSTMENTS (COLA'S)

For the two additional one-year option periods identified in Section 4.2, the contract (hourly, daily, monthly, etc.) amount may be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the contract anniversary date, which shall be the effective date for any cost of living adjustment. However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no cost of living adjustments will be granted. Where the County decides to grant a Cost of Living Adjustment (COLA) pursuant to this paragraph for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this contract) from the base upon which a COLA is calculated, unless the Contractor can show that his/her labor cost will actually increase.

# 6.0 ADMINISTRATION OF CONTRACT - COUNTY

**COUNTY ADMINISTRATION**

A listing of all County Administration referenced in the following sub-paragraphs is designated in Exhibit E - County's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

## 6.1 COUNTY'S PROJECT DIRECTOR

Responsibilities of the County's Project Director include:

- ensuring that the objectives of this Contract are met; and
- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

## 6.2 COUNTY'S PROJECT MANAGER

The responsibilities of the County's Project Manager include:

- meeting with the Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

## 6.3 COUNTY'S CONTRACT MONITOR

The County's Contract Monitor is responsible for overseeing the day-to-day administration of this Contract. The Contract Monitor reports to the District Manager.

# 7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

## 7.1 CONTRACTOR'S PROJECT MANAGER

7.1.1 The Contractor's Project Manager is designated in Exhibit F - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Project Manager and County's Contract Monitor on a regular basis.

## 7.2 APPROVAL OF CONTRACTOR'S STAFF

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.2.1 Contractor shall assign a sufficient number of employees to perform the required work as defined in the SOW.

7.2.2 Contractor shall immediately remove any contractor's staff assigned to a County Facility upon County's request.

## 7.3 CONTRACTOR'S STAFF IDENTIFICATION

All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person, visible at all times. Contractor bears all expense of the badging.

7.3.1 Contractor is responsible for ensuring that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked to leave a County facility by a County representative if they do not have the proper contract worker ID badge on their person.

7.3.2 Contractor shall notify the County Project Manager in writing, within one business day, when staff is terminated from working under this Contract. Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has terminated employment with the Contractor.

7.3.3 If County requests the removal of Contractor's staff, Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has been removed from working on the County's Contract.

7.3.4 Improper or fraudulent use of County ID badges or failure of Contractor to return the employee's County ID badge will result in County's filing of a Contract Discrepancy Report with damages assessed as described in the SOW, Performance Requirement Summary.

## 7.4 BACKGROUND AND SECURITY INVESTIGATIONS

7.4.1 Each of Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by 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 may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the Contractor, without regard to whether the Contractor's staff passes or fails the background clearance investigation.

7.4.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

7.4.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

7.4.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.4 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## 7.5 CONFIDENTIALITY

7.5.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all

claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and seek reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.5.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

7.5.4 Contractor shall sign and adhere to the provisions of the "Contractor's Acknowledgement and Confidentiality Agreement", Exhibit G.

# 8.0 STANDARD TERMS AND CONDITIONS

## 8.1 AMENDMENTS

8.1.1 For any change which affects the scope of work, including addition or deletion of Facilities, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by Director of ISD, or his/her designee.

8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an

Amendment to the Contract shall be prepared and executed by the Contractor and by Director of ISD, or his/her designee.

8.1.3 The Director of ISD, or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by Director of ISD, or his/her designee.

8.1.4 County reserves the right to add or change facilities as County deems appropriate. Such changes shall be based on the hourly rates listed in Exhibit B, Pricing Sheet(s), and Contractor and County will negotiate a mutually agreeable price. County also reserves the right to obtain facility pricing or receive bids from other Region(s) Contract vendors. In the event any additions or changes are made, an Amendment shall be prepared and executed by the County's Director of ISD, or his/her designee.

## 8.2 ASSIGNMENT AND DELEGATION

8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, Contractor must obtain County's consent through a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against any claims that the Contractor may have against the County.

8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

## 8.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

## 8.4 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation 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. 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. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

## 8.5 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.1 Within seven (7) business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within two (2) business days for County approval.

8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within one (1) business day of receiving the complaint.

8.5.6 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.

8.5.7 Copies of all written responses shall be sent to the County's Project Manager within one (1) business day of mailing to the complainant.

## 8.6 COMPLIANCE WITH APPLICABLE LAW

8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate

in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and obtain reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

## 8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D - Contractor's EEO Certification.

## 8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 **Jury Service Program**:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

8.8.2 **Written Employee Jury Service Policy**:

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service

with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion,

terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## 8.9 CONFLICT OF INTEREST

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

## 8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

## 8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor

shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

## 8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

### 8.12.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

### 8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

### 8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the

County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 **Contractor Hearing Board**

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

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 the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 **Subcontractors of Contractor**

These terms shall also apply to Subcontractors of County Contractors.

## 8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

## 8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, 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).

## 8.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

The Contractor's Project Manager or designee shall meet monthly or as requested by County with the County Contract Monitor and inspect the facility on any shift to ensure the quality of the landscape services being performed. A summary report of findings, including all deficiencies, will be prepared by the County and submitted to Contractor for remedial action. Contractor will provide Performance Monthly Inspection Report by the 15th of the following month and a copy will be provided to the County

Project Manager the report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

## 8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the 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 reimbursed by the Contractor by cash payment upon demand.

## 8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

## 8.18 FACSIMILE OR ELECTRONIC REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile or electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of “original” versions of such documents.

## 8.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor’s employees for which the County may be found jointly or solely liable.

## 8.20 FORCE MAJEURE

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term

"subcontractor" and "subcontractors" mean subcontractors at any tier.

8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

## 8.21 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

## 8.22 INDEPENDENT CONTRACTOR STATUS

8.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.22.4 The Contractor shall adhere to the provisions stated in sub-paragraph 7.5 - Confidentiality.

## 8.23 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

## 8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

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 Sections 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

### 8.24.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) 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.

- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

- 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.

- 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.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Internal Services Department, Contracting Division
1100 North Eastern Avenue
Los Angeles, CA 90063

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 Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.2 **Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) 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. County and its Agents 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 and its Agents 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.

8.24.3 **Cancellation of Insurance 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.

8.24.4 **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.

8.24.5 **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.

8.24.6 **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.

8.24.7 **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.

8.24.8 **Sub-Contractor Insurance Coverage Requirements**

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.24.9 **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.

8.24.10 **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.

8.24.11 **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.

8.24.12 **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.

8.24.13 **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 and its Agents shall be designated as an Additional Covered Party under any approved program.

8.24.14 **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.

**8.25 INSURANCE COVERAGE**

8.25.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents 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 |

8.25.2 **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.

8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or 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.

## 8.26 LIQUIDATED DAMAGES

8.26.1 If, in the judgment of the Director of ISD, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director of ISD, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director of ISD, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If the Director of ISD, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Director of ISD, or his/her designee, deems are correctable by the Contractor over a certain time span, the Director of ISD, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director of ISD, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame.

The parties hereby agree that under the current circumstances a reasonable estimate of such damages as specified in the Performance Requirements Summary (PRS) Chart, defined in Exhibit A – Scope of Work, Exhibit 2, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.26.3 The action noted in sub-paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

## 8.27 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

## 8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti discrimination laws and regulations.

8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D - Contractor's EEO Certification.

8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 when so requested by the County.

8.28.7 If the County finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the Contractor violates any of the anti discrimination provisions of this Contract, the County

shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

## 8.29 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict Internal Services Department from acquiring similar, equal or like goods and/or services from other entities or sources.

## 8.30 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

## 8.31 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the (Director of ISD), or designee shall resolve it.

## 8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

## 8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact

sheet is set forth in Exhibit I of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

## 8.34 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be delivered in person with signed receipt, or mailed by first class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - County's Administration and F - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The (Director of ISD or his/her designee) shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

## 8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

## 8.36 PUBLIC RECORDS ACT

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a

proposal marked “trade secret”, “confidential”, or “proprietary”, the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

## 8.37 PUBLICITY

8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor’s need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and

- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County’s Project Director. The County shall not unreasonably withhold written consent.

8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this sub-paragraph 8.37 shall apply.

## 8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or 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 the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County’s written permission is given to dispose of

any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.38.4 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.

## 8.39 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

## 8.40 SUBCONTRACTING

8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.40.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.

8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. Before any Subcontractor employee may perform any work hereunder, the Contractor shall ensure delivery of all such documents to:

Internal Services Department
Contracting Division, Contracts Section
1100 North Eastern Avenue, 1st Floor
Los Angeles, CA 90063

**8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to sub-paragraph 8.43 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

**8.42 TERMINATION FOR CONVENIENCE**

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and

- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with sub-paragraph 8.38, Record Retention and Inspection/Audit Settlement.

## 8.43 TERMINATION FOR DEFAULT

8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- Contractor has materially breached this Contract; or

- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in sub-paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs

for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.42 - Termination for Convenience.

8.43.5 The rights and remedies of the County provided in this sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## 8.44 TERMINATION FOR IMPROPER CONSIDERATION

8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor’s performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.44.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

## 8.45 TERMINATION FOR INSOLVENCY

8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;

- The appointment of a Receiver or Trustee for the Contractor; or

- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this sub-paragraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## 8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

## 8.47 TERMINATION FOR NON APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this

Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

## 8.48 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

## 8.49 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## 8.50 WARRANTY AGAINST CONTINGENT FEES

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

## 8.51 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

### 8.52 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" 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.

## 9.0 UNIQUE TERMS AND CONDITIONS

### 9.1 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM

#### 9.1.1 Living Wage Program

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as Exhibit J and incorporated by reference into and made a part of this Contract.

#### 9.1.2 Payment of Living Wage Rates

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County, including, without limitation, "Travel Time" as defined below at subsection 5 of this Subparagraph 9.1.2 under the Contract:

    a. Not less than $11.84 per hour if, in addition to the per-hour wage, the Contractor contributes less than $2.20 per hour

towards the provision of bona fide health care benefits for its Employees and any dependents; or

b. Not less than $9.64 per hour if, in addition to the per-hour wage, the Contractor contributes at least $2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. The Contractor will be deemed to have contributed $2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Contract, the Contractor contributes less than $2.20 per hour towards the provision of bona fide health care benefits, the Contractor shall be required to pay its Employees the higher hourly living wage rate.

2. For purposes of this sub-paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of the Contractor under the laws of California, and who is providing full-time services to the Contractor, some or all of which are provided to the County under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

3. If the Contractor is required to pay a living wage when the Contract commences, the Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.

4. If the Contractor is not required to pay a living wage when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for an

exception to the Living Wage Program. In either event, the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that the Contractor continues to qualify for an exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

5. For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time.

### 9.1.3 Contractor's Submittal of Certified Monitoring Reports

The Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of the Contractor's current health care benefits plan, and the Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be

submitted on forms provided by the County (Exhibit K and Exhibit L), or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

9.1.4 **Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims**

During the term of the Contract, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

9.1.5 **County Auditing of Contractor Records**

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

9.1.6 **Notifications to Employees**

The Contractor shall place County-provided living wage posters at each of the Contractor's places of business and locations where the Contractor's Employees are working. The Contractor shall also distribute County-provided notices to each of its Employees

at least once per year. The Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

9.1.7 **Enforcement and Remedies**

If the Contractor fails to comply with the requirements of this sub-paragraph, the County shall have the rights and remedies described in this sub-paragraph in addition to any rights and remedies provided by law or equity.

1. Remedies for Submission of Late or Incomplete Certified Monitoring Reports. If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

   a. Withholding of Payment. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until the Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

   b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of $100 per monitoring report for each day until the County has been provided with a properly prepared, complete and

certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

c. Termination. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

2. Remedies for Payment of Less Than the Required Living Wage. If the Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

a. Withholding Payment. If the Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its Employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of $50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed

liquidated damages from any payments otherwise due the Contractor.

c. Termination. The Contractor's continued failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

3. Debarment. In the event the Contractor breaches a requirement of this sub-paragraph, the County may, in its sole discretion, bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment.

### 9.1.8 Use of Full-Time Employees

The Contractor shall assign and use full-time Employees of the Contractor to provide services under the Contract unless the Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time Employees based on staffing efficiency or County requirements for the work to be performed under the Contract. It is understood and agreed that the Contractor shall not, under any circumstance, use non-full-time Employees for services provided under the Contract unless and until the County has provided written authorization for the use of same. The Contractor submitted with its proposal a full-time Employee staffing plan. If the Contractor changes its full-time Employee staffing plan, the Contractor shall immediately provide a copy of the new staffing plan to the County.

### 9.1.9 Contractor Retaliation Prohibited

The Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this sub-paragraph may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

### 9.1.10 Contractor Standards

During the term of the Contract, the Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the County, the Contractor shall demonstrate to the satisfaction of the County that the Contractor is complying with this requirement.

### 9.1.11 Employee Retention Rights

1. The Contractor shall offer employment to all retention employees who are qualified for such jobs. A "retention employee" is an individual:

    a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and

    b. Who has been employed by a Contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six months prior to the date of this new Contract, which predecessor contract was terminated by the County prior to its expiration; and

    c. Who is or will be terminated from his or her employment as a result of the County entering into this new contract.

2. The Contractor is not required to hire a retention employee who:

    a. Has been convicted of a crime related to the job or his or her performance; or

    b. Fails to meet any other County requirement for employees of a Contractor.

3. The Contractor shall not terminate a retention employee for the first 90 days of employment under the contract, except for cause. Thereafter, the Contractor may retain a retention employee on the same terms and conditions as the Contractor's other employees.

9.1.12 **Neutrality in Labor Relations**

The Contractor shall not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

## 9.2 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

9.2.1 This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

9.2.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

9.2.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

9.2.4 If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and Internal Services Department of this information prior to responding to a solicitation or accepting a contract award.

**9.3 CONTRACTOR'S OBLIGATIONS AS A NON-BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")**

Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records. Accordingly, Contractor shall instruct its officers, employees, and agents that they are not to pursue or gain access to patient medical records for any reason whatsoever.

Notwithstanding the foregoing, the parties acknowledge that, in the course of the provision of services hereunder, Contractor or its officers, employees, or agents, may have inadvertent access to patient medical records. Contractor understands and agrees that Contractor, its officers, employees, and agents shall not take advantage of such access for any purpose whatsoever. Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents shall maintain the confidentiality of any information obtained and shall immediately, or upon the first reasonable opportunity to do so, notify DPH management personnel that such access has been gained.

In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all liability, including but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees) arising from or connected with Contractor's or its officers, employees' or agents' access to patient medical records. Contractor agrees to provide appropriate training to its officers, employees, and agents, regarding their obligation in this regard.

## 9.4 PROPOSER'S CHARITABLE CONTRIBUTIONS COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit M, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR: AMERICAN HERITAGE LANDSCAPE LP

By _____
Name

CFO
Title

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

78004

ATTEST:

SACHI HAMAI

Executive Officer-Clerk
of the Board of Supervisors

By _____
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 _____
Deputy

APPROVED AS TO FORM:

John Krattli
County Counsel

By _____
Principal Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

14 AUG 06 2013

SACHI A. HAMAI
EXECUTIVE OFFICER

**EXHIBIT A**

# SCOPE OF WORK

# EXHIBIT A
# SCOPE OF WORK
# LANDSCAPE SERVICES

## TABLE OF CONTENTS


| PARAGRAPH | TITLE | PAGE |
|---|---|---|
| 1.0 | SCOPE OF WORK | 1 |
| 2.0 | HOURS AND DAYS OF SERVICE | 1 |
| 3.0 | GENERAL SERVICE REQUIREMENTS | 1 |
| 3.1 | Mowing | 1 |
| 3.2 | Edging/Detailing/Weed Control | 2 |
| 3.3 | Weed Control | 2 |
| 3.4 | Litter Control | 3 |
| 3.5 | Raking | 4 |
| 3.6 | Pruning of Trees, Hedges and Ground Cover | 4 |
| 3.7 | Watering | 7 |
| 3.8 | Irrigation System Maintenance | 8 |
| 3.9 | Disease/Insect Control | 10 |
| 3.10 | Rodent Control | 10 |
| 4.0 | SPECIALTY SERVICE REQUIREMENTS | 10 |
| 4.1 | Chemical Edging/Detailing | 10 |
| 4.2 | Trimming and Crowning of Trees | 11 |
| 4.3 | Aerification | 12 |
| 4.4 | Fertilization | 12 |
| 4.5 | Renovation/Vertical Mowing | 13 |
| 4.6 | Cultivating | 14 |
| 4.7 | Turf Reseeding/Restoration of Bare Areas | 14 |
| 5.0 | PLANT MATERIALS | 14 |
| 6.0 | USE OF CHEMICALS | 15 |
| 7.0 | WASTE REMOVAL | 15 |
| 8.0 | AS-NEEDED SERVICES | 16 |
| 9.0 | EMERGENCY SERVICES | 16 |

10.0 MAINTENANCE REPORTS ..... 17
11.0 CONTRACTOR RESPONSIBILITY ..... 17
11.1 Contractor Personnel ..... 17
11.2 Facility Work Requirements ..... 19
11.3 Training ..... 19
11.4 County required Meetings ..... 20
11.5 Contractor's Office ..... 20
11.6 Financial Statements ..... 20
12.0 COUNTY RESPONSIBILITIES ..... 21
13.0 MAINTENANCE SCHEDULES ..... 21
14.0 GREEN INITIATIVES ..... 21
15.0 ADDITION/DELETION OF FACILITIES/ADDITIONAL WORK ..... 22
16.0 QUALITY CONTROL ..... 22
17.0 QUALITY ASSURANCE PLAN ..... 22
17.1 Monthly Meetings ..... 22
17.2 Contract Discrepancy Report (CDR) ..... 23
17.3 County Observations ..... 23
17.4 Methods of Monitoring ..... 23
17.5 Unacceptable Performance ..... 23
18.0 PERFORMANCE REQUIREMENTS SUMMARY ..... 24

**EXHIBITS**

EXHIBIT 1 CONTRACT DISCREPANCY REPORT
EXHIBIT 2 PERFORMANCE REQUIREMENTS SUMMARY
EXHIBIT 3 LANDSCAPE MAINTENANCE CERTIFICATION

# 1.0 SCOPE OF WORK

Contractor shall provide landscape services to County facilities identified in the Pricing Sheets, Exhibit B, of the Contract by providing all labor, supervision, equipment, materials, safety gear and supplies necessary for Contractor's performance under this Contract. General landscape services include, but are not limited to lawn care, tree and shrub care, weed control, plant and flowerbed care, irrigation system maintenance and other related services including tree trimming, as indicated in paragraph 4.2 of this Exhibit A. Contractor shall perform all necessary maintenance tasks as required herein.

The landscaped areas shall be maintained at the frequencies identified in Section 3.0 Service Requirements – Ongoing Maintenance Tasks, of this Scope of Work (SOW). In the event of any conflict or inconsistency in the interpretation of "frequencies", the County Project Director shall resolve said conflict or inconsistency.

# 2.0. HOURS AND DAYS OF SERVICE

Contractor shall provide all landscape services required by the County in accordance with the hours and days of service identified in Exhibit C – Facility and Landscape Specification Sheets. Specific hours of operation may be determined by the County Project Manager.

The landscaped areas shall be maintained with a well-manicured, clean appearance, and all work shall be performed in a professional, workmanlike manner using quality equipment and materials. Contractor shall not work or perform any operations, particularly during periods of inclement weather, which may destroy or damage ground cover or turf areas.

# 3.0 GENERAL SERVICE REQUIREMENTS

The following are specific tasks Contractor shall perform during the contract term.

## 3.1 Mowing

A. Frequency: Once per week (unless specified in writing by County Project Manager or designee).

B. Mowing operation shall be scheduled Monday through Friday unless otherwise directed by the County's Project Manager.

C. Mowing operations shall be performed in a professional, workmanlike manner that ensures a smooth surface appearance without scalping or allowing excessive cuttings to remain.

D. All equipment shall be adjusted to the proper cutting heights and shall be adequately sharpened. Mowing height shall be no less than 3/4 inch for all turf areas and no higher than 1 1/2 inches with one (1) inch considered acceptable. Mowing heights may vary for special events and conditions as determined by the County's Project Manager.

E. Walkways shall be cleaned immediately following each mowing. All grass clippings shall be collected and removed from the site immediately.

## 3.2 Edging/Detailing

A. Frequency: Edging - Every week.

B. All turf areas shall be kept neatly edged and all grass invasions eliminated.

C. When designed edges exist in flowerbeds, these edges shall be kept clean, sharp, well defined, and free of weeds and grass invasion.

D. All turf edges, including but not limited to, sidewalks, patios, driveways, curbs, shrub beds, flower beds, ground cover beds and around the base of trees shall be edged to a neat and uniform line.

E. The edge of turf shall be trimmed or limited around all sprinkler heads (to provide maximum water coverage), valve boxes, meter boxes, back flow devices and other obstacles.

F. Mechanical Edging

1. Mechanical edging of turf ground cover and/or fence lines shall be performed at each site every week after mowing.
2. Mechanical edging shall be completed as one operation in a manner that ensures a well-defined edge.
3. Walkways shall be cleaned immediately following each mechanical edging.

## 3.3 Weed Control

A. Frequency: Each visit.

B. No contact weed control chemical may be used in flowerbeds after they have been planted for the season. Appropriate mulches are encouraged, but must be aesthetically compatible and not physically or chemically harmful.

C. Weeds treated with a contact weed chemical shall be left in place for a minimum of seven (7) days. If kill is not complete, a second application shall be applied.

D. Weeds treated using a systematic chemical shall be left in place per manufacturer's recommendation. If kill is not complete by the time specified in the manufacturer's recommendation, a second application shall be applied.

E. After complete kill, all dead weeds shall be removed from area.

1. Clearance - Edging where trees and shrubs occur in turf areas, all grass growth shall be limited to at least eighteen (18) inches from the trunk of trees and away from the drip line of shrubs by use of approved chemicals, manual, or mechanical devices.
2. Linear chemical edging of turf boundaries may be performed in a manner that ensures a defined turf edge and limits its encroachment into beds or across boundaries where it is impractical to edge mechanically. A twelve (12) inch barrier width shall be considered normal.
3. Detailing of sprinkler heads (to improve maximum water coverage), valve boxes, meter boxes, and similar small obstacles in turf areas may be performed in a manner that ensures operability, ease of location, or a clean appearance. A six (6) inch clearance shall be considered normal.

G. All grass like type weeds, morning glory or vine-weed types, ragweed or other underground spreading weeds shall be kept under strict control.

H. Remove all weeds and grass from walkways; curb and gutter expansion joints; fence/walk perimeter; roadways; driveways; parking lots; patios, drainage areas and around irrigation sprinkler heads and control valves.

I. Methods for removal of weeds, turf encroachment, and detailing shall incorporate chemical and/or mechanical means of eradication.

### 3.4 Litter Control

A. Frequency: Each visit.

B. Complete policing and litter pick-up to remove paper, glass, trash, cobwebs, undesirable materials, siltation and other accumulated debris within the landscape areas to be maintained including, but not

limited to, walkways, between and around planted areas, planters, drains, grates sidewalks, roadways and catch basins. Litter pick-up shall be completed each time landscape services are performed and as early as County's Projector Manager or his designee deems practical.

C. All litter and debris occurring as a result of Contractor's operations shall be removed from the landscaped area immediately following such operations.

D. Sweep all hardscape areas within the parameter of the facility. Check concrete areas and hardscape surfaces for cracks, crevices, and deterioration and report any unsafe conditions to the County Contract Monitor.

E. Wash all hardscape areas within the perimeter of the facility when necessary or at the direction of the County Program Manager.

## 3.5 Raking

A. Frequency: Each Visit.

B. Accumulation of leaves shall be removed from all landscaped areas including beds, planters, and turf areas under trees, sidewalks, and adjacent parking spaces. Remove debris from landscaped area immediately.

C. Use of hand held blowers will be allowed unless legal authority dictates otherwise. Facility location may dictate "no blowers".

## 3.6 Pruning of Trees, Hedges, and Ground Cover

A. Tree Pruning

1. Frequency: As-Needed
2. Tree pruning shall be performed with the intent of developing structurally sound trees, symmetrical appearance with the proper vertical and horizontal clearance. All dead and damaged branches and limbs shall be removed at the point of breaking.
3. All cuts shall be made sufficiently close, flush if possible, to the parent stem so that healing can readily start under normal conditions.
4. All limbs 1-1/2" or greater in diameter shall be undercut to prevent splitting.

5. All limbs shall be lowered to the ground using a method, which prevents damage to the remaining limbs.
6. All cuts exceeding 1/2" shall be treated with an appropriate tree heal compound.
7. All equipment utilized shall be clean, sharp, and expressively designed for tree pruning.
8. Climbing spurs shall not be used.
9. The initial step of pruning shall be the removal of all dead wood, weak, diseased, insect infested and damaged limbs.
10. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline.
11. Limbs should extend alternately from the trunk on 12" or 24" spacing.
12. All trees shall be thinned of smaller limbs to distribute the foliage evenly.
13. All trees shall be trimmed and shaped to provide a symmetrical appearance typical of the species.
14. All suckers and sprouts shall be cut flush with the trunk or limb.
15. No stubs will be permitted.
16. All structural weaknesses such as split crotch or limbs, diseased or decayed limbs, or severe damage shall be reported to County's Project Manager or his designee.
17. Special emphasis shall be placed upon public safety during pruning operations, particularly when adjacent to roadways.
18. All trimming and debris shall be removed and disposed off site at the end of each day's work.

B. Hedges

1. Frequency: As needed.
2. Prune shrubs to encourage healthy growth habits and for shape in order to retain their natural form and proportionate size.
3. Restrict growth of shrubbery to area behind curbs and walkways and within planter beds by trimming.
4. Under no circumstances shall hedge shears be used as a means of pruning.
5. Prune all plant materials where necessary to present or eliminate hazardous conditions to vehicles or pedestrians.
6. All cuts shall be made sufficiently close, flush if possible, to the parent stem so that healing can readily start under normal conditions.
7. All limbs one and one-half inches (1½") or greater in diameter shall be undercut to prevent splitting.

8. Remove all dead, diseased and unsightly shrubs and branches.
9. Remove all clippings the same day that plant materials are pruned or trimmed.

C. Ground Cover

1. Frequency: As needed.
2. All dead, diseased, and unsightly branches, vines or other growth shall be removed as they develop.
3. All ground cover areas shall be pruned to maintain a neat edge along planter box walls.
4. Any runners that start to climb building, shrubs, or trees shall be pruned out of these areas.
5. Flower beds: Any and all diseased plants are to be removed from all beds and then disposed properly. Broken, damaged, or unsightly flowers or plant parts are to be removed promptly.
6. Thinning of flower beds.
7. Pruning plant material for vehicular and pedestrian visibility and access, four (4) times per year or more often as needed dependent upon growth patterns of the plant spaces in question.

D. Damage to Shrubs, Trees, Turf or Ground Cover

1. All damage to shrubs, trees, turf or ground cover done by Contractor employees shall be repaired or replaced within five (5) working days.
2. All repairs or replacements shall be completed in accordance with the following maintenance practices:

   a) Trees - Minor damage such as bark lost from impact of mowing equipment shall be remedied by a qualified tree surgeon or arborist. If damage results in loss of tree, the damaged tree shall be removed and replaced to comply with the specified instructions of the County Project Manager.
   b) Shrubs - Minor damage may be corrected by appropriate pruning. Major damage shall be corrected by removal of the damaged shrub and replaced to comply with the provisions in the specifications.
   c) Chemicals - All damage resulting from chemical operation, either spray-drift or lateral leaching shall be corrected in accordance with the aforementioned maintenance practices and the soil conditioned to ensure its ability to support plant life.

d) Tree Replacement - All trees permanently damaged will be replaced at County's expense with the exception of those damaged or destroyed due to fault of Contractor or its employees. Replacement shall be with the identical species of tree existing previously, unless otherwise notified in writing by County's Project Manager or his designee. Size of the replacement shall be of like size not to exceed 24-inch box specimen container size. The need for replacement will be determined by County's Project Manager or his designee.

## 3.7 Watering

A. Water requirements by plants vary according to the seasons in a particular year. Extremely close attention shall be paid to the demands of the plants as influenced by their exposure to sun, wind, shade, and location in the individual planters. The variation in the size of plants installed, as well as the varieties, shall be taken into consideration. All landscaped and turf areas shall be irrigated as required to maintain adequate growth and appearance with a schedule most conducive to plant growth.

B. The delivery of adequate moisture to the landscaped areas shall include, but not be limited to hand watering, operation of manual valves, proper utilization of automatic controllers, rain birds and the bleeding of valves.

C. Adequate soil moisture will be determined by programming the irrigation system as follows:

1. Adjusting and setting the automatic controller to establish frequency and length of watering period.
2. Consideration must be given to soil conditions, humidity, minimizing runoff, and the relationship of conditions, which affect day and night watering. This may include daytime watering during freezing weather to prevent icy conditions, manual operation of the irrigation system, and/or hand watering with portable sprinklers during periods of windy or inclement weather.
3. A soil probe shall be used to a depth of twelve (12) inches to determine the water penetration by random testing of the root zones.

D. Watering shall be regulated to avoid interference with any use of the facility's roadways, paving or walkways.

E. In areas where wind creates problems of spraying water onto private property or road rights-of-ways, the controllers shall be set to operate during the period of lowest wind velocity, which would normally occur at night or early morning hours.

F. Irrigation system will be controlled in such a way as not to cause any excessively wet or "waterlogged" areas, which could interfere with the ability to mow all turf. "In lawn" trees and other planting shall be protected from over watering and run-off drowning.

G. New turf (up through the sixth mowing) shall be watered immediately after mowing.

H. All ground cover areas shall be watered as needed to maintain a healthy condition; care being taken not to over water in shady areas.

I. Watering shall comply with applicable water restriction regulations and directives.

### 3.8 Irrigation System Maintenance

A. Contractor and County Contract Monitor will do an inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date. Contractor will submit a written report verifying working order of each irrigation system within five (5) days of inspection. County may require that the system be repaired to a satisfactory condition. Once repaired, the Contractor will be required to maintain the system in working condition. This requirement applies to all landscape sites added during the term of the contract.

B. After inspection with County staff, Contractor will be responsible for the irrigation system, beginning with the pressure lines from the point of the backflow device, and including lateral lines. Contractor is responsible for all repairs except those that exceed a cost of $500. Repairs exceeding a cost of $500 should be submitted to the County Project Manager for approval or handling. County is responsible for the back flow device.

C. If system is working, Contractor shall, at all times, maintain the system in an operational state by repairing the irrigation system consisting of automatic controllers, control valves, gate valves, risers, quick couplers, swing joints and sprinkler heads including providing small parts: solenoids, filter screens, diaphragms, gaskets, springs, screws, adjustment screws, washers, '0' rings, wiring and nozzles, at no cost to the County.

1. In addition to repair and replacement, Contractor must:

   a) Adjust valves and sprinkler heads.
   b) Replace all risers and swing joints to the lateral lines.
   c) Replace button type turf and shrub heads.
   d) Replace all missing covers to valve boxes.
   e) Provide caps and plugs.

D. Contractor shall provide fully trained personnel in all phases of landscape irrigation systems including, but not limited to the operation, maintenance, adjustment, and repair.

E. In order to ensure the operability of the irrigation system, Contractor shall sequence controller(s) to each station manually to check the function of all facets of the irrigation system monthly and report any damage, malfunctioning equipment, and/or incorrect operation to the County's Project Manager or his designee. During the testing, Contractor shall:

   1. Adjust all sprinkler heads for correct coverage to prevent excessive runoff and/or erosion and to prevent the spread onto roadways, sidewalks, hard surface areas, and private property.
   2. Unplug clogged heads and flush lines monthly and after each repair. Unless otherwise specified on the specification sheets.
   3. All system malfunctions, damage, and obstructions shall be reported to County's Project Manager or designee and corrective action taken in a timely manner, not to exceed 48 hours after notification.

F. Contractor shall repair/replace malfunctioning quick couplers, manual or automatic valves, and sprinkler heads within one (1) watering cycle irrigation damage shall be repaired or replaced with same size, and quantity or substitutes approved by County Project Manager prior to installation.

G. Contractor shall respond to malfunctioning irrigation systems and equipment within two (2) hours of identification or following verbal notification. Extensive repair must be completed within thirty-six (36) hours unless otherwise authorized by Contract Program Director or designee.

H. Contractor shall control the irrigation system during inclement weather conditions and limit the use of water concurrent with the weather situation to the satisfaction of the County Project Manager or designee.

### 3.9 Disease/Insect Control

A. All landscaped areas shall be maintained free of disease and insects that could cause damage to plant materials including but not limited to trees, shrubs, ground cover and turf.

B. Contractor Project Manager or designee shall be notified immediately of any disease, insects, or unusual conditions that might develop.

C. A disease control program to prevent all common diseases from causing serious damage shall be provided on an as-needed basis. Disease control shall be achieved utilizing materials and rates recommended by a licensed Arborist.

D. An insect control program to prevent all common insects from causing damage shall be provided on an as-needed basis. Insect control shall be achieved utilizing materials and rates recommended by a licensed California Pest Control Adviser.

### 3.10 Rodent Control

All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems.

## 4.0 SPECIALTY SERVICE REQUIREMENTS

### 4.1 Chemical Edging/Detailing

A. Frequency: Once every two (2) months, April to September; once every three (3) months, October to March.

B. Chemical application may be used in and around areas such as planters, areas adjacent to buildings, trees, fence lines, sprinkler heads, etc. Prior to application of chemicals, all areas shall be trimmed to proper mowing heights. Chemicals shall be applied in a manner to limit drift to six (6) inches. Precautionary measures shall be employed since all areas will be open to the public during application.

C. Spot treat with a portable sprayer or wick wand using an effective herbicide approved by County's Project Director or his designee and applied per manufacturer's recommendation.

D. All work involving chemicals shall be provided as identified in Section 6.0 of SOW.

## 4.2 Trimming and Crowning of Trees

A. Trees

1. All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Trees should be trimmed to maintain a sufficient clearance from buildings, security cameras, and to minimize potential safety hazards. Palm trees shall be maintained in accordance with section 4.2, paragraph A, subparagraph 1(f) below.

    a) Contractor shall submit to County Project Manager a schedule of tree trimming services to occur during the first three years of contract term, within the first 90 days of implementation. County Project Manager may request adjustments to the schedule during the three-year term.
    b) Maintain trees to achieve a fourteen (14) foot vertical clearance for all branches within the landscaped areas and sixteen (16) foot vertical clearance for branches overhanging beyond curb line into the paved section of roadways. Trees should be trimmed away from roof, fence or obstacles and away from private property.
    c) All wounds one (1) inch in diameter or over shall be painted with asphaltic base tree paint immediately after pruning.
    d) Remove all new growth on trees up to the appropriate height clearances.
    e) Remove all dead, diseased, and unsightly branches and trees. Trees to be removed shall have a caliper of three (3) inches or less measured six (6) inches above the ground level.
    f) Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times.

B. Staking and Tying/Materials Used

1. Damaged trees shall be staked and tied within twenty-four (24) hours.
2. Replace missing or damaged stakes where the tree diameter is less than three (3) inches within five (5) days.
3. Stake in those cases where tree has been damaged and requires staking for support.

4. Stake new trees or recently planted trees that have not been previously staked.
5. Tree stakes, two (2) per tree, shall be pentachlorophenol treated lodge pole pine not less than eight (8) feet in length for five (5) gallon size trees; not less than ten (10) feet for fifteen (15) gallon size trees.
6. Guy wires where required and plant ties will be of pliable, zinc-coated, ten (10) gauge wire, two (2) per tree.
7. Hose for covering wire shall be either new or used garden hose at least one-half (l/2) inch in diameter (hose ties should allow for minimum of three (3) additional inches of clearance beyond the diameter of the branch or trunk being secured).
8. Stakes will not be placed closer than eight (8) inches from the trunk of the tree.
9. Stakes and ties will be placed so no chafing of bark occurs.

## 4.3 Aerification

A. Frequency: Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee.

B. Aerate all turf areas by using a device that removes cores to a depth of two (2) inches at no more than six (6) inch spacing.

C. Aerification may be required immediately after vertical (thatch removal) operation and just prior to over seeding and fertilization.

D. All cores shall be removed from the turf and disposed of off-site or thoroughly pulverized within twenty-four (24) hours after aerating.

## 4.4 Fertilization

A. Frequency: Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager.

B. All fertilization shall be approved by County Project Manager or designee prior to its application.

C. Application of fertilizer shall be done in sections, determined by the areas covered by each irrigation system.

D. All areas fertilized shall be thoroughly soaked immediately after fertilization.

E. All turf areas shall receive not less than one (l) pound of actual available nitrogen in a balance fertilizer form for each one thousand

(l,000) square feet of turf area. All fertilizer shall be inorganic and granular in form with an approximate ratio of 4-1-2.

F. Areas shall be fertilized utilizing ratios and mixtures per manufacturer's recommendation.

G. Apply fertilizer/micro-nutrient within the drip line to provide healthy color. Fertilizer shall be organic and granular in form without trace elements.

H. Apply fertilizer/micro-nutrient to provide a healthy color to all shrubs. Foliar feeding may be used if applicable.

I. Fertilizer should be organic and granular in form without trace elements.

J. Areas shall be fertilized utilizing ratios and mixtures recommended by the manufacturer.

### 4.5 Renovation/Vertical Mowing

A. Frequency: As requested by County at an agreed to additional cost.

B. Care shall be taken to avoid unnecessary or excessive injury to the turf grass. Contractor shall be responsible for turf damage.

C. Sweep or rake the dislodged thatch from the turf areas and remove from site.

D. Standard renovating or vertical mowing type equipment shall be used. Flail or mulching type equipment may be used where it is most beneficial to the lawn.

E. Vertical mow to remove thatch in turf areas to encourage healthy growth and to maintain acceptable appearance.

F. Renovate to the soil line and remove all excessive thatch in turf areas.

G. After thatch is removed and upon completion of turf renovation, all turf areas shall be seeded, mulched, and watered.

H. Areas to be over seeded will be seeded utilizing blends or mixtures at the rate of application recommended by County Project Manager.

I. Mulch shall be spread evenly over the entire area to a uniform depth.

### 4.6 Cultivating

A. Frequency: As needed.

B. Cultivate beds and planter areas to ensure a neat appearance using appropriate equipment designed to loosen the soil to a depth of three (3) inches. Care shall be taken so as not to disturb plant materials or their roots in accomplishing this operation.

### 4.7 Turf Reseeding/Restoration of Bare Areas

A. Frequency: As requested by County at an agreed additional cost.

B. Seed all damaged, vandalized, or bare areas to reestablish turf to an acceptable quality.

C. Areas to be seeded utilizing blends or mixtures at the rate application recommended by County Project Manager.

D. Stolonize bare areas with Adlayd Turf (Paspalum vaginatum) at the rate recommended by the County Project Manager.

## 5.0 PLANT MATERIALS

5.1 Plant materials shall conform to the requirements of the landscape plan of the area and to "Horticultural Standards" of the American Association of Nurserymen as to kind, size, age, etc. Plans of record and specifications should be consulted to ensure correct identification of species. Plant material(s) larger than those specified may be supplied if complying in all other respects. Substitutions may be allowed but only with prior written approval by the County Project Manager or his designee.

5.2 Nomenclature: Plant names used in the landscape plan of the area shall conform to "Standard Plant Names" by the American Joint Committee on Horticulture Nomenclature. In those cases not covered therein the custom of the nursery trade is followed.

5.3 Quality: Plants shall be sound, healthy, and vigorous; free from plant disease, insect pests or their eggs; and shall have healthy normal root systems and comply with all State and local regulations governing these matters, and shall be free from any noxious weeds.

5.4 Where caliper or other dimensions of any plant material are omitted from the Plant List, it shall be understood that these plant materials shall be normal stock for type listed. They must be sturdy enough to stand safely without staking.

5.5 Plant materials shall be symmetrical, and/or typical for variety and species, and conform to measurements specified in the Plant List.

5.6 All plant materials must be provided from a licensed nursery and shall be subject to acceptance by the County Project Manager or designee.

5.7 Plant Materials Guarantee - All shrubs shall be guaranteed to live and remain in healthy condition from the date of planting by the Contractor.

## 6.0 USE OF CHEMICALS

6.1 All work involving the use of chemicals shall be in compliance with all federal, state, and local laws.

6.2 A listing of proposed chemicals, including commercial name, application rate and type of usage shall be submitted to County Project Manager or designee for approval at the commencement of the contract. No work shall begin until written approval of use is obtained from County Project Manager or designee.

6.3 Chemicals shall only be applied by those persons possessing a valid California Qualified Applicator's License. Application shall be in strict accordance with all governing regulations.

6.4 Records of all operations stating dates, times, methods of applications, chemical formulations, applicator's names, and weather conditions shall be made and retained in accordance with Sub-paragraph 8.37, Record Retention And Inspection/Audit Settlement, of the Sample Contract.

6.5 All chemicals requiring a special permit for use must be registered with the County Agricultural Commissioner and a permit obtained with a copy to the County Project Director or designee.

6.6 All regulations and safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California shall be adhered to.

6.7 Chemicals shall be applied when air currents are still; thus, preventing drift onto adjacent property and preventing any toxic exposure to persons whether or not they are in or near the area of application.

## 7.0 WASTE REMOVAL

7.1 Contractor shall collect and remove all clippings the same day that plant materials are pruned or trimmed. Contractor shall not use County trash bins for maintenance operations.

7.2 Contractor shall be required to empty and reline trash receptacles as identified in Facility and Landscape Specification Sheets, Exhibit C of this Contract. Contractor is responsible for replacing trash liners in trash receptacles.

7.3 Contractor shall not dispose of hazardous material(s) on site. All such materials collected must be disposed of in compliance with all applicable rules, laws, and/or regulations.

## 8.0 AS-NEEDED SERVICES

8.1 The County Project Manager or designee may authorize the Contractor to perform as-needed services, including, but not limited to, repairs and replacements as necessary, due to extraordinary incidents such as vandalism, acts of God, and third party negligence; or improvements in order to add new facilities or modifying existing facilities.

8.2 If the County Project Manager or designee determines that the required work resulting from vandalism, acts of God, or third party negligence can be performed by Contractor's staff, the County Project Manager or designee may temporarily modify the Contractor's work schedule in order to complete the as-needed services.

8.3 Prior to performing any as-needed services, the Contractor shall prepare and submit a written description of the work including an estimate of labor and materials to County Project Manager or designee. No as-needed services shall commence without prior written authorization by County Project Manager. Contractor shall be compensated at the labor rates identified in Exhibit B - Pricing Sheet(s).

8.4 All as-needed services shall commence on the established specified date and Contractor shall proceed diligently to complete said work within the time allotted. Contractor will not be compensated for services not authorized by County Project Manager or designee.

8.5 The County reserves the right to perform the services itself or assign the services to another Contractor.

## 9.0 EMERGENCY SERVICES

9.1 When a condition exists, which poses imminent danger or injury to the public or damage to property, Contractor shall contact the County’s Project Manager immediately upon discovery and obtain approval by County’s Project Manager prior to starting work. A written estimate shall be sent within a reasonable timeframe after completion of the emergency services.

9.2 Contractor shall bill for emergency services on a separate invoice from its monthly invoice in the month immediately after completion of the emergency services.

9.3 Contractor shall respond immediately to calls for all emergency services requests and be at the site within two (2) hours of notification by County, on any day, at any time.

9.4 Contractor shall not perform any emergency services without prior approval of Contract Manager.

## 10.0 MAINTENANCE REPORTS

10.1 Contractor shall submit with monthly invoice, a report indicating the maintenance operations described in this SOW are completed when any of the services are performed. This report shall include, at a minimum, the following information:

A. Quantity and complete description of **all** commercial and organic fertilizer(s) used.
B. Quantity and label description of **all** grass seed used.
C. Quantity and complete description of **all** soil amendments used.
D. A valid licensed Agricultural Pest Control Advisor's recommendation and copies of corresponding pesticide use necessary to perform the services described herein.

10.2 Contractor shall submit quarterly irrigation inspection reports to the County Project Manager or designee not later than the tenth day of the month following the end of a quarter.

## 11.0 CONTRACTOR RESPONSIBILITY

### 11.1 Contractor Personnel

A. Contractor shall assign a sufficient number of employees to perform the required services at County Facilities identified in Exhibit C, Facility and Landscape Specification Sheets.

B. Principal Landscaper

1. Contractor shall designate (1) one employee as principal landscaper with full responsibility for directing the entire crew on his/her shift.
2. Each principal landscaper shall be authorized to act for Contractor in every detail and must speak and understand English.

C. Contractor Supervisor

1. Contractor shall provide a thoroughly trained Supervisor or Lead Person who is knowledgeable in all aspects of the County's landscape services.
2. Supervisor or Lead Person shall visit Facilities during and after working shifts.
3. Supervisor or Lead Person must be available to County by cell phone or pager during all working shifts, 365 days per year, 24 hours a day.
4. The Supervisor or Lead Person must be able to effectively communicate in English, both orally and in writing.
5. Supervisor or Lead Person shall have access to Contractor's Project Manager during all hours of shift coverage, 365 days per year.

D. Arborist

Contractor shall provide or have access to a licensed arborist to inspect trees and provide written reports to County at County's request.

E. Contractor shall notify County's Contract Monitor , District Manager, and Contract manager when contract personnel assigned to the Contract are out on a scheduled or unscheduled absence or has terminated employment. Contractor is to provide the name of the substitute employee. Contractor shall ensure substitute employee obtains a County Identification (ID) badge prior to providing services.

F. All services requiring licenses and/or certifications will be performed by properly trained, licensed and certified personnel.

G. Contractor shall provide and require every employee to wear an appropriate uniform with the company identification at all times. County shall approve uniforms prior to contract start date.

H. Contractor shall require every on-duty employee to wear a visible photo identification badge issued by the County. Such badge shall be displayed on employee's person at all times he/she is on County designated property.

**11.2 Facility Work Requirements**

A. Contractor shall maintain a current and valid California-issued Contractor Classification C-27 and pest control business license throughout the duration of the entire term of the Contract.

B. Contractor recognizes that during the course of this contract, County personnel and/or other Contractors may conduct other activities and operations. These activities may include, but not be limited to, landscape refurbishment, modification or repair, construction and/or storm related operations. Contractor may be required to modify or curtail certain tasks and operations and shall promptly comply with any request by the County Project Manager.

C. Contractor shall perform a weekly maintenance inspection during daylight hours of all areas within the landscaped area. Such inspection shall be both visual and operational. It shall include operation of all irrigation systems checking for proper condition and reliability. Contractor shall take immediate steps to correct any observed irregularities, and submit a written report regarding such circumstances to the County Contract Monitor and County Project Manager.

D. The purchase of all materials, supplies, vehicles, and equipment necessary to provide the required services is the responsibility of the Contractor. Contractor certifies that all furnished landscape supplies are not harmful to the plants, trees and surfaces being serviced. Contractor shall use materials and equipment that are safe for the environment and safe for use by Contractor employees. All materials and supplies are subject to County approval.

**11.3 Training**

A. Contractor shall provide training programs for all new employees and continuing in-service training for all employees, including, but not limited to visual aids, dealing with the diverse maintenance needs of a facility. Contractor must provide County Project Manager with a summary of course material and training schedules for its employees upon request.

B. Contractor personnel shall be trained in their assigned tasks and in safety in the work place. All Contractor personnel must work in accordance with Federal, State, and local statutes and directives. Contractor must comply with and maintain the Injury and Illness Prevention Program (IIPP) standards and records in accordance with Federal and State OSHA requirements. Contractor shall provide proof of training and IIPP records upon County request.

C. Contractor is responsible for ensuring that personnel are kept current and properly trained on all appropriate technologies, both existing and new.

D. Contractor shall ensure that personnel be trained to render a high degree of courteous and efficient service. Contractor shall control the conduct, demeanor and appearance of all its officers, agents and employees and representatives.

### 11.4 County Required Meetings

A. Contractor's Project Manager or Supervisor shall meet with County's Project Manager or designee monthly or as determined by County to evaluate landscape and related services. Contractor's representative must be familiar with all facilities included in the contract and be able to address issues related to Contractor's services. Contractor and County will then mutually determine a corrective course of action and timeframe to remedy any problems found.

B. Contractor's Project Manager or designee shall be available to attend all daytime landscape services orientations with County Facility Managers. This shall include new facilities that are added to Contractor's services.

### 11.5 Contractor's Office

Contractor shall maintain an office, within the County of Los Angeles, with a telephone in the firm name by which the Contractor conducts business. The office shall be staffed during normal business hours by at least one employee who can respond to inquiries and complaints, which may be received about the Contractor's performance of the Contract work. Contractor shall ensure County can access Contractor when the office is closed, by maintaining an answering service, and/or equipping the designated employee with a cellular phone and/or a pager to receive calls regarding the Contractor's performance of the Contract work. The Contractor shall answer calls received by the answering service, cellular phone, or pager within two (2) hours of receipt of the call**.** Failure to respond within the two-hour time frame will be cause for assessment in accordance with the Procurement Requirements Summary (PRS).

### 11.6 Financial Statements

Contractor shall submit annual Financial Statements that include the Contractor's assets, liabilities and net worth, and at a minimum shall include Balance Sheets, Statements of Income, and a Statement of Cash Flows. The statements must be received by the county by August 31 of each contract year at the following address:

County of Los Angeles
Internal Services Department, Contracting Division

1100 North Eastern Avenue
Los Angeles, CA 90063

## 12.0 COUNTY RESPONSIBILITIES

12.1 **Furnished Items**

County may provide storage facilities for Contractor's use, as determined by County. In the event said facilities are provided, Contractor's use thereof shall be only for the purpose of storing equipment and materials required for maintenance. Contractor is prohibited from use of said storage facilities or any other County property for the conduct of his/her business interests that are not directly related to, or required by the contract. Contractor assumes all risks of loss and damage to materials and equipment stored.

12.2 County does not anticipate assigning any County employee to Contractor on a full time basis. County personnel will be made available to the Contractor at the County Project Manager's discretion, to answer questions and provide a necessary liaison between Contractor and County. County will provide all utilities, including gas, electricity, and water for on-site facilities. County will provide no utilities or phones to Contractor if off-site facilities are used.

## 13.0 MAINTENANCE SCHEDULES

13.1 Contractor shall submit a work schedule for each facility to the County Project Manager within ten (10) days prior to start of Contract. Thereafter, work schedules shall be set on by January of each year identifying all the required on-going maintenance tasks and frequencies of work. The schedules shall delineate the time frames for the maintenance function by day of the week, morning, and afternoon.

13.2 Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County Project Manager for review and approval within five (5) working days prior to scheduled time for work.

13.3 Contractor shall provide any specialty type maintenance that is a result of poor workmanship by Contractor, to bring landscaped areas up to the level of well-manicured and clean, at Contractor's expense as determined by County.

## 14.0 GREEN INITIATIVES

Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits. In using the County's Facilities,

the Contractor will develop and adhere to an energy conservation plan that is consistent with County policy. Contractor shall notify County's Project Manager of Contractor's new green initiatives prior to the contract commencement.

## 15.0 ADDITION/DELETION OF FACILITIES/ADDITIONAL WORK

County reserves the right to add or delete Facilities, adjust staffing requirements and/or Facility operating hours during the Contract Term. All changes must be made in accordance with the Contract, Paragraph 8, Standard Terms and Conditions, Amendments, Sub-paragraph 8.1 Amendments.

Any additional work as a result of Addition/Deletion of facilities shall be billed at the rates submitted for additional services in Exhibit B, Pricing Sheets.

## 16.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The plan shall be submitted to the County's Project Manager for review within five (5) working days of the start of the contract. The plan shall include the following:

16.1 Method of monitoring to ensure that Contract requirements are being met.

16.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County Project Manager on a monthly basis.

16.3 Methods of continuing to ensure services to the County in the event of a strike by the Contractor's employees.

## 17.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in Contract, Paragraph 8, Terms and Conditions, Sub-Paragraph 8.15, County's Quality Assurance Plan.

### 17.1 Monthly Meetings

Contractor is required to attend (Monthly) meetings with County Project Manager and/or designees. Contractor may be required to attend additional meetings to discuss service level deficiencies or contract issues within 24-hour notice.

## 17.2 Contract Discrepancy Report (CDR)

Verbal Notification of a Contract discrepancy will be made to the Contractor's Project Manager as soon as possible whenever a Contract discrepancy is identified. The problem will be resolved within a time period established by County.

The verbal notification may be followed with a formal CDR, as provided in Exhibit 1, at the discretion of the County's Contract Project Manager. The CDR will indicate the contract discrepancy, the Contractor's response and the correction due date for each discrepancy noted.
Upon receipt of the CDR, the Contractor is required to respond in writing to the County's Project Manager or designee within 24 hours, acknowledging the reported discrepancies or presenting contrary information. If Additional time will be required to complete the correction(s), this must also be indicated in the response. Approval of any additional time for completions will be at the County's discretion.

## 17.3 County Observations

In addition to the departmental contracting staff, other County personnel may observe performance, activates and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

## 17.4 Methods of Monitoring

County may use one or more of the following inspection methods to evaluate Contractor's performance.

- Sampling
- One hundred percent (100%) inspection of output items on a periodic basis (daily, weekly, monthly, etc.) using Exhibit 3, Landscape Maintenance Certification as determined necessary to assure a sufficient evaluation of Contractor performance.
- Customer complaints or public complaints.

## 17.5 Unacceptable Performance

Performance of a listed service is considered acceptable when Contractor performs the tasks specified in the SOW.

- When the County Contract Monitor determines that the performance is unacceptable, the County Contract Monitor shall notify Contractor of the discrepancy.

- Contractor must correct the problem within the time frame directed by the County Contract Monitor.
- The County Contract Monitor will perform a follow-up inspection and will evaluate Contractor's corrective action.
- If the problem has not been corrected, the County Contract Monitor will prepare a CDR with the deadline for completion. Failure to respond to CDR may result in an assessment for non-compliance as set forth in this.
- County Project Manager determines assessment, if any. And assessment letter will be sent to the Contractor.

## 18.0 PERFORMANCE REQUIREMENTS SUMMARY

All listings of services used in Exhibit 2 – Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the SOW, and not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any services seems to be created in the PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on the Contractor.

When the Contractor's performance does not conform to the requirements of this Contract, the County will have the option to apply the following non-performance remedies:

- Require Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to the acceptable level and monitoring methods to prevent recurrence.
- Reduce payment to Contractor by a computed amount based on the damage fee(s) in the PRS Chart.
- Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within five (5) days shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said services(s), as determined by the County, shall be credited to the County on the Contractor's future invoices.

This section does not preclude the County's right to terminate the contract upon ten (10) days written notice with or without cause, as provided for in Contract, Paragraph 8, Terms and Conditions, Sub-paragraph 8.42, Termination for Convenience.

EXHIBIT 1

## CUSTODIAL SERVICES DIVISION

# CONTRACT DISCREPANCY REPORT

**CONTRACTOR RESPONSE DUE WITHIN 24 HOURS**

| | | | |
|---|---|---|---|
| **Facility Name:** | **Address:** | | **Date of Inspection:** |
| **Contractor:** | **Contract No.** | **Contract Monitor:** | **CSD Dist #** |
| **Contact Person:** | **Telephone: ( ) -** | **District Manager Signature:** | |
| **Report Transmitted to Fax #: ( ) -** | | **Fax: ( ) -** | |

A contract discrepancy(s) is specified below. The contractor will take corrective action and respond back to ISD Custodial Division Contact Person identified above by the date required. Failure to take corrective action or respond to this Contract Discrepancy Report by the date specified may result in the deduction of damages.

| No. | Contract Discrepancy | Contractor's Response | County Use Only | |
|---|---|---|---|---|
| | | | Date Correction Due | Date Completed |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |

*Contractor's Representative Signature* *Date Signed*

| **Additional Comments:** |
|---|
| |
| |

# PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

| REFERENCE/ REQUIRED SERVICE | STANDARD OF PERFORMANCE | MONITORING METHOD | DEDUCTIONS/FEES TO BE ASSESSED |
|---|---|---|---|
| Contract: Paragraph 5.5.4 Invoice and Payments, submission of Invoices. | Monthly Invoices are received and approved by the County by the 15th calendar day of the month following the month of services | Invoices are received in County office by the due date. | $100 per occurrence |
| Contract: Paragraph 5.5.4 Invoice and Payments, submission of Invoices. | Invoices for as needed and/or additional work are received and approved by the County within 30 days of the date service is performed. | Invoices are received in County office by the due date. | $100 per occurrence |
| Contract: Paragraph 7. 2 Approval of Contractor's Staff | County's approval of staff. | Inspection and Observation | $50 per occurrence |
| Contact: Paragraph 7.4.1 Background and Security Investigations | Contractor's staff must pass background checks. Fees at expense of Contractor. | Inspection and Observation | $50 per occurrence |
| Contact: Paragraph 7.4.2 & 7.4.3 Background and Security Investigations | Contractor's staff not passing background checks are not to work at County facilities and shall be removed from County facilities. | Inspection and Observation | $50 per occurrence |
| Contract: Paragraphs 8.24 & 8.25 General Insurance Requirements | Compliance with Contract Insurance Requirements | Receipt of document | $100 per occurrence; possible termination for default of contract. |
| Contract: Paragraph 8.34 Notices | Contractor to submit notices of changes in personnel to County. | Receipt of document | $50 per occurrence |
| Contract: Paragraph 8.38 Record Retention & Inspection/Audit Settlement | Contractor to maintain all required documents as specified in Sub-paragraph 8.37. | Inspection of files | $100 per occurrence; possible termination for default of contract. |
| Contract: Paragraph 8.40 Subcontracting | Contractor shall obtain County's written approval prior to subcontracting any work. | Inspection & Observation | $100 per occurrence; possible termination for default of contract |
| Contract: Paragraph 9.1 Contractor's Compliance with Living Wage | Contractor to be in compliance with County's Living Wage Program. | Inspection & Observation | $100 per occurrence; possible termination for default of contract. |

## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

| REFERENCE/ REQUIRED SERVICE | STANDARD OF PERFORMANCE | MONITORING METHOD | DEDUCTIONS/FEES TO BE ASSESSED |
|---|---|---|---|
| SOW Section 3.1 Mowing | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 3.2 Edging/Detailing/ Weed Control | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 3.3 Weed Control | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 3.4 Litter Control | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 3.5 Raking | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 3.6 Pruning of Trees, Hedges and Ground Cover | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 3.7 Watering | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 3.8 Irrigation System Maintenance | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 3.9 Disease/Insect Control | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 3.10 Rodent Control | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 4.1 Chemical Edging/Detailing | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 4.2 Trimming and Crowning of Trees | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |

## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

| REFERENCE/ REQUIRED SERVICE | STANDARD OF PERFORMANCE | MONITORING METHOD | DEDUCTIONS/FEES TO BE ASSESSED |
|---|---|---|---|
| SOW Section 4.3 Aerification | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 4.4 Fertilization | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 4.5 Renovation/Vertical Mowing | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 4.6 Cultivating | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 4.7 Turf Reseeding/Restoration of Bare Areas | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 5.0 Plant Materials | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 7.0 Waste Removal | 100 % Completion of Required Services | Inspection & Observation | $50 per occurrence |
| SOW Section 9.0 Emergency Services Requests | 100% Contractor response within 2 hours of notification by County. | Observation of Response | $50 per occurrence |
| SOW Section 10.0 Maintenance Reports | 100 % Completion of Required Services | Acceptance and Inspection of Reports | $50 per occurrence |
| SOW Section 11.1.B Contractor Personnel | Provide Principal Landscaper/must read, speak and understand English. | Inspection & Observation | $50 per occurrence |
| SOW Section 11.1.C. Contractor Supervisor | Provide a Supervisor accessible all hours 365 days/year. Must read, speak and understand English. Notify County of Changes to Project Manager. | Inspection and Observation | $50 per occurrence |

## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

| REFERENCE/ REQUIRED SERVICE | STANDARD OF PERFORMANCE | MONITORING METHOD | DEDUCTIONS/FEES TO BE ASSESSED |
|---|---|---|---|
| SOW Section 11.1.G Uniforms | Contractor to ensure all employees wear approved uniforms and County issued ID badges. | Inspection and Observation | $50 per occurrence |
| SOW Section 11.3 Training | Provide Training Programs for new employees. | Provide copies of Programs upon County request | $50 per occurrence |
| SOW Section 11.4 County required meetings | Contractor attendance at all monthly or as required County meetings. | Observation of Attendance | $50 per occurrence |
| SOW 11.5 Contractor Office. | Contractor to maintain office in Los Angeles County. Must be staffed 8-5 Monday-Friday. When closed, must have answering service, cellular phones or pager to respond to County calls within 2 hours. | Inspection and Observation | $50 per occurrence |

**EXHIBIT 3**

## LANDSCAPE MAINTENANCE CERTIFICATION

I (We) hereby certify under penalty of perjury that the work within the facilities specified under the provisions of County Contract No. _____ has been performed in accordance with the specifications of said Contract for the month of _____, 20_____, and that:

| | | Yes | No | Initial |
|---|---|---|---|---|
| 1. | Not less than the living wages, as determined by the LA County Living Wage Ordinance, have been paid to personnel employed to do this work. | ____ | ____ | ____ |
| 2. | All On-Going Maintenance tasks have been completed as provided for in the Scope or Work and Specifications. | ____ | ____ | ____ |
| 3. | Irrigation systems have been checked for operability and that the following are functioning properly: | | | |
| | a) Irrigation lines | ____ | ____ | ____ |
| | b) Valves | ____ | ____ | ____ |
| | c) Sprinkler heads | ____ | ____ | ____ |
| | d) Controllers | ____ | ____ | ____ |
| 4. | Has spraying and/or use of chemicals occurred? ☐ Yes ☐ No<br>If yes: | | | |
| | a) Have copies of the Pest Control Agent's written recommendations been sent to the County Contract Monitor? | ____ | ____ | ____ |
| | b) Have copies of the Pesticide Use Report been sent to the County Contract Monitor? | ____ | ____ | ____ |
| | c) Have Copies of restricted use permits been sent to the County Contract Monitor? | ____ | ____ | ____ |
| 5. | Have specialty type maintenance services been requested? ☐ Yes ☐ No<br>If yes: | | | |
| | a) Has County Contract Monitor been notified in writing? | ____ | ____ | ____ |
| | b) Has quantity and complete description of materials used been sent to County Contract Monitor? (if applicable) | ____ | ____ | ____ |
| 6. | Has the work schedule provided changed? ☐ Yes ☐ No<br>If yes: | | | |
| | a) Has the County Contract Monitor been notified? | ____ | ____ | ____ |

7. COMMENTS

_____

_____

_____

_____ _____

Company Authorized Representative Date

**EXHIBIT B**

# PRICING SHEET

**AMERICAN HERITAGE LANDSCAPE LP**
**PRICING SHEET**
**REGION 6**

**EXHIBIT B**

| BIS No. | FACILITY | DEPARTMENT | ADDRESS | CITY | MONTHLY COST |
|---|---|---|---|---|---|
| 09121 | 1 | Public Works/Vincent-Acton Metro Link Station | 730 S. Sierra Hwy | Acton | $1,231.00 |
| 05327 | 2 | Mental Health-Public Social Services/Antelope Valley Services Center | 335 ABC & 349 E. Ave K-6 | Lancaster | $1,461.00 |
| 04098 | 3 | Assessors/Lancaster Regional Office | 351 E. Ave. K-6 | Lancaster | $648.00 |
| 10537 | 4 | Communitiy and Senior Services/Antelope Valley Senior Center | 777 Jackman St. | Lancaster | $2,215.00 |
| 04085 | 5 | Courts/Alfred J Mc Courtney Juvenile Justice Center | 1040 W. Avenue J | Lancaster | $893.00 |
| 04087 | 6 | Sheriff/AV Sheriff Detective Services Branch | 1010 W. Avenue J | Lancaster | $893.00 |
| 04095 | 7 | ISD/Heating and Refrigeration Plant | 1121 W. Avenue J-2 | Lancaster | $928.00 |
| 09423 | 8 | Registrar Recorder/North District Office (Trailer) | 1028 W. Avenue J-2 | Lancaster | $928.00 |
| 06504 | 9 | Public Health/Pacoima Public Health Center | 13300 Van Nuys Blvd. | Pacoima | $373.00 |
| 05219 | 10 | Public Social Services/East Valley District | 14545 Lanark St., | Panoram City | $502.00 |
| 07171 | 11 | Internal Services/Facility Operation Services District 2 | 13811 Del Sur St. | San Fernando | $468.00 |
| 04185 | 12 | Sheriff/Santa Carita Sheriff Station | 23740 W. Magic Mountain Parkway | Santa Clarita | $928.00 |
| 04183 | 13 | Courts/Santa Clarita Courts | 23747 W. Valencia Blvd. | Santa Clarita | $893.00 |
| 04182 | 14 | Courts/Santa Clarita Administrative Center | 23757-63 W. Valencia Blvd. | Santa Clarita | $893.00 |
| 00684 | 15 | Community and Senior Services/Mid Valley Regional | 7555 Van Nuys Blvd. | Van Nuys | $325.00 |
| 06497 | 16 | Registrar Recorder/Administrative Center Building-BOS Dist. 3 | 14340 Sylvan St. | Van Nuys | $643.00 |
| 03902 | 17 | Probation/East San Fernando Valley Area Office | 14414 Delano St. | Van Nuys | $498.00 |
| 06510 | 18 | Public Health/Bureau of Enviornmental Planning & Support Business Operatios | 5050 Commerce Dr. | Baldwin Park | $2,327.00 |
| 01297 | 19 | Mental Health/Olive View Urgen Care Center | 14659 Olive Dr. | Sylmar | $1,334.00 |
| 04191 | 20 | CEO/Valencia Civic Center Northwest Corner Parking Lot | 23743 W. Valencia Blvd. | Valencia | $548.00 |
| | | | | **TOTAL** | **18,929.00** |

| **ADDITIONAL SERVICES*** | |
|---|---|
| **SERVICE** | **RATE ($)** |
| Facility Additions - Staffing | $ 35.00 |
| Landscape Laborer (Hourly Rate) | $ 27.00 |
| Principal Landscaper (Hourly Rate) | $ 35.00 |
| Supervisor (Hourly Rate) | $ 65.00 |

* These rates shall be fully burdened.

EXHIBIT C

# FACILITY AND LANDSCAPE SPECIFICATION SHEETS

| **Region 6 Facility No. 1** | |
|---|---|
| **Department/Facility** | Public Works/Vicent-Acton Metro Link Station |
| **Address** | 730 W. Sierra Hwy., Acton, CA 93550 |
| **Days/Hours of Operation** | Weekly: All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 91 |
| Number of Palm Trees | 0 |
| Number of Planters | 55 |
| Shrubs | Yes |
| Hedges | Yes |
| Grass | No |
| Irrigation System | Yes |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Weekly |
| 3.4 Litter Control | Weekly |
| 3.5 Raking | Weekly |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| |

FOS District #: _____
Contract Monitor: _____

| **Region 6 Facility No. 2** | |
|---|---|
| **Department/Facility** | Mental Health-Public Social Services/Antelope Valley Service Center |
| **Address** | 335 ABC & 349 E. Ave. K-6, Lancaster, CA 93535 |
| **Days/Hours of Operation** | Daily (M-F): All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 256 |
| Number of Palm Trees | 0 |
| Number of Planters | 63 |
| Shrubs | Yes |
| Hedges | Yes |
| Grass | Yes |
| Irrigation System | Yes |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Daily (M-F) |
| 3.4 Litter Control | Daily (M-F) |
| 3.5 Raking | Daily (M-F) |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| This site includes all the above addresses. |

FOS District #: _____
Contract Monitor: _____

| **Region 6 Facility No. 3** | |
|---|---|
| **Department/Facility** | Assessor/Lancaster Regional Offices |
| **Address** | 251 E. Ave. K-6, Lancaster, CA 93535 |
| **Days/Hours of Operation** | Daily (M-F): All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 53 |
| Number of Palm Trees | 0 |
| Number of Planters | 30 |
| Shrubs | Yes |
| Hedges | Yes |
| Grass | Yes |
| Irrigation System | Yes |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Daily (M-F) |
| 3.4 Litter Control | Daily (M-F) |
| 3.5 Raking | Daily (M-F) |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| Small area of grass. |

FOS District #: _____
Contract Monitor: _____

| **Region 6 Facility No. 4** | |
|---|---|
| **Department/Facility** | Community & Senior Services/Antelope Valley Senior Center |
| **Address** | 777 Jackman St., Lancaster, CA 93534 |
| **Days/Hours of Operation** | Bi-Weekly: All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 153 |
| Number of Palm Trees | 17 |
| Number of Planters | 50 |
| Shrubs | Yes |
| Hedges | Yes |
| Grass | Yes |
| Irrigation System | Yes |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Bi-Weekly |
| 3.4 Litter Control | Bi-Weekly |
| 3.5 Raking | Bi-Weekly |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| |

FOS District #: _____
Contract Monitor: _____

| **Region 6 Facility No. 5** | |
|---|---|
| **Department/Facility** | Courts/Alfred J Mc Courtney Juvenile Justice Center |
| **Address** | 1040 W. Ave J, Lancaster, CA 93534 |
| **Days/Hours of Operation** | Bi-Weekly: All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 98 |
| Number of Palm Trees | 9 |
| Number of Planters | 43 |
| Shrubs | Yes |
| Hedges | Yes |
| Grass | Yes |
| Irrigation System | Yes |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Bi-Weekly |
| 3.4 Litter Control | Bi-Weekly |
| 3.5 Raking | Bi-Weekly |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| |

FOS District #: _____
Contract Monitor: _____

| **Region 6 Facility No. 6** | |
|---|---|
| **Department/Facility** | Sheriff/AV Sheriff Detective Services Division |
| **Address** | 1010 W. Ave J, Lancaster, CA 93534 |
| **Days/Hours of Operation** | Bi-Weekly: All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 42 |
| Number of Palm Trees | 1 |
| Number of Planters | 2 |
| Shrubs | Yes |
| Hedges | Yes |
| Grass | Yes |
| Irrigation System | Yes |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Bi-Weekly |
| 3.4 Litter Control | Bi-Weekly |
| 3.5 Raking | Bi-Weekly |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| Service to include the planter around the marquee located on the corner of West Ave J & 10th Street West. |

FOS District #: _____
Contract Monitor: _____

| **Region 6 Facility No. 7** | |
|---|---|
| **Department/Facility** | ISD/Heating and Refrigeration Plant |
| **Address** | 1121 W. Ave J-2, Lancaster, CA 93534 |
| **Days/Hours of Operation** | Bi-Weekly: All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 18 |
| Number of Palm Trees | 0 |
| Number of Planters | 0 |
| Shrubs | Yes |
| Hedges | Yes |
| Grass | Yes |
| Irrigation System | Yes |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Bi-Weekly |
| 3.4 Litter Control | Bi-Weekly |
| 3.5 Raking | Bi-Weekly |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| |

FOS District #: _____
Contract Monitor: _____

| **Region 6 Facility No. 8** | |
|---|---|
| **Department/Facility** | Registrar Recorder/North District Office (Trailer) |
| **Address** | 1028 W. Ave J-2, Lancaster, CA 93534 |
| **Days/Hours of Operation** | Bi-Weekly: All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 3 |
| Number of Palm Trees | 0 |
| Number of Planters | 1 |
| Shrubs | Yes |
| Hedges | Yes |
| Grass | Yes |
| Irrigation System | Yes |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Bi-Weekly |
| 3.4 Litter Control | Bi-Weekly |
| 3.5 Raking | Bi-Weekly |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| |

FOS District #: _____
Contract Monitor: _____

| **Region 6 Facility No. 9** | |
|---|---|
| **Department/Facility** | Public Health/Pacoima Public Health Center |
| **Address** | 13300 Van Nuys Blvd., Pacoima, CA 91331 |
| **Days/Hours of Operation** | Weekly: All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 3 |
| Number of Palm Trees | 0 |
| Number of Planters | 7 |
| Shrubs | Yes |
| Hedges | No |
| Grass | Yes |
| Irrigation System | Yes |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Weekly |
| 3.4 Litter Control | Weekly |
| 3.5 Raking | Weekly |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| |

FOS District #: _____
Contract Monitor: _____

| **Region 6 Facility No. 10** | |
|---|---|
| **Department/Facility** | Public Social Services/East Valley District |
| **Address** | 14545 Lanark St., Panorama City, CA 91402 |
| **Days/Hours of Operation** | Weekly: All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 5 |
| Number of Palm Trees | 0 |
| Number of Planters | 5 |
| Shrubs | Yes |
| Hedges | No |
| Grass | No |
| Irrigation System | Yes |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Weekly |
| 3.4 Litter Control | Weekly |
| 3.5 Raking | Weekly |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| Hand watering is required at this site. |

FOS District #: _____
Contract Monitor: _____

| **Region 6 Facility No. 11** | |
|---|---|
| **Department/Facility** | Internal Services/Facility Operation Services District 2 |
| **Address** | 13811 Del Sur St., San Fernando, CA 91340 |
| **Days/Hours of Operation** | Weekly: All work to be done during daylight hours |

| Description | Required Maintenance |
|---|---|
| Number of Trees | 34 |
| Number of Palm Trees | 0 |
| Number of Planters | 6 |
| Shrubs | Yes |
| Hedges | Yes |
| Grass | Yes |
| Irrigation System | Yes |

| General Service Requirements | Frequency |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Weekly |
| 3.4 Litter Control | Weekly |
| 3.5 Raking | Weekly |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| Small grass area. |

FOS District #: _____
Contract Monitor: _____

| **Region 6 Facility No. 12** | |
|---|---|
| **Department/Facility** | Sheriff/Santa Clarita Sheriff Station |
| **Address** | 23740 W. Magic Mountain Parkway, Santa Clarita, CA 91355 |
| **Days/Hours of Operation** | 3 times a week: All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 22 |
| Number of Palm Trees | 0 |
| Number of Planters | 5 |
| Shrubs | Yes |
| Hedges | Yes |
| Grass | Yes |
| Irrigation System | Yes |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | 3 times a week |
| 3.4 Litter Control | 3 times a week |
| 3.5 Raking | 3 times a week |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| SCV Sheriff's Memorial Garden is included. The 2 potted plants located at the entrance of the facility are to be maintained. Parking lot area and planter located within it is excluded. |

FOS District #: _____
Contract Monitor: _____

| **Region 6 Facility No. 13** | |
|---|---|
| **Department/Facility** | Courts/Santa Clarita Courts |
| **Address** | 23747 W. Valencia Blvd., Santa Clarita, CA 91355 |
| **Days/Hours of Operation** | 3 times a week: All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 66 |
| Number of Palm Trees | 0 |
| Number of Planters | 47 |
| Shrubs | Yes |
| Hedges | Yes |
| Grass | Yes |
| Irrigation System | Yes |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | 3 times a week |
| 3.4 Litter Control | 3 times a week |
| 3.5 Raking | 3 times a week |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| |

FOS District #: _____
Contract Monitor: _____

| **Region 6 Facility No. 14** | |
|---|---|
| **Department/Facility** | Courts/Santa Clarita Administrative Center |
| **Address** | 23757-63 W. Valencia Blvd., Santa Clarita, CA 91355 |
| **Days/Hours of Operation** | 3 times a week: All work to be done during daylight hours |

| Description | Required Maintenance |
|---|---|
| Number of Trees | 62 |
| Number of Palm Trees | 0 |
| Number of Planters | 43 |
| Shrubs | Yes |
| Hedges | Yes |
| Grass | Yes |
| Irrigation System | Yes |

| General Service Requirements | Frequency |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | 3 times a week |
| 3.4 Litter Control | 3 times a week |
| 3.5 Raking | 3 times a week |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| |

FOS District #: _____
Contract Monitor: _____

| **Region 6 Facility No. 15** | |
|---|---|
| **Department/Facility** | Community & Senior Services/Mid Valley Regional |
| **Address** | 7555 Van Nuys Blvd., Van Nuys, CA 91405 |
| **Days/Hours of Operation** | Weekly: All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 9 |
| Number of Palm Trees | 3 |
| Number of Planters | 7 |
| Shrubs | Yes |
| Hedges | No |
| Grass | No |
| Irrigation System | Yes |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Weekly |
| 3.4 Litter Control | Weekly |
| 3.5 Raking | Weekly |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| Hand watering is required at this site. |

FOS District #: _____
Contract Monitor: _____

| **Region 6 Facility No. 16** | |
|---|---|
| **Department/Facility** | Register Recorder/Administrative Center Building-BOS DIST 3 |
| **Address** | 14340 Sylvan St., Van Nuys, CA 91401 |
| **Days/Hours of Operation** | Bi-Weekly: All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 43 |
| Number of Palm Trees | 11 |
| Number of Planters | 56 |
| Shrubs | Yes |
| Hedges | Yes |
| Grass | Yes |
| Irrigation System | Yes |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Bi-Weekly |
| 3.4 Litter Control | Bi-Weekly |
| 3.5 Raking | Bi-Weekly |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| Need service twice a week. |

FOS District #: _____
Contract Monitor: _____

| **Region 6 Facility No. 17** | |
|---|---|
| **Department/Facility** | Probation/East San Fernando Valley Area Office |
| **Address** | 14414 Delano St., Van Nuys, CA 91401 |
| **Days/Hours of Operation** | Bi-Weekly: All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 43 |
| Number of Palm Trees | 11 |
| Number of Planters | 56 |
| Shrubs | Yes |
| Hedges | Yes |
| Grass | Yes |
| Irrigation System | Yes |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Bi-Weekly |
| 3.4 Litter Control | Bi-Weekly |
| 3.5 Raking | Bi-Weekly |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| |

FOS District #: _____
Contract Monitor: _____

| **Region 6 Facility No. 18** | |
|---|---|
| **Department/Facility** | Public Health/Bureau of Environmental Planning & Support Business Operations |
| **Address** | 5050 Commerce Dr., Baldwin Park, CA 91706 |
| **Days/Hours of Operation** | Weekly: All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 113 |
| Number of Palm Trees | 8 |
| Number of Planters | 9 |
| Shrubs | Yes |
| Hedges | Yes |
| Grass | Yes |
| Irrigation System | Yes |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Weekly |
| 3.4 Litter Control | Weekly |
| 3.5 Raking | Weekly |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| |

FOS District #: _____
Contract Monitor: _____

| **Region 6 Facility No. 19** | |
|---|---|
| **Department/Facility** | Mental Health/Olive View Urgent Care Center |
| **Address** | 14659 Olive View Dr., Sylmar, CA 91342 |
| **Days/Hours of Operation** | Bi-Weekly: All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 195 |
| Number of Palm Trees | 2 |
| Number of Planters | Yes, number unknown |
| Shrubs | Yes |
| Hedges | Yes |
| Grass | No |
| Irrigation System | Yes |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | Bi-Weekly |
| 3.4 Litter Control | Bi-Weekly |
| 3.5 Raking | Bi-Weekly |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| No grass area. Roof cleaning will be performed quarterly (January, April, July, and October). |

FOS District #: _____
Contract Monitor: _____

| **Region 6 Facility No. 20** | |
|---|---|
| **Department/Facility** | CEO/Valencia Civic Center Northwest Corner Parking Lot |
| **Address** | 23730 W Magic Mountain Pkwy., Santa Clarita, CA 91355 |
| **Days/Hours of Operation** | 3 times a week: All work to be done during daylight hours |

| **Description** | **Required Maintenance** |
|---|---|
| Number of Trees | 12 |
| Number of Palm Trees | 0 |
| Number of Planters | 0 |
| Shrubs | No |
| Hedges | No |
| Grass | Yes |
| Irrigation System | Yes |

| **General Service Requirements** | **Frequency** |
|---|---|
| 3.1 Mowing | Weekly |
| 3.2 Edging/Detailing | Weekly |
| 3.3 Weed Control | 3 times a week |
| 3.4 Litter Control | 3 times a week |
| 3.5 Raking | 3 times a week |
| 3.6 Tree Pruning, Hedges, Ground Cover, Damage to shrubs, trees, turf or ground cover | As needed |
| 3.7 Watering | Varies according to season |
| 3.8 Irrigation System Maintenance | Inspection of the irrigation equipment at each facility to ensure operability within sixty (60) days of contract start date |
| 3.9 Disease/Insect Control | As needed |
| 3.10 Rodent Control | All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees, and irrigation systems |
| **Specialty Service Requirements** | **Frequency** |
| 4.1 Chemical Edging/Detailing | Once every two (2) months, April to September; once every three (3) months, October to March |
| 4.2 Trimming and Crowning of Trees | All trees (excluding palm trees) shall be trimmed and thinned at each facility once every two years, with the first occurrence within the first year of the Contract, unless otherwise approved by the County Project Manager. Palm trees shall be maintained and kept free of dead fronds and potential falling debris at all times |
| 4.3 Aerification | Aerate all turf areas two (2) times per year on a schedule approved by County Project Manager or designee |
| 4.4 Fertilization | Fertilize turf areas at a minimum two (2) times per year, or as requested by County Project Manager |
| 4.5 Renovation/Vertical Mowing | As requested by County at an agreed to additional cost |
| 4.6 Cultivating | As needed |
| 4.7 Turf Reseeding/Restoration of Bare Areas | As requested by County at an agreed additional cost |

| **Describe Special Operational Requirements** |
|---|
| Area to be serviced includes the surrounding grass areas along the exterior of the County parking lot adjacent to the library recently sold to the city of Santa Clarita. |

FOS District #: _____
Contract Monitor: _____

# CONTRACTOR'S EEO CERTIFICATION

American Heritage Landscape
Contractor Name

7013 Owensmouth Ave Canoga Park, CA 91303
Address

20-5852038
Internal Revenue Service Employer Identification Number

## GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

| CONTRACTOR'S SPECIFIC CERTIFICATIONS | YES | NO |
|---|---|---|
| 1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | ☒ | ☐ |
| 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. | ☒ | ☐ |
| 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | ☒ | ☐ |
| 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | ☒ | ☐ |

David Price/CFO
Authorized Official's Printed Name and Title

Authorized Official's Signature

6/18/2013
Date

# COUNTY'S ADMINISTRATION

CONTRACT NO. _____

**COUNTY PROJECT DIRECTOR:**

| | |
|---|---|
| Name: | Yolanda Young |
| Title: | Division Manager |
| Address: | 1100 N Eastern Ave |
| | Los Angeles, CA 90063 |
| Telephone: | (323) 267-3101 |
| Facsimile: | (323) 415-8664 |
| E-mail Address: | yyoung@isd.lacounty.gov |

**COUNTY PROJECT MANAGER (CPM):**

| | |
|---|---|
| Name: | Laura Lambertson |
| Title: | Division Manager |
| Address: | 1100 N. Eastern Avenue |
| | Los Angeles, CA 90063 |
| Telephone: | (323) 267-3100 |
| Facsimile: | (323) 881-0132 |
| E-mail Address: | llambertson@isd.lacounty.gov |

**COUNTY CONTRACT MONITORS:**

| | |
|---|---|
| Name: | Various |
| Title: | Facilities Contract Monitors |
| Address: | 1100 N. Eastern Avenue |
| | Los Angeles, CA 90063 |
| Telephone: | Varies |
| Facsimile: | Varies |
| E-mail Address: | N/A |

# CONTRACTOR'S ADMINISTRATION

AMERICAN HERITAGE LANDSCAPE
CONTRACTOR'S NAME

CONTRACT NO. _____

**CONTRACTOR'S PROJECT DIRECTOR:**

| | |
|---|---|
| Name: | Arturo Perez |
| Title: | Branch Manager |
| Address: | 7013 Owensmouth Ave |
| | Canoga Park, CA 91303 |
| Telephone: | 818 999-2041 |
| Facsimile: | 805 647-7112 |
| E-mail Address: | aperez@americanlandscape.com |

**CONTRACTOR'S AUTHORIZED OFFICIALS:**

| | |
|---|---|
| Name: | David Price |
| Title: | CFO |
| Address: | 7013 Owensmouth Ave |
| | Canoga Park, CA 91303 |
| Telephone: | 818-999-2041 |
| Facsimile: | 818-999-9832 |
| E-mail Address: | dprice@americanlandscape.com |

| | |
|---|---|
| Name: | Jason Bryne |
| Title: | Accounting Manager |
| Address: | 7013 Owensmouth Ave |
| | Canoga Park, CA 91303 |
| Telephone: | 818-999-2041 |
| Facsimile: | 818-999-9832 |
| E-mail Address: | jbryne@americanlandscape.com |

**Notices to Contractor shall be sent to the following address:**

| | |
|---|---|
| Name: | American Heritage Landscape LP |
| Title: | Attn: Accounting Dept |
| Address: | 7013 Owensmouth Ave |
| | Canoga Park, CA 91303 |
| Telephone: | 818-999-2041 |
| Facsimile: | 818-999-9832 |
| E-mail Address: | dprice@americanlandscape.com |

# CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name AMERICAN HERITAGE LANDSCAPE Contract No. _____

GENERAL INFORMATION:
The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:
Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:
Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: 6 / 18 / 2013

PRINTED NAME: DAVID PRICE

POSITION: CFO

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

A. “Contractor” means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. “Employee” means any California resident who is a full-time employee of a contractor under the laws of California.

C. “Contract” means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)
2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.070. Exceptions.**

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,

2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

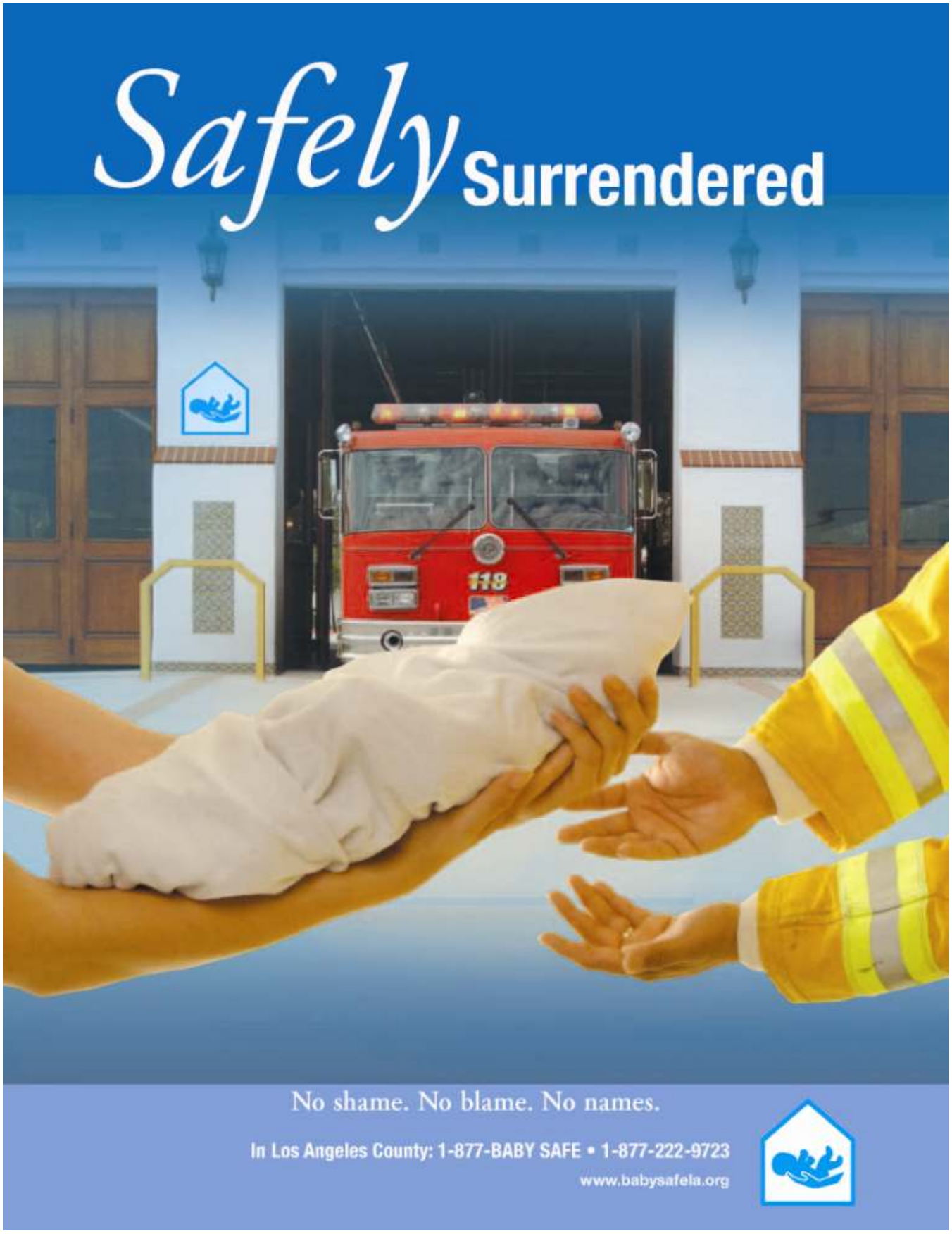
3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed $500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)


Safely Surrendered
119
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723
www.babysafela.org

# *Safely* Surrendered *Baby Law*

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

## How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

## What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at **1-800-540-4000.**

## Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

## Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

## Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

## What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

## What happens to the parent or surrendering adult?

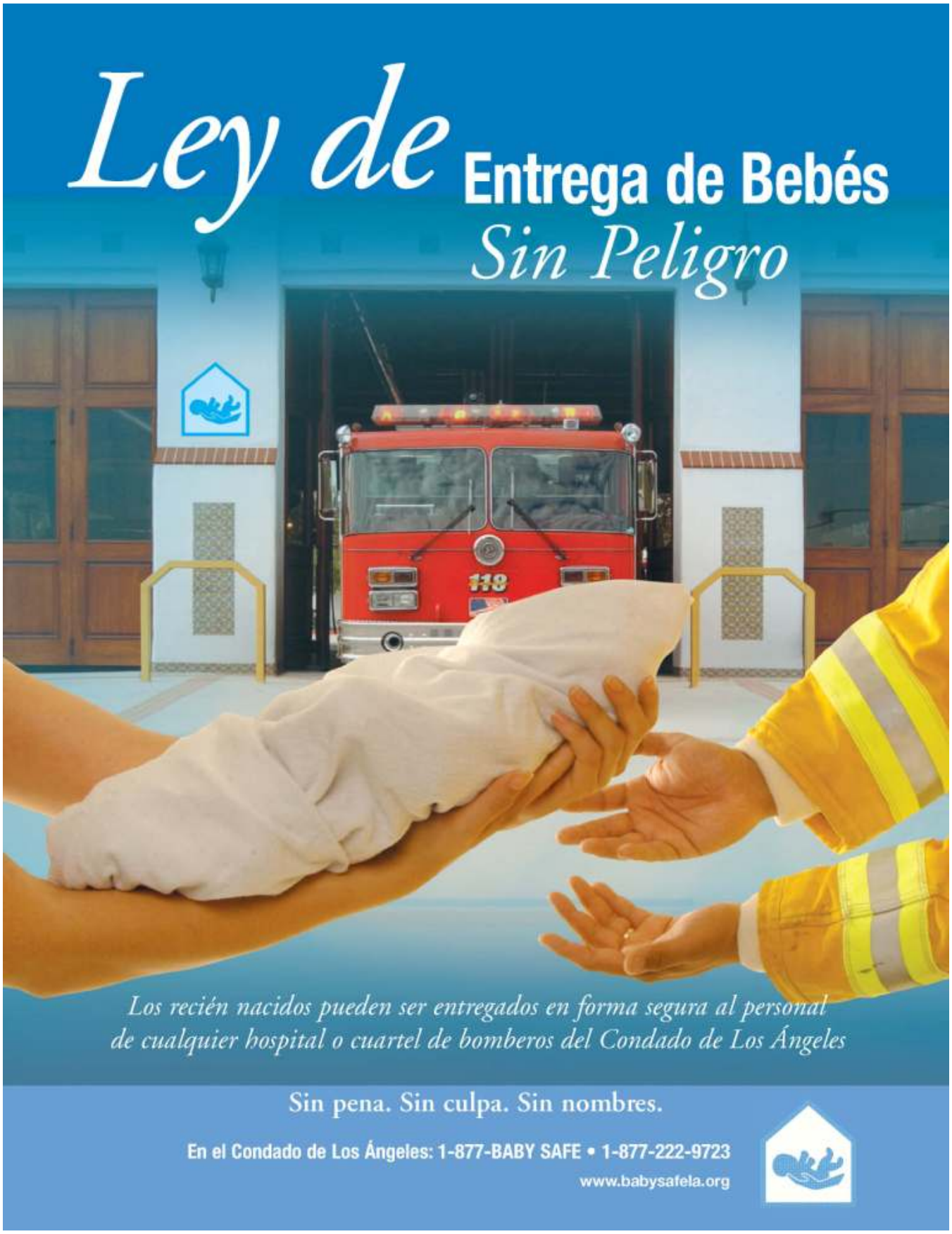
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

The purpose of the **Safely Surrendered Baby Law** is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The **Safely Surrendered Baby Law** prevents this tragedy from ever happening again in California.

## *A baby's story*

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.


Ley de Entrega de Bebés
Sin Peligro
Los recién nacidos pueden ser entregados en forma segura al personal
de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles
Sin pena. Sin culpa. Sin nombres.
En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

# *Ley de* Entrega de Bebés *Sin Peligro*

### ¿Qué es la Ley de Entrega de Bebés sin Peligro?

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 Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

### ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al **1-800-540-4000**.

### ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan *si tienen custodia legal.*

### ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

### ¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

### ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

### ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

### ¿Por qué se está haciendo esto en California? ?

La finalidad de la **Ley de Entrega de Bebés sin Peligro** es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La **Ley de Entrega de Bebés sin Peligro** impide que vuelva a suceder esta tragedia en California.

## *Historia de un bebé*

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del 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.

# Prop A – Living Wage Program Exhibits

## *Exhibits J, K, & L*

Title 2 ADMINISTRATION
Chapter 2.201
LIVING WAGE PROGRAM

**2.201.010 Findings.**

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles. (Ord. 2007-0011 § 1, 2007: Ord. 99-0048 § 1 (part), 1999.)

**2.201.020 Definitions.**

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

A. "County" includes the county of Los Angeles, any county officer or body, any county department head, and any county employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.

B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a county of Los Angeles owned or leased facility.

C. "Employer" means:

1. An individual or entity who has a contract with the county:

a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or

b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and

c. Who has received or will receive an aggregate sum of $25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or

2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the county.

D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the chief administrative officer, but in no event less than 35 hours worked per week.

E. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq. of this code, entitled Contracting with Private Business. (Ord. 2007-0011 § 2, 2007: Ord. 99-0048 § 1 (part), 1999.)

**2.201.030 Prospective effect.**

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. (Ord. 99-0048 § 1 (part), 1999.)

* Editor's note: Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

Title 2 ADMINISTRATION
Chapter 2.201
LIVING WAGE PROGRAM

**2.201.040 Payment of living wage.**

A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be $9.64 per hour with health benefits, or $11.84 per hour without health benefits.

B. To qualify for the living wage rate with health benefits, an employer shall pay at least $2.20 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.

C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section, above for future contracts. Any adjustments to the living wage rate specified in subsections A and B that are adopted by the board of supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments which become effective three months or more after the effective date of the ordinance that adjusts the living wage rate. (Ord. 2007-0011 § 3, 2007: Ord. 99-0048 § 1 (part), 1999.)

**2.201.050 Other provisions.**

A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.

B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

C. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The chief administrative officer in conjunction with the affirmative action compliance officer shall issue written instructions on the implementation and on-going administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the chief administrative officer in conjunction with the affirmative action compliance officer. The affirmative action compliance officer in conjunction with the chief administrative officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.

E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ord. 99-0048 § 1 (part), 1999.)

Title 2 ADMINISTRATION
Chapter 2.201
LIVING WAGE PROGRAM

**2.201.060 Employer retaliation prohibited.**

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ord. 99-0048 § 1 (part), 1999.)

**2.201.070 Employee retention rights.**

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

A. A "retention employee" is an employee of a predecessor employer:

   1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;

   2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and

   3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.

B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.

C. A subsequent employer is not required to hire a retention employee who:

   1. Has been convicted of a crime related to the job or his or her job performance; or

   2. Fails to meet any other county requirement for employees of a contractor.

D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ord. 99-0048 § 1 (part), 1999.)

**2.201.080 Enforcement and remedies.**

For violation of any of the provisions of this chapter:

A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.

B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:

   1. Assess liquidated damages as provided in the contract; and/or

   2. Recommend to the board of supervisors the termination of the contract; and/or

3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code. (Ord. 2007-0011 § 4, 2007: Ord. 99-0048 § 1 (part), 1999.)

**2.201.090 Exceptions.**

A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.

B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.

D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:

1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and

2. Has 20 or fewer employees during the contract period, including full time and part time employees; and

3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed $1,000,000.00; or

4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed $2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full time and part time employees, and more than $1,000,000.00 in annual gross revenues or $2,500,000.00 in annual gross revenues if a technical or professional service.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 99-0055 § 1, 1999: Ord. 99-0048 § 1 (part), 1999.)

**2.201.100 Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 99-0048 § 1 (part), 1999)

**EXHIBIT K**

# COUNTY OF LOS ANGELES
## LIVING WAGE ORDINANCE

### MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

**Instruction Box:** Please complete all sections of this form. *(Information to complete this form can be obtained from your weekly certified payroll reports)* Submit this form with your Certified Payroll Reports to the awarding County department. Be sure to complete and sign the reverse side of this form before submitting.

| | | | |
|---|---|---|---|
| (1) Name: Contractor ☐ Subcontractor ☐ | | Address: (Street, City, State, Zip) | |
| (2) Payroll No.: | (3) Work Location: | (4) From payroll period: ___/___/___ to payroll period: ___/___/___ | (5) For Month Ending: |
| (6) Department Name: | (7) Contract Service Description: | (8) Contract Name & Number: | |
| (9) Contractor Health Plan Name(s): | | (10) Contractor Health Plan ID Number(s): | |

| (11) Employee Name, Address & Last 4 digits of SS# | (12) Work Classification | (13) Total Hours Worked Each Week of Monthly Pay Period | | | | | (14) Total Aggre-gate Hours | (15) Employer Paid Health Benefit Hourly Rate | (16) Gross Amount Paid (14x15) | (17) Employee Paid Health Benefit Hourly Rate | (18) Gross Amount Paid (14x17) | (19) Aggregate $ Health Benefits Paid (16+18) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | 1 | 2 | 3 | 4 | 5 | | | | | | |
| 1 | | | | | | | | | | | | |
| 2 | | | | | | | | | | | | |
| 3 | | | | | | | | | | | | |
| 4 | | | | | | | | | | | | |
| 5 | | | | | | | | | | | | |
| I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct. | Total (This Page) | | | | | | | | | | | |
| Print Authorized Name: | Grand Total (All Pages) | | | | | | | | | | | |

| | | | |
|---|---|---|---|
| Authorized Signature: | Date: / / | Title: | Telephone Number (include area code) ( ) | Page: _____ of _____ |

# COUNTY OF LOS ANGELES
# LIVING WAGE PROGRAM
# PAYROLL STATEMENT OF COMPLIANCE

I, _____ , _____
(Name of Owner or Company Representative) (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by:
_____ on the _____
(Company or subcontractor Name) (Service, Building or Work Site)
that during the payroll period commencing on the _____ day of _____ ,and
(Calendar day of Month) (Month and Year)
ending the _____ day of _____ all persons employed on said work site
(Calendar day of Month) (Month and Year)
have been paid the full weekly wages earned, that no rebates have been or will be made either
directly or indirectly to or on behalf of _____
(Company Name)
from the full weekly wages earned by any person and that no deductions have been made either directly or in directly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

2. That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for employees contained therein are not less than the applicable County of Los Angeles Living Wage rates contained in the contract.

3. That:

☐ WHERE FRINGE (Health) BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS
In addition to the basic hourly wage rates paid to each employee listed in the above referenced payroll, payments of health benefits as required in the contract have been or will be paid to appropriate programs for the benefit of such employees.

☐ WHERE FRINGE (Health) BENEFITS ARE PAID IN CASH
Each employee listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the applicable amount of the required County of Los Angeles Living Wage hourly rate as listed in the contract.

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.

| Print Name and Title | Owner or Company Representative Signature: |
|---|---|
| | |

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD OF THREE (3) YEARS.

# CHARITABLE CONTRIBUTIONS CERTIFICATION

American Heritage Landscape
Company Name

7013 Owensmouth Ave Canoga Park, CA 91303
Address

20-5852038
Internal Revenue Service Employer Identification Number

N/A
California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

**Check the Certification below that is applicable to your company.**

☒ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

**OR**

☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

6/18/2013
Date

David Price/CFO
Name and Title of Signer (please print)

**ATTACHMENT 7**

**ISD - CUSTODIAL DIVISION**
**PROPOSITION A REVIEW FOR LANDSCAPE SERVICES CONTRACTS**
**COMPARISON OF COUNTY'S ESTIMATED AVOIDABLE COSTS TO SEPCO EARTHSCAPE, INC. COSTS**

**REGION 1**

**COUNTY COSTS**

DIRECT COSTS

Salaries

| Classification | Rates | Monthly Top Step Salary | Yearly Salary | Productive Hourly Rate (1,765 hrs.) | Contractor's Proposed Monthly Hours | Contractor's Proposed Yearly Hours Per Position | Number of Employees (FTE) (Note 4) | Contractor's Proposed Yearly Hours | Total |
|---|---|---|---|---|---|---|---|---|---|
| Grounds Maintenance Worker I | | $ 3,050.45 | $ 36,605 | $ 20.74 | 173 | 2,080 | 2 | 4,160 | $ 73,211 |
| Grounds Maintenance Worker II | | $ 3,411.82 | $ 40,942 | $ 23.20 | 173 | 2,080 | 1 | 2,080 | $ 40,942 |
| Sr. Grounds Maintenance | | $ 3,760.82 | $ 45,130 | | | | | | $ - |
| Grounds Maintenance Supervisor | | $ 4,208.45 | $ 50,501 | $ 28.61 | 173 | 2,080 | 1 | 2,080 | $ 50,501 |
| Plumber (Note 5) | | $ 6,221.31 | $ 74,656 | $ 42.30 | 35 | 416 | 1 | 416 | $ 14,931 |
| | | | | | | **Subtotal** | | | $ 179,585 |
| Top Step Salary Variance (Note 1) | 2.991% | | | | | | | | $ (5,371) |
| | | | | | | **Total Salaries** | | | $ 174,214 |
| Employee Benefits (Note 2) | 44.656% | | | | | | | | $ 77,797 |
| | | | | | | **Total S&EB** | | | $ 252,011 |
| Services and Supplies (Note 3) | | | | | | | | | $ 17,760 |
| Equipment (C/A) | | | | | | | | | $ - |
| | | | | | | **TOTAL COUNTY DIRECT COSTS** | | | **$ 269,771** |

INDIRECT COSTS

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Overhead | | | | | | | | | $ - |
| | | | | | | **TOTAL COUNTY INDIRECT COSTS** | | | **$ -** |
| | | | | | | **TOTAL COUNTY COSTS** | | | **$ 269,771** |
| **CONTRACTING COSTS** | | | | | | | | | **$ 165,324** |
| **ESTIMATED SAVINGS FROM CONTRACTING** | | | | | | | | | **$ 104,447** |
| **PERCENT OF SAVINGS** | | | | | | | | | **39%** |

**NOTES:**

(1) Based on Auditor-Controller's calculation of 2012-13 Top Step Variance Factor of 2.9909% for ISD (100% - 97.0091%).

(2) Based on Auditor-Controller's calculation of 2012-13 budgeted employee benefits rate $52.275% for ISD, and deducted unemployment insurance, retiree insurance, and disability from the rate to arrive at an avoidable employee benefit rate of 44.656% (52.275% - 0.078% - 6.258% - 1.283% = 44.656%). These amounts were deducted because they are not avoidable costs to the County.

(3) The County assumes the same level of S&S and equipment proposed by the contractors. Excludes the general liability/automobile insurance ($570) and automobile costs ($200) from the contractor's S&S costs (total of $770).

(4) County staffing levels required to provide equivalent levels of service were estimated using Productive Work Hours (PWH) as a basis. The private sector generally uses an annual PWH of 2080, and the County's FY 2012-13 PWH is 1,765 (provided by the Auditor-Controller). The PWH ratio is approximately 1.18 County employees for every 1.0 private sector worker. As a result, we increased the number of County staff required to provide equivalent levels of service by approximately 18%. We reclassified partial positions that resulted from these calculations as a full position, since the County would only employ full-time staff. However, we rounded down for some positions when necessary due to calculations that resulted in immaterial partial positions.

(5) One FTE plumber position shared between Region 1 (8 hours/weekly) and Region 3 (32 hours/weekly).

**ATTACHMENT 7**

**ISD - CUSTODIAL DIVISION**
**PROPOSITION A REVIEW FOR LANDSCAPE SERVICES CONTRACTS**
**COMPARISON OF COUNTY'S ESTIMATED AVOIDABLE COSTS TO FAR EAST LANDSCAPE & MAINTENANCE, INC. COSTS**

**REGION 2**

**COUNTY COSTS**

DIRECT COSTS

Salaries

| Classification | Rates | Monthly Top Step Salary | Yearly Salary | Productive Hourly Rate (1,765 hrs.) | Contractor's Proposed Monthly Hours | Contractor's Proposed Yearly Hours Per Position | Number of Employees (FTE) (Note 4) | Contractor's Proposed Yearly Hours | Total |
|---|---|---|---|---|---|---|---|---|---|
| Grounds Maintenance Worker I | | $3,050.45 | $ 36,605 | $ 20.74 | 173 | 2,080 | 1 | 2,080 | $ 36,605 |
| Grounds Maintenance Worker II | | $3,411.82 | $ 40,942 | $ 23.20 | 173 | 2,080 | 1 | 2,080 | $ 40,942 |
| Sr. Grounds Maintenance | | $3,760.82 | $ 45,130 | | | | | | $ - |
| Grounds Maintenance Supervisor | | $4,208.45 | $ 50,501 | $ 28.61 | 173 | 2,080 | 1 | 2,080 | $ 50,501 |
| Plumber | | | | | | | | | |
| | | | | | | **Subtotal** | | | $ 128,049 |
| Top Step Salary Variance (Note 1) | 2.991% | | | | | | | | $ (3,830) |
| | | | | | | **Total Salaries** | | | $ 124,219 |
| Employee Benefits (Note 2) | 44.656% | | | | | | | | $ 55,471 |
| | | | | | | **Total S&EB** | | | $ 179,690 |
| Services and Supplies (Note 3) | | | | | | | | | $ 5,650 |
| Equipment (C/A) | | | | | | | | | $ - |
| | | | | | | **TOTAL COUNTY DIRECT COSTS** | | | **$ 185,340** |

INDIRECT COSTS

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Overhead | | | | | | | | | $ - |
| | | | | | | **TOTAL COUNTY INDIRECT COSTS** | | | **$ -** |
| | | | | | | **TOTAL COUNTY COSTS** | | | **$ 185,340** |
| **CONTRACTING COSTS** | | | | | | | | | **$ 58,860** |
| **ESTIMATED SAVINGS FROM CONTRACTING** | | | | | | | | | **$ 126,480** |
| **PERCENT OF SAVINGS** | | | | | | | | | **68%** |

**NOTES:**

(1) Based on Auditor-Controller's calculation of 2012-13 Top Step Variance Factor of 2.9909% for ISD (100% - 97.0091%).

(2) Based on Auditor-Controller's calculation of 2012-13 budgeted employee benefits rate $52.275% for ISD, and deducted unemployment insurance, retiree insurance, and disability from the rate to arrive at an avoidable employee benefit rate of 44.656% (52.275% - 0.078% - 6.258% - 1.283% = 44.656%). These amounts were deducted because they are not avoidable costs to the County.

(3) The County assumes the same level of S&S and equipment proposed by the contractors. Excludes the general liability/automobile insurance ($177) and automobile costs ($246) from the contractor's S&S costs (total of $423).

(4) County staffing levels required to provide equivalent levels of service were estimated using Productive Work Hours (PWH) as a basis. The private sector generally uses an annual PWH of 2080, and the County's FY 2012-13 PWH is 1,765 (provided by the Auditor-Controller). The PWH ratio is approximately 1.18 County employees for every 1.0 private sector worker. As a result, we increased the number of County staff required to provide equivalent levels of service by approximately 18%. We reclassified partial positions that resulted from these calculations as a full position, since the County would only employ full-time staff. However, we rounded down for some positions when necessary due to calculations that resulted in immaterial partial positions.

**ATTACHMENT 7**

**ISD - CUSTODIAL DIVISION**
**PROPOSITION A REVIEW FOR LANDSCAPE SERVICES CONTRACTS**
**COMPARISON OF COUNTY'S ESTIMATED AVOIDABLE COSTS TO SEPCO EARTHSCAPE, INC. COSTS**

**REGION 3**

**COUNTY COSTS**

DIRECT COSTS

Salaries

| Classification | Rates | Monthly Top Step Salary | Yearly Salary | Productive Hourly Rate (1.765 hrs.) | Contractor's Proposed Monthly Hours | Contractor's Proposed Yearly Hours Per Position | Number of Employees (FTE) (Note 4) | Contractor's Proposed Yearly Hours | Total |
|---|---|---|---|---|---|---|---|---|---|
| Grounds Maintenance Worker I | | $ 3,050.45 | $ 36,605 | $ 20.74 | 173 | 2,080 | 4 | 8,320 | $ 146,422 |
| Grounds Maintenance Worker II | | $ 3,411.82 | $ 40,942 | $ 23.20 | 173 | 2,080 | 1 | 2,080 | $ 40,942 |
| Sr. Grounds Maintenance | | $ 3,760.82 | | | | | | | $ - |
| Grounds Maintenance Supervisor | | $ 4,208.45 | $ 50,501 | $ 28.61 | 173 | 2,080 | 1 | 2,080 | $ 50,501 |
| Plumber (Note 4) | | $ 6,221.31 | $ 74,656 | $ 42.30 | 139 | 1,663 | 1 | 1,663 | $ 59,725 |
| | | | | | | **Subtotal** | | | $ 297,589 |
| Top Step Salary Variance (Note 1) | 2.991% | | | | | | | | $ (8,901) |
| | | | | | | **Total Salaries** | | | $ 288,689 |
| Employee Benefits (Note 2) | 44.656% | | | | | | | | $ 128,917 |
| | | | | | | **Total S&EB** | | | $ 417,606 |
| Services and Supplies (Note 3) | | | | | | | | | $ 44,736 |
| Equipment (C/A) | | | | | | | | | $ - |
| | | | | | | **TOTAL COUNTY DIRECT COSTS** | | | **$ 462,342** |

INDIRECT COSTS

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Overhead | | | | | | | | | $ - |
| | | | | | | **TOTAL COUNTY INDIRECT COSTS** | | | **$ -** |
| | | | | | | **TOTAL COUNTY COSTS** | | | **$ 462,342** |
| **CONTRACTING COSTS** | | | | | | | | | **$ 287,892** |
| **ESTIMATED SAVINGS FROM CONTRACTING** | | | | | | | | | **$ 174,450** |
| **PERCENT OF SAVINGS** | | | | | | | | | **38%** |

**NOTES:**

(1) Based on Auditor-Controller's calculation of 2012-13 Top Step Variance Factor of 2.9909% for ISD (100% - 97.0091%).

(2) Based on Auditor-Controller's calculation of 2012-13 budgeted employee benefits rate $52.275% for ISD, and deducted unemployment insurance, retiree insurance, and disability from the rate to arrive at an avoidable employee benefit rate of 44.656% (52.275% - 0.078% - 6.258% - 1.283% = 44.656%). These amounts were deducted because they are not avoidable costs to the County.

(3) The County assumes the same level of S&S and equipment proposed by the contractors. Excludes the general liability/automobile insurance ($905) and automobile costs ($420) from the contractor's S&S costs (total of $1,325).

(4) County staffing levels required to provide equivalent levels of service were estimated using Productive Work Hours (PWH) as a basis. The private sector generally uses an annual PWH of 2080, and the County's FY 2012-13 PWH is 1,765 (provided by the Auditor-Controller). The PWH ratio is approximately 1.18 County employees for every 1.0 private sector worker. As a result, we increased the number of County staff required to provide equivalent levels of service by approximately 18%. We reclassified partial positions that resulted from these calculations as a full position, since the County would only employ full-time staff. However, we rounded down for some positions when necessary due to calculations that resulted in immaterial partial positions.

(5) One FTE plumber position shared between Region 1 (8 hours/weekly) and Region 3 (32 hours/weekly).

**ATTACHMENT 7**

**ISD - CUSTODIAL DIVISION**
**PROPOSITION A REVIEW FOR LANDSCAPE SERVICES CONTRACTS**
**COMPARISON OF COUNTY'S ESTIMATED AVOIDABLE COSTS TO MARINA LANDSCAPE, INC. COSTS**

**REGION 4**

**COUNTY COSTS**

DIRECT COSTS

Salaries

| Classification | Rates | Monthly Top Step Salary | Yearly Salary | Productive Hourly Rate (1,765 hrs.) | Contractor's Proposed Monthly Hours | Contractor's Proposed Yearly Hours Per Position | Number of Employees (FTE) (Note 4) | Contractor's Proposed Yearly Hours | Total |
|---|---|---|---|---|---|---|---|---|---|
| Grounds Maintenance Worker I | | $3,050.45 | $ 36,605 | $ 20.74 | 173 | 2,080 | 2 | 4,160 | $ 73,211 |
| Grounds Maintenance Worker II | | $3,411.82 | $ 40,942 | $ 23.20 | | | | | $ - |
| Sr. Grounds Maintenance | | $3,760.82 | $ 45,130 | | | | | | $ - |
| Grounds Maintenance Supervisor | | $4,208.45 | $ 50,501 | $ 28.61 | 173 | 2,080 | 1 | 2,080 | $ 50,501 |
| Plumber | | $6,221.31 | $ 74,656 | $ 42.30 | | | | | $ - |
| | | | | | | **Subtotal** | | | $ 123,712 |
| Top Step Salary Variance (Note 1) | 2.991% | | | | | | | | $ (3,700) |
| | | | | | | **Total Salaries** | | | $ 120,012 |
| Employee Benefits (Note 2) | 44.656% | | | | | | | | $ 53,593 |
| | | | | | | **Total S&EB** | | | $ 173,605 |
| Services and Supplies (Note 3) | | | | | | | | | $ 6,000 |
| Equipment (C/A) | | | | | | | | | $ - |
| | | | | | | **TOTAL COUNTY DIRECT COSTS** | | | **$ 179,605** |

INDIRECT COSTS

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Overhead | | | | | | | | | $ - |
| | | | | | | **TOTAL COUNTY INDIRECT COSTS** | | | **$ -** |
| | | | | | | **TOTAL COUNTY COSTS** | | | **$ 179,605** |

| | |
|---|---|
| **CONTRACTING COSTS** | **$ 156,708** |
| **ESTIMATED SAVINGS FROM CONTRACTING** | **$ 22,897** |
| **PERCENT OF SAVINGS** | **13%** |

**NOTES:**

(1) Based on Auditor-Controller's calculation of 2012-13 Top Step Variance Factor of 2.9909% for ISD (100% - 97.0091%).

(2) Based on Auditor-Controller's calculation of 2012-13 budgeted employee benefits rate $52.275% for ISD, and deducted unemployment insurance, retiree insurance, and disability from the rate to arrive at an avoidable employee benefit rate of 44.656% (52.275% - 0.078% - 6.258% - 1.283% = 44.656%). These amounts were deducted because they are not avoidable costs to the County.

(3) The County assumes the same level of S&S and equipment proposed by the contractors. Excludes the general liability/automobile insurance ($99.97) and automobile costs ($500) from the contractor's S&S costs (total of $599.97).

(4) County staffing levels required to provide equivalent levels of service were estimated using Productive Work Hours (PWH) as a basis. The private sector generally uses an annual PWH of 2080, and the County's FY 2012-13 PWH is 1,765 (provided by the Auditor-Controller). The PWH ratio is approximately 1.18 County employees for every 1.0 private sector worker. As a result, we increased the number of County staff required to provide equivalent levels of service by approximately 18%. We reclassified partial positions that resulted from these calculations as a full position, since the County would only employ full-time staff. However, we rounded down for some positions when necessary due to calculations that resulted in immaterial partial positions.

**ATTACHMENT 7**

**ISD - CUSTODIAL DIVISION**
**PROPOSITION A REVIEW FOR LANDSCAPE SERVICES CONTRACTS**
**COMPARISON OF COUNTY'S ESTIMATED AVOIDABLE COSTS TO MARINA LANDSCAPE, INC. COSTS**

**REGION 5**

**COUNTY COSTS**

DIRECT COSTS

Salaries

| Classification | Rates | Monthly Top Step Salary | Yearly Salary | Productive Hourly Rate (1,765 hrs.) | Contractor's Proposed Monthly Hours | Contractor's Proposed Yearly Hours Per Position | Number of Employees (FTE) (Note 4) | Contractor's Proposed Yearly Hours | Total |
|---|---|---|---|---|---|---|---|---|---|
| Grounds Maintenance Worker I | | $3,050.45 | $ 36,605 | $ 20.74 | 173 | 2,080 | 4 | 8,320 | $ 146,422 |
| Grounds Maintenance Worker II | | $3,411.82 | $ 40,942 | $ 23.20 | | | | | $ - |
| Sr. Grounds Maintenance | | $3,760.82 | $ 45,130 | | | | | | $ - |
| Grounds Maintenance Supervisor | | $4,208.45 | $ 50,501 | $ 28.61 | 173 | 2,080 | 2 | 4,160 | $ 101,003 |
| Plumber | | $6,221.31 | $ 74,656 | $ 42.30 | | | | | $ - |
| | | | | | | **Subtotal** | | | $ 247,424 |
| Top Step Salary Variance (Note 1) | 2.991% | | | | | | | | $ (7,400) |
| | | | | | | **Total Salaries** | | | $ 240,024 |
| Employee Benefits (Note 2) | 44.656% | | | | | | | | $ 107,185 |
| | | | | | | **Total S&EB** | | | $ 347,209 |
| Services and Supplies (Note 3) | | | | | | | | | $ 6,000 |
| Equipment (C/A) | | | | | | | | | $ - |
| | | | | | | **TOTAL COUNTY DIRECT COSTS** | | | **$ 353,209** |

INDIRECT COSTS

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Overhead | | | | | | | | | $ - |
| | | | | | | **TOTAL COUNTY INDIRECT COSTS** | | | **$ -** |
| | | | | | | **TOTAL COUNTY COSTS** | | | **$ 353,209** |

| | |
|---|---|
| **CONTRACTING COSTS** | **$ 296,376** |
| **ESTIMATED SAVINGS FROM CONTRACTING** | **$ 56,833** |
| **PERCENT OF SAVINGS** | **16%** |

**NOTES:**

(1) Based on Auditor-Controller's calculation of 2012-13 Top Step Variance Factor of 2.9909% for ISD (100% - 97.0091%).

(2) Based on Auditor-Controller's calculation of 2012-13 budgeted employee benefits rate $52.275% for ISD, and deducted unemployment insurance, retiree insurance, and disability from the rate to arrive at an avoidable employee benefit rate of 44.656% (52.275% - 0.078% - 6.258% - 1.283% = 44.656%). These amounts were deducted because they are not avoidable costs to the County.

(3) The County assumes the same level of S&S and equipment proposed by the contractors. Excludes the general liability/automobile insurance ($195.84) and automobile costs ($500) from the contractor's S&S costs (total of $695.84).

(4) County staffing levels required to provide equivalent levels of service were estimated using Productive Work Hours (PWH) as a basis. The private sector generally uses an annual PWH of 2080, and the County's FY 2012-13 PWH is 1,765 (provided by the Auditor-Controller). The PWH ratio is approximately 1.18 County employees for every 1.0 private sector worker. As a result, we increased the number of County staff required to provide equivalent levels of service by approximately 18%. We reclassified partial positions that resulted from these calculations as a full position, since the County would only employ full-time staff. However, we rounded down for some positions when necessary due to calculations that resulted in immaterial partial positions.

**ATTACHMENT 7**

**ISD - CUSTODIAL DIVISION**
**PROPOSITION A REVIEW FOR LANDSCAPE SERVICES CONTRACTS**
**COMPARISON OF COUNTY'S ESTIMATED AVOIDABLE COSTS TO AMERICAN HERITAGE LANDSCAPE COSTS**

**REGION 6**

**COUNTY COSTS**

DIRECT COSTS

Salaries

| Classification | Rates | Monthly Top Step Salary | Yearly Salary | Productive Hourly Rate (1,765 hrs.) | Contractor's Proposed Monthly Hours | Contractor's Proposed Yearly Hours Per Position | Number of Employees (FTE) (Note 4) | Contractor's Proposed Yearly Hours | Total |
|---|---|---|---|---|---|---|---|---|---|
| Grounds Maintenance Worker I | | $ 3,050.45 | $ 36,605 | $ 20.74 | 173 | 2,080 | 4 | 8,320 | $ 146,422 |
| Grounds Maintenance Worker II | | $ 3,411.82 | $ 40,942 | $ 23.20 | 173 | 2,080 | 1 | 2,080 | $ 40,942 |
| Sr. Grounds Maintenance | | $ 3,760.82 | $ 45,130 | | | | | | $ - |
| Grounds Maintenance Supervisor | | $ 4,208.45 | $ 50,501 | $ 28.61 | 173 | 2,080 | 1 | 2,080 | $ 50,501 |
| Plumber | | $ 6,221.31 | $ 74,656 | $ 42.30 | | | | | $ - |
| | | | | | | **Subtotal** | | | $ 237,865 |
| Top Step Salary Variance (Note 1) | 2.991% | | | | | | | | $ (7,114) |
| | | | | | | **Total Salaries** | | | $ 230,751 |
| Employee Benefits (Note 2) | 44.656% | | | | | | | | $ 103,044 |
| | | | | | | **Total S&EB** | | | $ 333,795 |
| Services and Supplies (Note 3) | | | | | | | | | $ 20,795 |
| Equipment (C/A) | | | | | | | | | $ - |
| | | | | | | **TOTAL COUNTY DIRECT COSTS** | | | **$ 354,590** |

INDIRECT COSTS

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Overhead | | | | | | | | | $ - |
| | | | | | | **TOTAL COUNTY INDIRECT COSTS** | | | **$ -** |
| | | | | | | **TOTAL COUNTY COSTS** | | | **$ 354,590** |

| | |
|---|---|
| **CONTRACTING COSTS** | **$ 227,148** |
| **ESTIMATED SAVINGS FROM CONTRACTING** | **$ 127,442** |
| **PERCENT OF SAVINGS** | **36%** |

**NOTES:**

(1) Based on Auditor-Controller's calculation of 2012-13 Top Step Variance Factor of 2.9909% for ISD (100% - 97.0091%).

(2) Based on Auditor-Controller's calculation of 2012-13 budgeted employee benefits rate $52.275% for ISD, and deducted unemployment insurance, retiree insurance, and disability from the rate to arrive at an avoidable employee benefit rate of 44.656% (52.275% - 0.078% - 6.258% - 1.283% = 44.656%). These amounts were deducted because they are not avoidable costs to the County.

(3) The County assumes the same level of S&S and equipment proposed by the contractors. Excludes the general liability/automobile insurance ($1,146) and automobile costs ($1,200) from the contractor's S&S costs (total of $2,340).

(4) County staffing levels required to provide equivalent levels of service were estimated using Productive Work Hours (PWH) as a basis. The private sector generally uses an annual PWH of 2080, and the County's FY 2012-13 PWH is 1,765 (provided by the Auditor-Controller). The PWH ratio is approximately 1.18 County employees for every 1.0 private sector worker. As a result, we increased the number of County staff required to provide equivalent levels of service by approximately 18%. We reclassified partial positions that resulted from these calculations as a full position, since the County would only employ full-time staff. However, we rounded down for some positions when necessary due to calculations that resulted in immaterial partial positions.

## Bid Detail Information

**Bid Number :** 104352
**Bid Title :** Landscape Services RFP
**Bid Type :** Service
**Department :** Internal Services Department
**Commodity :** GROUNDS MAINTENANCE: MOWING, EDGING, PLANT (NOT TREE) TRIMMING, ETC.
**Open Date :** 8/15/2012
**Closing Date :** 10/18/2012 1:00 PM
**Bid Amount :** N/A
**Bid Download :** Available
**Bid Description :** The Los Angeles County Department of Internal Services (ISD) is issuing this Request for Proposals (RFP) to solicit proposals from qualified vendors that can provide landscape and other related services at multiple facilities, in one (1) or two (2) Regions, throughout the County of Los Angeles. Facilities are described in the attached Scope of Work (SOW), Exhibit 4. The facilities are located within Los Angeles County, and are grouped into six (6) regions. Services include lawn care, tree and shrub care, weed control, plant and flowerbed care, irrigation system maintenance and other related services. All services to be provided by Contractor are identified in Appendix B, SOW.
**Contact Name :** Lorena Calderon
**Contact Phone# :** (323) 267-2908
**Contact Email :** lcalderon2@isd.lacounty.gov
**Last Changed On :** 8/15/2012 4:59:56 PM

Back to Last Window

**REGISTERED VENDORS LIST FOR**
**LANDSCAPE SERVICES RFP #104352**

| VendorID | Company | Email Address |
|---|---|---|
| 01427369 | REGENTS OF UC | lazear@facnet.ucla.edu |
| 01974501 | SPECIALTY MOWING SERVICE | MHARREL@GMAIL.COM |
| 02700201 | GENERAL SECURITY SERVICE INC | Generalsecinc@aol.com |
| 02870001 | POWERLAND EQUIPMENT, INC. | susan@powerlandequipment.com |
| 03025004 | EWING IRRIGATION PRODUCTS | MCOURTNAGE@EWING1.COM |
| 03121001 | WEST COAST ARBORIST | VGONZALEZ@WCAINC.COM |
| 03162201 | MIDORI GARDENS | midoriscape@sbcglobal.net |
| 03500701 | TRAVERS TREE SERVICE | tts@traverstree.com |
| 03900501 | TRIMMING LAND CO., INC. | sandra@trimmingland.com |
| 04894901 | ENVIRONMENTAL MAINTENANCE CO | timothy@wlcac.org |
| 04916501 | AZTECA LANDSCAPE | rosa@aztecalandscape.com |
| 05109901 | DIVERSIFIED MAINTENANCE | Andre.Nicassio@dmsfacilityservices.com |
| 05188101 | FAR-EAST LANDSCAPE & | FAREASTMOON1@YAHOO.COM |
| 05314001 | CAM SERVICES | daherrera@aol.com |
| 05416401 | BENNETT ENTERPRISES INC | BENNETTLANDSCAPE@COX.NET |
| 05696502 | WOODS MAINTENANCE SERVICES INC | BKW@GRAFFITICONTROL.COM |
| 10013001 | CALIFORNIA ARBOR CARE INC | MIKE@CALARBOR.COM |
| 10042601 | S.C. YAMAMOTO, INC. | SCYJUNIOR@AOL.COM |
| 10068501 | MICHAEL SALDIVAR | MCHLSALDIVAR@YAHOO.COM |
| 10118501 | T.F.R. ENTERPRISES,INC. | ericav@tfrinc.com |
| 10125201 | OROZCO LANDSCAPE AND TREE CO. | JESSE@OROZCOLANDSCAPE.COM |
| 10338601 | TREES R US CO INC | TREESRUS2000@YAHOO.COM |
| 10353601 | SMWM | gsilwal@smwm.com |
| 10434401 | NATURES IMAGE, INC. | dslinger@naturesimage.net |
| 10489601 | GOODWILL INDUSTRIES OF SOUTHERN CALIFORNIA | lhawes@goodwillsocal.org |
| 10489602 | GOODWILL INDUSTRIES OF SOUTHERN CALIFORNIA | lhsiang@goodwillsocal.org |
| 10502201 | BECHTEL PROPERTY SERVICES,INC. | bechtelinc@yahoo.com |
| 10594501 | ALMA GARDENING COMPANY | anaglez1972@yahoo.com |
| 10598601 | CALIFORNIA TREE SERVICE, INC | kevin@caltreeserve.com |
| 10801801 | CREATIVE LANDSCAPING | janemeth@lasd.org |
| 10894101 | WD ENTERPRISE, INC | wdenterprise@msn.com |
| 10910601 | J&M LAND RESTORATION, INC | JMLAND2@AOL.COM |
| 10946701 | THE CHRYSALIS CENTER | stoffr@changelives.org |
| 10951001 | GREAT SCOTT TREE SERVICE, INC. | mscherrei@gstsinc.com |
| 10955601 | LIMCO | vicente@limco.org |
| 11033701 | CENTURY PRODUCTS | Diana@crbtools.com |
| 11043701 | INTELLICEPT | chris@skatestoppers.com |
| 11044101 | TREESMITH ENTERPRISES, INC. | INFO@TREESMITH.NET |
| 11099201 | ENVIRONETICS DEVELOPMENT CORP | rhs@mailibufamilywines.com |
| 11104401 | RONS HAULING & CLEANUP SERVS | RONSSERVICESs@msn.COM |
| 11163401 | ACCENT SERVICE COMPANY, INC. | accentservco@hotmail.com |
| 11175801 | MERCHANTS BUILDING MAINTENANCELLC | mike@mbmonline.com |
| 11207201 | MOSS AMERICA COMPANIES | MACcompanies@aol.com |
| 11263101 | TROPICAL CREATIONS, INC. | chris@tropicalcreations.com |
| 11300101 | LAWNSCAPE SYSTEMS, INC. | carl@lawnscape.com |
| 11448501 | RPW SERVICES INC | kholman@rpwservicesinc.com |
| 11464601 | ACCENT LANDSCAPE, INC. | ROBERT@ACCENTLAND.COM |
| 11498001 | URBAN TREE CARE INC. | rjhender@pacbell.net |
| 11527001 | NEW IMAGE LANDSCAPING CONSTRUC | Darnew@NILC.us |
| 11540401 | SELBERT PERKINS DESIGN | tconverse@spdwest.com |
| 11549001 | MIKE'S SPRAY AND TREE | mspraytree@aol.com |
| 11615201 | DECOR INTERIOR DESIGN | rjackson@designsbydecor.com |
| 11617401 | ISS GROUNDS  CONTROL INC | marcia.miranda@us.issworld.com |
| 11632001 | FYR LANDSCAPING, INC. DBA | haroldy@pierresprinkler.com |
| 11642301 | FRANK MATTISON LANDSCAPE | FRANKMATTISONLANDSCAPE@HOTMAIL.COM |
| 11760401 | MB LANDSCAPING & NURSERY, INC | mb_landscaping@yahoo.com |
| 11904601 | THRIFTY TREE SERVICE, INC. | DAVE@THRIFTYTREESERVICE.COM |
| 12025901 | SAVINGS TREE CARE | mota2020@gmail.com |
| 12037901 | DAWSON'S TREE SERVICES | mckin272611@sbcglobal.net |
| 12038901 | ROBERT LEE LANDSCAPE | lee.r.s@att.net |
| 12231901 | DIETZ HYDROSEEDING CO. | RDIETZ@DIETZHYDROSEEDING.COM |
| 12343601 | ASHBRITT ENVIRONMENTAL LLC | RRAY@ASHBRITT.COM |
| 12366301 | JB JANITORIAL | BertAlmanzar@cableone.net |
| 12426901 | REAL ESTATE CONSULTING & | astrader@consultnserve.com |
| 12432101 | STAY-GREEN, INC. | bsorenson@staygreen.com |
| 12436101 | R MOUNTAIN SERVICES, INC. | g.resources@charter.net |
| 12438401 | ARROWHEAD TREE SERVICE, INC | tknissats@yahoo.com |
| 12488701 | MIKE'S LANDSCAPING CO. | mikeslandscape2003@yahoo.com |

| | | |
|---|---|---|
| 12498301 | A & M TREE SERVICE CORPORATION | amtreecorp@aol.com |
| 12564301 | S.SARKISSIAN CO | sarkissi4@aol.com |
| 12607701 | MFD ENTERPRISES, INC. | mfdenterprises1@yahoo.com |
| 12653901 | SHANE W FONE | hoteldrummer@msn.com |
| 12722801 | SIMON'S POWER EQUIPMENT, INC. | contact@simonspower.com |
| 12760501 | ALLSTAR LANDSCAPE SERVICES | allstarlandscapes@yahoo.com |
| 12844201 | ISLAND MOUNTAIN TREE AND PLANT | RICK@ISLANDMOUNTAINTREE.COM |
| 12858601 | SPRAGUE CONSULTANTS, INC. | steve@spragueconsultants.com |
| 12918801 | JUAN MUNOZ | JM_LANDSCAPING@HOTMAIL.COM |
| 12927401 | PAN AMERICAN BRUSH CLEARANCE | eddie@panamericanbrushclearance.com |
| 12928301 | TORIBIO'S LANDSCAPE | jtoribio2@verizon.net |
| 12952701 | KELLEY TREE SPECIALISTS | TRTraining@aol.com |
| 13001001 | JEROME SMITH ARBORICULTURE | JSMITH67@MAC.COM |
| 13057501 | ENVIRONMENTAL LANDSCAPE DESIGN | rleldc@yahoo.com |
| 13059501 | TAYLOR MADE LANDSCAPE | taylormadelds@aol.com |
| 13071701 | NORTH HILLS LANDSCAPE AND TREECOMPANY | Landscapeman@verizon.net |
| 13072901 | PRUNIN ARBORICULTURE INC | MANUEL@PRUNIN.COM |
| 13081901 | LANDSCAPE ASSOCIATES INC | landcomaint@msn.com |
| 13082901 | GOMEZ LANDSCAPE DESIGN | gomezlandscape@sbcglobal.net |
| 13104101 | LAND CREATIONS | alfonso@landcreations.net |
| 13123601 | E P MAINTENANCE | epmaintenance@hotmail.com |
| 13131001 | NEW VISION | mannyg_ls@hotmail.com |
| 13132901 | TREE ELEMENTS INC | kisbister@treeelements.com |
| 13140601 | BAS ASSOCIATES CONSTRUCTION | azukaeegun@yahoo.com |
| 13153601 | LARC INCORPORATED | lthomas@larcinc.net |
| 13161001 | NOON PRODUCTIONS, LLC | oma@noon-productions.com |
| 13163401 | REVUELTAS LANDSCAPE INC. | Margarita4fred@yahoo.com |
| 13167901 | ARBOR PLUS CO. | Tonmac888@yahoo.com |
| 13193901 | COMPLETE LANDSCAPE CARE,INC. | steve@completelandscapecareinc.com |
| 13230301 | A-ABSOLUTE TRACTOR | a_absolutetsi@verizon.net |
| 13237201 | G COAST CONSTRUCTION INC. | ezlev@hotmail.com |
| 13252801 | SOTERO FERNADEZ TREE CARE INC | sftreecare@aol.com |
| 13272101 | AMIGOS DE LOS RIOS | claire@amigosdelosrios.org |
| 13276101 | BRIGADIER CORP. | brigadiercorp@verizon.net |
| 13277901 | CLARK & GREEN ASSOC. | klange@clarkgreen.com |
| 13312601 | TREE PRESERVATION, INC. | david@treepreservationinc.com |
| 13339701 | OAKRIDGE LANDSCAPE INC | jason@oakridgelandscape.net |
| 13352001 | AVALON LANDSCAPE, INC | info@avalonlandscaping.com |
| 13353401 | ALD LANDSCAPE & MAINTENANCE | ALD999@aol.com |
| 13461801 | RAMON TELLEZ | salazarpark@yahoo.com |
| 13575701 | MYTHOGRAPH, INC. | khk@mythograph.com |
| 13600301 | ALL ABOUT TREES | allabouttrees81@aol.com |
| 13696801 | PRIDE INDUSTRIES | hkirkpatrick@prideindustries.com |
| 13708001 | COMPLETE GARDENING & LANDSCAPECG&L | ROBLEDO_EDGAR@YAHOO.COM |
| 13795201 | PHILLIPS AND JORDAN INC | mwasgatt@PANDJ.COM |
| 13811401 | UNIVERSO CLEANING INC. | atorres@universocleaning.biz |
| 13848501 | TRI VALLEY LANDSCAPE | wjallison@tvlm.com |
| 13879501 | TONY MACIAS TREE EXPERTS CO | tonmac888@yahoo.com |
| 13909001 | GHARMONY, INC. | calpestmgmt@yahoo.com |
| 13926201 | ARCHER LANDSCAPE SERVICES | LDAVID4@YAHOO.COM |
| 13952501 | THE ORIGINAL MOWBRAYS | steve@mowbrays.com |
| 13976401 | ADVANCED SYNTEC | josh@advancedsyntec.com |
| 13992901 | SIGNATURE CONSULTING | Signature@starstream.net |
| 14020801 | DESERT SKY LANDSCAPING MAINT | dadzbrown@msn.com |
| 14053601 | BRAINWORKS, INC. | erin@adamsbrainworks.com |
| 14122401 | THE LEAF & PETAL CO. | theleafandpetal@gmail.com |
| 14137501 | DESERT LANDSCAPE | davidr2007@sbcglobal.net |
| 14144701 | SWAYZER'S INC. | swayz4@aol.com |
| 14151001 | ASPLUNDH ENVIRONMENTAL SERVICE | plee@asplundh.com |
| 14152501 | SOUTHERN CALIFORNIA TREE & LANSOUTHERN CALIFORNIA GARDEN | SCTRUSSELL@YAHOO.COM |
| 14154001 | ARBORWORKS, INC. | dmcintyre@arborworksinc.com |
| 14163001 | SIERRA LANDSCAPE | john@sierralandscape.com |
| 14166301 | JAMES J DEGUIRE WEED ABATEMENT | daltonca@verizon.net |
| 14171101 | PANTERA ENTERPRISES INC | edgbjung@yahoo.com |
| 14195401 | RICHAN LANDSCAPE & MAINTENANCE | richanlandscape@aol.com |
| 14196001 | CALIFORNIA CREATIONS | dana@calcreations.org |
| 14196601 | FALLEN LEAF TREE SERVICE, INC. | receptionist@fallenleaftree.com |
| 14198401 | WASHBURN GROVE MANAGEMENT INC. | grovemgmt@aol.com |
| 14198701 | BRADCO INDUSTRIAL CORP | BRAD@BRADCOENVIRONMENTAL.COM |
| 14199401 | ARK CONTRACTOR COMPANY | info@arkcontractorcompany.com |
| 14214301 | RIVERA'S LAWNMOWER SHOP | luis@riveraslawnmowershop.com |
| 14235801 | ARROWHEAD ENERPRISES, INC. | VVLEADER@MSN.COM |

| | | |
|---|---|---|
| 14260901 | ITALIAN COUNTRY HOME, LLC | chris@italiancountryhome.com |
| 14282001 | THE PAR 3 GROUP | richie@revrichie.com |
| 14286501 | SAFETY ZONE | ADAM@MAYREALTYADVISORS.COM |
| 14304101 | ARLENE HOPKINS | ARLENE.HOPKINS@GMAIL.COM |
| 14319401 | ROLEY ASSOCIATES, INC. | roleyandassociates@gmail.com |
| 14322401 | AZURE CREATIONS | AZURE_CREATIONS@VERIZON.NET |
| 14328901 | GREEN LEAF GTH | SERVICE@GREENLEAFTREES.COM |
| 14339501 | BC TREE SERVICE | BCTREESERVICE@HOTMAIL.COM |
| 14349601 | LECHUGA TREE SERVICE INC. | mrluislechuga@hotmail.com |
| 14365701 | LCG BUSINESS DEVELOP. CORP | LORIROBINSON@LCGOFCALIFORNIA.COM |
| 14367101 | HONDO COMPANY INC. | hondoco@gmail.com |
| 14380701 | LANDSCAPE CONSERVATION | ackirkeby@lcs7.com |
| 14395501 | CALIFORNIA SPIRIT SERVICES | RICH8167@AOL.COM |
| 14414801 | SHANE'S INSPIRATION | kathy@shanesinspiration.org |
| 14434301 | WILDSCAPE RESTORATION, INC. | NOREEN@WILDSCAPERESTORATION.COM |
| 14455801 | SINGH GROUP INC | ADOLF.SINGH@SINGHGROUPINC.COM |
| 14475201 | IGI'S LANDSCAPE SERVICES | igi@igislandscape.com |
| 14498301 | B & J TREE SERVICE | bandjtreeservice@hotmail.com |
| 14499401 | POIEMA LANDSCAPE INC. | jsalcedo@poiemalandscape.com |
| 14507401 | MARINA LANDSCAPE, INC. | maintenance@marinaco.com |
| 14518501 | ALPHA SCAPES, INC. | ASCAPES@VERIZON.NET |
| 14523201 | ALL THE VIEW LANDCAPING | hernandez.juan36@yahoo.com |
| 14525101 | OAK SPRINGS NURSERY INC | mc@oaksprings.com |
| 14533701 | LNL CORPORATION | alokn@lnlcorp.com |
| 14538601 | THE ANGEL SEED FOUNDATION | nikkia@angelseedfoundation.org |
| 14546701 | TREE PROS INC. | george@treepros.com |
| 14562401 | MICHAEL HU DESIGN & BUILD CONS | adam@mh-dc.com |
| 14588801 | PRIDE INDUSTRIES | lblaszyk@prideindustries.com |
| 14591401 | ALEXANDER'S TREE SERVICE, INC. | contractoreric@hotmail.com |
| 14613301 | AGRO-TECH LANDSCAPE CO., INC. | info@agrotechlandscaping.com |
| 14620301 | KING INDUSTRIAL PRODUCTS, INC. | kingfasteners@verizon.net |
| 14632101 | HB DIAMOND SERVICES, INC. | melissa@burnardgroup.com |
| 14634701 | AMERICAN CAPITAL ACQUISITIONS | Americapital@live.com |
| 14647801 | LANDSCAPE TECHNOLOGIES | eric@landscape-technologies.com |
| 14652001 | WESTERN SLOPE FORESTRY, INC. | westernslopeforestry@verizon.net |
| 14694501 | ECOLOGICAL LLC | ENCINO@1800GOTJUNK.COM |
| 14697301 | BIG STAR MAINTENANCE | BIGSTARMAINTENANCE@LIVE.COM |
| 14697801 | ALLIANCE LAND CARE INC | parker.jim@hotmail.com |
| 14698001 | WESTERN STATES RECLAMATION | creid@wsreclamation.com |
| 14698501 | ELITE LANDSCAPING, INC. | RTIPTON@ELITELANDSCAPINGINC.COM |
| 14709201 | NATIONWIDE ARBORICULTURE SERVICOMMERCIAL TREE CARE | COMMERCIALTREECARE@CA.RR.COM |
| 14710201 | ROCK BOTTOM, INC. | cselnick@sbcglobal.net |
| 14794101 | JOSE Q RAMIREZ | alliedbuildingservices@yahoo.com |
| 14795901 | BRAD KAISER INC | bradkaiser@hotmail.com |
| 14807101 | Z&T VENTURES, INC. | SERVICE_SCAPE@VERIZON.NET |
| 14821701 | SALINAS LANDSCAPING AND | SALINASLANDSCAPE@CA.RR.COM |
| 14822501 | DIVERSIFIED LANDSCAPE | rick@diversifiedlandscape.com |
| 14822701 | SC LANDSCAPE CONSTRUCTION, INC | kgill@dslextreme.com |
| 14835501 | JOSEPH D CHRISTMAN | westcoasttreeco@sbcglobal.net |
| 14838401 | JERRY L STOUT | JERRY@NEEDAYARD.COM |
| 14843001 | CONEJO CREST LANDSCAPE | dstein@conejocrest.com |
| 14845401 | PBMS INC PREMIER | PBMS@PACBELL.NET |
| 14901401 | STONECREEK, INC. | MIKE@STONECREEKLANDWORKS.COM |
| 14904501 | COMMSCAPE INC | ENRIQUEG@COMMSCAPEINC.COM |
| 14905301 | BLACKSTONE CONSULTING, INC. | terissa@blackstone-consulting.com |
| 14919401 | JMART GROUP USA | JMARTZ@ABC-SUB.COM |
| 14932501 | AQUATIC DESIGN GROUP | jswick@aquaticdesigngroup.com |
| 14947001 | PERFECT PLANTS LANDSCAPE | JOSHUA@PERFECTPLANTS.COM |
| 14950901 | ROBERT D GOSS | WILDTREESE@AOL.COM |
| 14951301 | WILLIAM T GREGORY | WTGREG@UCLA.EDU |
| 14989601 | SO CAL TREE CARE INC | info@socaltreecare.com |
| 15012201 | VERONICA MEJIA | VMBLUEDIAMONDLANDSCAPE@GMAIL.COM |
| 15016901 | ROBERT CAMARGO | BOB@3D-LANDSCAPING.COM |
| 15017201 | AMERICAN LANDSCAPE, INC. | jstrauss@americanlandscape.com |
| 15026601 | CAMPESINOLANDSCAPEINC. | CAMPESINOLAND@VERIZON.NET |
| 15027701 | SUMAK, INC. | GOYO59@AOL.COM |
| 15042301 | HUNT IRRIGATION INC | info@huntirrigation.com |
| 15088201 | T.G. DESIGNSCAPES | TGDESIGNSCAPES@YAHOO.COM |
| 15091901 | HARMIN SERVICES NO 1 INC | gsa@hartjobs.com |
| 15099301 | H D R CORPORATION | HDR@HDRCORP.NET |
| 15110901 | JN LANDSCAPING & MAINTENANCE | JNLANDSCAPING01@YAHOO.COM |
| 15112401 | LAND MECHANICS, INC. | bryon@landmechanics.com |

| | | |
|---|---|---|
| 15145901 | BRANDON'S LANDSCAPES INC | BRANDONSLANDSCAPING@VERIZON.NET |
| 15154401 | INTEGRITY TREE,BRUSH AND HAUL | Suzettepiro@gmail.com |
| 15175501 | DG LANDWORKS INC | OFFICE@DGLANDWORKS.COM |
| 15180301 | LANGI TREE AND LANDSCAPING | kika_mts@sbcglobal.net |
| 15184001 | TERRONES CONTRACTING | RT@TERRONESCONTRACTING.COM |
| 15203001 | GUIDTEC INC | GUIDTEC@MSN.COM |
| 15220601 | MERCHANTS LANDSCAPE | MARK@MERCHANTSLANDSCAPE.COM |
| 15249401 | KARRY R WENDEL | KARRY@CLEANCUTLAND.COM |
| 15267101 | CHRISO'S TREE TRIMMING | CHRISOLEE@ATT.NET |
| 15269401 | VIRAMONTES EXPRESS | suzanamarie12@aol.com |
| 15273201 | NATURAL WONDERS TREES INC | NWTREESERVICE@SBCGLOBAL.NET |
| 15277901 | CHARLES T ANDREWS | CTAICHARLES@EARTHLINK.NET |
| 15278801 | ROLLING GREEN INC | IRMA@RGTREECARE.COM |
| 15279801 | OC SEVEN INC | ROB@PRUNIN.COM |
| 15288601 | DOUGLAS FREDRIKSON ARCHITECTS | ALEXD@DFARCHITECTS.COM |
| 15299401 | PINNACLE HOLDINGS GROUPDBA PINNACLE LANDSCAPE COMPANY | peterg@plc1.net |
| 15316401 | PAMELA BURTON & COMPANY | office@pamelaburtonco.com |
| 15322801 | GREEN LIFE TREE SERVICE | mariam@greenlifelandscape.com |
| 15325201 | PLEINAIRE DESIGN GROUP, INC. | creason@pleinairedg.com |
| 15341801 | ARBOR CARE, INC. | info@arborcareinc.net |
| 15365901 | JMJ INTNL. GREENFIELDLANDSCAPING & MAINT | gflm2000@hotmail.com |
| 15381701 | LOS GATOS INC. | fabian@losgatoslandscape.com |
| 15390501 | TANIA GYBELSENVIRONMENTAL CONCEPT | dayna@envconcept.com |
| 15391201 | JIMMIE'S TREE SERVICE | jimmiestreeservice@gmail.com |
| 15434701 | ORBITAL MAINTENANCE ANDCONSTRUCTION, INC. | orbital.construction@gmail.com |
| 15451001 | SOUTHWEST HERITAGECONSTRUCTION | allegrok@pacbell.net |
| 15495701 | WEST COAST LOT RESTORATION CO. | paulettefifty@yahoo.com |
| 15503901 | ACCESS PACIFIC, INC. | tomas@accesspacificinc.com |
| 15524201 | NEW IMAGE LANDSCAPING INC. | info@newimagecorp.com |
| 15527501 | R&C TREE COMPANY | chrisnmelis@sbcglobal.net |
| 15533501 | THOMAS GRIEGO ECOVIEW LANDSCAPING | griegotom@yahoo.com |
| 15544601 | SOCIAL ECOLOGICAL ENVIRON DESIGN GP INC SEED INC | info@seedgroupla.com |
| 15545101 | AMERICAN FAMILY HOUSING PINE HILL LANDSCAPING | PineHillLandscaping@yahoo.com |
| 15549501 | JOE BENIGNO TREE SERVICE INC. | joe@benignobiomass.com |
| 15587801 | PACIFIC RESTORATION GROUP, INC | JRichards@prgconst.com |
| 15595801 | BMC LANDSCAPE | info@bmclm.com |
| 15639801 | ELAINE RENE WEISSMANERW DESIGN | elaine@erwdesign.com |
| 15662501 | REGENERATIVE DESIGN STUDIOS | info@rdsla.com |
| 15679301 | GOLDEN WEST ARBOR SERVICES INC. | JESSE@GOLDENWESTARBORSERVICES.COM |
| 15689501 | EQUERY INC | ecconotreecare@yahoo.com |
| 15704401 | ANTHOS LANDSCAPE INC | elisabeth.siapin@anthoslandscape.com |
| 15709201 | DERREK STEWART LANDSCAPE DESIGN & CONSTRUCTION | Landscapes.dstewart@verizon.net |
| 15717401 | CBJ BUILDING MAINTENANCE | cbjbuilding@sbcglobal.net |
| 15756001 | GARDEN OF EVA LANDSCAPE DESIGN GROUP | eknoppel@garden-of-eva.com |
| 15758201 | MARCELLO R MOSCOZO | mrmoscozo@yahoo.com |
| 15784101 | THE FRAMERY, RJR ASSOCIATES | rjrmail@earthlink.net |
| 15818501 | SOUTH BAY LANDSCAPING INC | southbaylandscape@yahoo.com |
| 15876101 | HIGHLAND PACIFIC LANDSCAPE | HighlandPac@gmail.com |
| 15877301 | AMERICAN ESTATE LANDSCAPE DESIGN AND CONSTRUCTION | americanestatelandscaping@gmail.com |
| 15877901 | AESTHETIC TREE | aesthetictree@sbcglobal.net |
| 15880601 | MASTER COMPANIES, LLC DBA MASTER LANDSCAPE SERVICES | info@masterlandscapeservices.com |
| 15890701 | BRAD KAISER INCORPORATED | bradkaiser@hotmail.com |
| 15915701 | FLORAL PALACE LANDSCAPE | floralpal@aol.com |
| 15950301 | TRANSFORMED CONSTRUCTION INC | jpleblanc@transformedconstruction.com |
| 15973401 | CONGER MOSS GUILLRD INC | ihamilton@cmgsite.com |
| 16001601 | AZTEC LANDSCAPING, INC. | amartinez@azteclandscaping.com |
| 16002301 | SCHMIDT DESIGN GROUP, INC. | jjustus@schmidtdesign.com |
| 16003201 | GABRIEL´S TREE SERVICES AND LANDSCAPING | gabriel@gabrieltreeservices.com |
| 16024901 | WILLOWBROOK LANDSCAPE INC. | nickalvarado68@gmail.com |
| 16039501 | CASA VERDE LANDSCAPE MAINTENANCE CORPORATION | t.bliven@casaverdelandscape.net |
| 16082601 | WIEDMANN BROS. DISTRIBUTING CO., LLC | sales@wiedmannbros.com |
| 16086301 | HASSON'S LANDSCAPING | DHlandscapingandtree@gmail.com |
| 16091601 | WE SERVICE AMERICA, INC. | mhfarman@aol.com |
| 16097601 | THE OAKS TREE SERVICE | office.theoakstree@gmail.com |
| 16109201 | VIRAMONTES EXPRESS INC. | ViramontesXpress@msn.com |
| 16124701 | CASTANEDA'S TREE TRIMMING | peter.castaneda@hotmail.com |
| 16144701 | SUNSET INDUSTRIES | mlong@sunsetind.com |
| 16144801 | VENCO WESTERN | rarcher@vencowestern.com |
| 16154701 | RON WIKHOLM WEED ABATEMENT | rrwik@yahoo.com |
| 16178201 | ISLAND POPPY PLANT CARE | Meriam@islandpoppy.com |
| 16189101 | PARGA TREE SERVICE, INC | pargatreeservice@gmail.com |
| 16225801 | LOS ANGELES INFRASTRUCTURE ACADEMY | marcus@generationwater.org |

| | | |
|---|---|---|
| 16256801 | MEMO LANDSCAPES INC. | memo@memoandco.com |
| 16289601 | NEWWESTLANDSCAPING | newwestlandscaping@yahoo.com |
| 16320401 | ECOTECH SERVICES | dplascencia@ecotechservices.net |
| 16324101 | SIERRA MADRE LANDSCAPE CO | SML18@verizon.net |
| 16326301 | MY TOUCH GARDENING | duanae@aol.com |
| 16329101 | SANTA MARGARITA CONSTRUCTION CORP. | jb@brukiewicz.com |
| 16331201 | MIHYUN NO I | hector@cleandrygreen.com |
| 16336801 | SWEETWATER TREE SERVICE | PorterEdward@msn.com |
| 16347601 | FAIRWAY LANDSCAPE & IRRIGATION INC. | maintenance@fairway-landscape.com |
| 16351401 | SAA ASSOCIATES | segun@saaassociates.com |
| 16352801 | FUTURE LANDSCAPE MAINTENANCE | luis.futurelandscape@yahoo.com |
| 16373701 | AQUATIC LIFE FEDERATION | jason.aqf@gmail.com |
| 50312901 | MARIPOSA LANDSCAPES, INC. | Terry@mariposahorticultural.com |
| 50314701 | WURZEL LANDSCAPE | wurlan@aol.com |
| 50374001 | SUNRISE LANDSCAPE CO INC | MartinezKomodo@Verizon.net |
| 50393801 | LAWRENCE R. MOSS & ASSOCIATES | larry@lrmassoc.com |
| 50450901 | URS CORPORATION | Randy.Paulson@urs.com |
| 50551601 | L. BARRIOS & ASSOCIATES, INC. | barrioslandscape@yahoo.com |
| 50587801 | LEONARD CHAIDEZ INC. | LCHAIDEZ@EARTHLINK.NET |
| 50613501 | PURKISS.ROSE-RSI | card@purkiss-rose-rsi.com |
| 50649201 | CUT N EDGE INC. | cutn@aol.com |
| 50704901 | PARKWOOD LANDSCAPE MAINT., INC | dmelito@parkwoodlandscape.com |
| 50873802 | AMERICAN GOLF CORPORATION | Sbourgeois@americangolf.com |
| 50886701 | GARDNER TRACTOR SERVICE | gardnertractor@aol.com |
| 50889101 | PESTMASTER SERVICES, INC. | contracts@pestmaster.com |
| 50909601 | GREEN TECH | GREENTECHONLINE@VERIZON.NET |
| 50918101 | CAL ARBORIST COMPLETE TREE CA RE INC | josh@californiaarborist.com |
| 51134101 | SIAPIN HORTICULTURE | daniels@siapin.com |
| 51299701 | SEPCO EARTHSCAPE INC | Sepcoearthscape@aol.com |
| 51427501 | ROY'S FLOWER GARDENS | SAILINGTHEPACIFIC@YAHOO.COM |
| 51433701 | CACHO LANDSCAPE | david@cachomaintenance.com |
| 51605201 | TATSUMI & PARTNERS INC | EMAIL@TATSUMIANDPARTNERS.COM |
| 51754901 | GROUNDWORKS LANDSCAPE INC | mlujan@groundworks.ws |
| 51890301 | SYSTEMS MANAGEMENT, INC. | systemsmgmt@dellnet.com |
| 51984101 | NEW TIP TOP ARBORISTS INC | TAMRA@TIPTOPARBORISTS.COM |
| 51988101 | CALIFORNIA CONSERVATION CORPS | shjones@ccc.ca.gov |
| 52011001 | INSIGHT ENVIRONMENTAL | bids@ieeci.com |
| 52063201 | GEORGE SALINAS TREE | salinasherrera@aol.com |
| 52074001 | CALIFORNIA WESTERN ARBORISTS | cwaoff@aol.com |
| 52357701 | MUNOZ LANDSCAPE INC | MONICASNURSERY@GMAIL.COM |
| 52439101 | VILLA ESPERANZA SERVICES | blue70211@yahoo.com |
| 52514001 | PREMIER BUILDING MAINTENANCE | PBMS@PACBELL.NET |
| 52528901 | ACE TREE SERVICE | ACETREESERVICE@VERIZON.NET |
| 52607901 | TRUGREEN LANDCARE | SANDRA_AGUILAR@LANDCARE.COM |
| 52607903 | TRUGREEN LANDCARE | pam_mills@landcare.com |
| 52607904 | TRUGREEN LANDCARE | megan_amick@landcare.com |
| 52640201 | AC HORTICULTURE MANAGEMENT | achortico@aol.com |
| 52697001 | ROY BOAK TREE SERVICE | royboaktreeservice@sbcglobal.net |
| 52730101 | RESOURCE CONSERVATION DISTRICTOF THE SANTA MONICA MOUNTAINS | JHENDRA@RCDSMM.ORG |
| 52885701 | GRACE BUILDING MAINTENANCE CO. | GRACEBUILDING@SBCGLOBAL.NET |
| 52887901 | UNITED PACIFIC SERVICES | GUS@UNITEDPAC.COM |

Note: The following commodity codes are included: **98836** – Grounds Maintenance: Mowing, edging, plant (not tree) trimming, etc., **98852** - Landscaping Design, Fertilization, Planting, etc., **98888** – Tree Trimming and Pruning Services

**ATTACHMENT 10**

## LANDSCAPE SERVICES
## FIRM/ORGANIZATION INFORMATION AS PROVIDED BY CONTRACTORS

| FIRM INFORMATION | | American Heritage Landscape LP | Far East Landscape & Maintenance Inc. | Marina Landscape Inc | Sepco Earthscape, Inc. |
|---|---|---|---|---|---|
| **Cultural/Ethnic Composition** | | Number | Number | Number | Number |
| OWNERS/PARTNERS | Black/African American | | | | |
| | Hispanic/Latino | | | | |
| | Asian or Pacific Islander | | 1 | | |
| | American Indian | | | | |
| | Filipino | | | | |
| | White | 4 | | 1 | 2 |
| | Women (included above) | 1 | | | 1 |
| MANAGER | Black/African American | | | | |
| | Hispanic/Latino | 2 | 2 | 55 | |
| | Asian or Pacific Islander | | 1 | 5 | |
| | American Indian | | | | |
| | Filipino | | | | |
| | White | 9 | | 17 | |
| | Women (included above) | 2 | 1 | 10 | |
| STAFF | Black/African American | 1 | | | |
| | Hispanic/Latino | 199 | 14 | 385 | |
| | Asian or Pacific Islander | 2 | | 12 | |
| | American Indian | | | | |
| | Filipino | | | | |
| | White | 11 | | 25 | 30 |
| | Women (included above) | 3 | | 92 | |
| **TOTAL # OF EMPLOYEES** | | 228 | 18 | 500 | 32 |
| | | | | | |
| **BUSINESS STRUCTURE** | | Partnership | Corporation | Corporation | Corporation |
| **COUNTY CERTIFICATION** | | NO | NO | NO | NO |
| **CBE** | | NO | NO | NO | NO |
| **LSBE** | | NO | YES | NO | YES |
| **OTHER CERTIFYING AGENCY** | | N/A | MTA Minority Owned certification | N/A | State of CA Small Business (SB) |