



GAIL FARBER, Director

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331

<http://dpw.lacounty.gov>

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

May 13, 2014

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

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

35 May 13, 2014

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**AWARD OF CONTRACT FOR LANDSCAPE MAINTENANCE SERVICE FOR
WATERWORKS DISTRICTS 36, 37, AND 40 FACILITIES IN THE
UNINCORPORATED COUNTY COMMUNITIES OF ACTON,
HASLEY CANYON, HI VISTA, LAKE LOS ANGELES, LANCASTER,
LITTLE ROCK, PALMDALE, PEARBLOSSOM, AND VAL VERDE
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)**

SUBJECT

This action is to award a contract for Landscape Maintenance Service for Waterworks Districts 36, 37, and 40 Facilities in the unincorporated County communities of Acton, Hasley Canyon, Hi Vista, Lake Los Angeles, Lancaster, Little Rock, Palmdale, Pearblossom, and Val Verde.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the contract work is categorically exempt from the provisions of the California Environmental Quality Act.
2. Find that this service can be more economically performed by an independent contractor than by County of Los Angeles employees.
3. Award a contract to Rich Meier's Landscaping, Inc., for Landscape Maintenance Service for Waterworks Districts 36, 37, and 40 Facilities in the annual sum of \$144,972, which includes \$55,000 to repair and/or modify landscape and/or irrigation service in accordance with the contract, and instruct the Chairman to execute the contract. This contract will commence on July 1, 2014, or upon the Board's approval, whichever occurs last, for a term of 1 year with four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 66

months.

4. Authorize the Director of Public Works or her designee to increase the contract amount up to an additional 10 percent of the contract sum for the initial one-year term and to annually increase the contract amount up to an additional 10 percent of the annual contract sum for renewal option years for unforeseen, additional work within the scope of the contract, if required.

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

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to provide landscape maintenance service for Waterworks Districts 36, 37, and 40 facilities within the Antelope Valley area. The work to be performed will consist of, but is not limited to: the maintenance of turf, ground cover, shrubs, and trees; routine application of fertilizers and chemicals; maintenance of irrigation systems; and removal of litter from walkways and landscaped areas. The Department of Public Works has contracted for this service since 2003.

Implementation of Strategic Plan Goals

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

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The annual contract sum is \$144,972, which includes \$55,000 to repair and/or modify landscape and/or irrigation service in accordance with the contract, plus 10 percent of the annual contract sum for unforeseen, additional work within the scope of the contract. This amount is based on Public Works' estimated annual requirements for the service at the unit rates quoted by the contractor.

Public Works successfully negotiated with the contractor to reduce their annual price by \$243.32 without adding extension years or reducing service.

Funding for this service is available in the Los Angeles County Waterworks Districts 36, 37, and 40 recommended Fiscal Year 2014-15 General Fund Budgets. Funding for the contract's option years and 10 percent additional funding for contingencies will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contractor for Landscape Maintenance Service for Waterworks Districts 36, 37,

and 40 Facilities is Rich Meier's Landscaping, Inc., located in Lancaster, California. This contract will commence on July 1, 2014, or upon the Board's approval, whichever occurs last, for a period of one year. With the Board's delegated authority, the Director of Public Works or her designee may renew this contract for four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 66 months.

This contract has been executed by Rich Meier's Landscaping, Inc., and approved as to form by County Counsel (Enclosure A). The recommended contract was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements. The contractor is in compliance with the requirements of the Chief Executive Officer and the Board.

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

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

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

Pursuant to the applicable memorandum of understanding, the Request for Proposals (RFP) for this contracted service was submitted on November 19, 2013, to the appropriate union for review. The union has not asked to meet with Public Works regarding this solicitation.

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

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

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

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

ENVIRONMENTAL DOCUMENTATION

This service is categorically exempt from the provisions of the California Environmental Quality Act (CEQA). This service is within a class of projects that has been determined not to have a significant effect on the environment in that it meets the criteria set forth in Section 15301 (h) of CEQA.

CONTRACTING PROCESS

On November 20, 2013, Public Works solicited proposals from 333 independent contractors and community business enterprises to accomplish this work. Also, a notice of the RFP was placed on the County's "Doing Business With Us" website (Enclosure B), and an advertisement was placed in the Los Angeles Times.

On December 18, 2013, five proposals were received for Landscape Maintenance Service for Waterworks Districts 36, 37, and 40 Facilities. The proposals were first reviewed to ensure they met the minimum requirements in the RFP. One proposal was disqualified for not meeting the minimum requirements of the RFP. The remaining four proposals met the minimum requirements and were then evaluated by an evaluation committee consisting of three staff from Public Works. The evaluation was based on criteria detailed in the RFP, which included price, experience, work plan, financial resources, references, and demonstrated controls over labor/payroll record keeping. The committee utilized the informed averaging methodology for applicable criteria. Based on this evaluation, it is recommended that this contract be awarded to the highest-rated, lowest-cost, apparent responsive and responsible proposer, Rich Meier's Landscaping, Inc.

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

CONCLUSION

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

The Honorable Board of Supervisors

5/13/2014

Page 5

Respectfully submitted,

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

GAIL FARBER

Director

GF:GZ:cg

Enclosures

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

Agreement

BOARD EXECUTE



BY AND BETWEEN

THE COUNTY OF LOS ANGELES,
DEPARTMENT OF PUBLIC WORKS

AND

RICH MEIER'S LANDSCAPING, INC.

FOR

LANDSCAPE MAINTENANCE SERVICE FOR WATERWORKS
DISTRICTS 36, 37, AND 40 FACILITIES (2013-PA029)

78164

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EXHIBIT F Performance Requirement Summary

AGREEMENT FOR
LANDSCAPE MAINTENANCE SERVICE FOR WATERWORKS DISTRICTS 36, 37,
AND 40 FACILITIES (2013-PA029)

THIS AGREEMENT, made and entered into this 13th day of May, 2014, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and RICH MEIER'S LANDSCAPING, INC., a California corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on December 18, 2013, hereby agrees to provide services as described in this Contract for Landscape Maintenance Service for Waterworks Districts 36, 37, and 40 Facilities (2013-PA029).

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

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2.1, an amount not to exceed \$144,972 per year which includes \$55,000 to repairs and/or modify landscape and/or irrigation service in accordance with the contract or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: This Contract's initial term shall be for a period of one year commencing on July 1, 2014 or upon Board approval whichever occurs last. The COUNTY shall have the sole option to renew this Contract term for up to four additional one-year periods and a month-to-month extension up to six months, for a maximum potential contract term of 66 months. Each such option shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full one year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

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

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

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

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

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

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

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

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

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

THIRTEENTH: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

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



COUNTY OF LOS ANGELES

By

Don Krabe

Chairman, Board of Supervisors

ATTEST:

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

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

By

Carla Little

Deputy

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

By

Carla Little

Deputy

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By

Carole Suzuki

Deputy

RICH MEIER'S LANDSCAPING, INC.

By

[Signature]

Its President

Richard Meier

Type or Print Name

By

[Signature]

Its Secretary

Richard Meier

Type or Print Name

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

35

MAY 13 2014

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of LOS ANGELES

On 4/1/2014 before me, DEBORAH MARKLEY NOTARY PUBLIC,
(Here insert name and title of the officer)

personally appeared RICHARD MEIER,

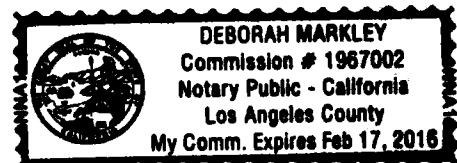
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

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

WITNESS my hand and official seal.

Deborah Markley
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

SCOPE OF WORK

LANDSCAPE MAINTENANCE SERVICE FOR WATERWORKS DISTRICTS 36, 37, AND 40 FACILITIES

A. Public Works Contract Manager

Public Works Contract Manager will be Mr. Toby Taube of Waterworks Division, who may be contacted at (661) 400-3837, e-mail address: ttaube@dpw.lacounty.gov, Monday through Thursday, 8 a.m. to 4 p.m. The Contract Manager is the only person authorized by Public Works to request work of the Contractor. From time to time, Public Works may change the Contract Manager. The Contractor will be notified in writing when there is a change in the Contract Manager.

B. Work Location

The facilities to be maintained under the provisions of this Contract are listed in Form PW-2, Schedule of Prices.

C. Hours and Days of Service

1. The maintenance service shall be primarily performed within the 6:30 a.m. to 3:30 p.m. time period, Monday through Saturday, each week, except legal holidays, at which time the service shall be done before or after such holiday.

Holidays Observed by the County of Los Angeles are:

New Year's Day	Columbus Day
Martin Luther King, Jr. Day	Veterans Day
Presidents' Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day
Labor Day	

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

2. The Contractor shall provide adequate staffing to perform the required maintenance services during the prescribed days and hours of service.

D. Work Description

The following are the general requirements governing the work to be performed and the manner of performance. Contractor shall perform the following work for each County facility at a frequency as specified in Form PW-2, Schedule of

Prices, or as specified in this Exhibit A. Any conflict or discrepancy between the requirements specified in this Exhibits A and Form PW-2, the higher level of service shall control.

The Contractor shall:

1. Complete each task thoroughly and in a professional manner. Quality equipment and materials that comply with all current regulations shall be used.
2. Render and provide landscape and grounds maintenance services including, but not limited to:
 - a. Maintenance of turf, groundcover, shrubs, and trees.
 - b. Pruning of trees and shrubs.
 - c. Control of weeds, vegetation disease, pests, and rodents.
 - d. Maintenance, operation, and repair of all irrigation systems, PVC supply to control valves, control valves, sprinkler heads, and risers.
4. Recognize that during the course of this Contract, other activities may be conducted by County work forces and other contractors that may include, but are not limited to, landscape refurbishment, irrigation system modification or repair, construction, and/or storm related operations. The Contractor may be required to modify or curtail certain tasks and operations due to such County activities and shall promptly comply with any request made by the Contract Manager.
5. Ensure, prior to proceeding with any general landscape maintenance task, the site is inspected by a knowledgeable and responsible employee who shall determine the practicality of initiating the operation.

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

E. Ongoing General Maintenance Tasks

1. Lawns

Contractor shall:

- a. Mow and edge lawns, weather permitting, to maintain a neat appearance. Cutting height shall be two to three inches high.
- b. Perform mowing operations in a workmanlike manner that ensures a smooth surface appearance without scalping or allowing excessive cuttings to remain. Contractor's workers shall stop immediately once they notice mowing equipment is producing these unsightly conditions. Excessively wet turf areas shall not be driven across.
- c. Trim lawns adjacent to all walks, curbs, paving, headers, and shrub areas. Debris from this work shall be collected by Contractor and legally disposed of at an off-site location at the Contractor's expense.
- d. Seed all lawns once a year in the spring (March/April).
- e. Apply fertilizer twice yearly or as required to stimulate lawn growth. A non-burning commercial chemical fertilizer material shall be used at the rate of one pound of actual nitrogen per 1,000 square feet.
- f. As required, treat and control broadleaf weeds (i.e., Dandelions) with safe and selective chemicals. Contractor shall apply chemicals to lawns as needed to control pest and disease infestations. Certain lawn weeds (e.g., Bermuda grass and Crabgrass) are not effectively controlled using selective chemicals. Infestations of grass weeds as stated shall be identified and eliminated. This work shall include spraying a complete clean-up chemical such as "Round-up" or the latest chemical used by industry standards. This work shall also include spraying the infested area, mechanical removal of the targeted weeds, and reseeding with desirable lawn seed.
- g. Reseed lawn areas which were mechanically damage and/or are considered "dead patches" maintain a full and even lawn.

2. Ground Cover and Shrubs

Contractor shall:

- a. Assure all plants receive sufficient water to ensure healthy growth.
- b. Prune or trim ground covers neatly away from shrubs, trees, walks, walls, headers, etc., twice a month.
- c. Prune shrubs to maintain a natural shape and proper size as a

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

- d. Clean ground cover beds of all debris, leaves, branches, papers, bottles, etc.
- e. Replace dead, missing, and unhealthy looking ground cover plants to maintain full, even, and healthy looking planting beds. Contractor shall submit a proposal for replacement of groundcover to the Contract Manager before beginning installation. Plants shall not be replaced with different types unless there is consistency in design.
- f. Regularly cultivate the open soil between plants where planting permits. Intruding weeds shall be removed by hand or controlled by chemical means.
- g. Inspect any signs of pests, e.g. ants, and fungus, e.g. mushrooms, on ground. Eradicate as necessary.

3. Trees

Contractor shall:

- a. Apply fertilizer to trees twice a year as required to stimulate growth.
- b. Perform low branch and sucker removal as needed. Tree topping and thinning out are not included in this Contract.

4. Inside Perimeter Block/Concrete Walls/Chain Link Fences

Contractor shall:

- a. Clear all undesirable vegetation (weeds, etc.) that is growing up along the inside perimeter of block/concrete walls. On Concrete and asphalt areas, vegetation should not extend past the vertical edge of pavement or curb.
- b. In unimproved areas, all vegetation should be cut within 100 feet of any structures. In compliance with Los Angeles County Agriculture Weights and Measures Weed Abatement program

In all areas, all vegetation should be cut within 10 feet of any apputances's (i.e. Hydrants, tanks, transformers, electrical panels or pedestal, vault lids, pumps etc.)

5. Concrete and Asphalt Areas

Contractor shall:

- a. Sweep all adjacent concrete areas (sidewalks, patios, etc.) clean of all leaves, grass, debris, and trash each visit. Leaf blowers will be allowed.
- b. Collect all trash and debris and legally dispose of it at an off-site location at the Contractor's expense.

6. Pest Control

Contractor shall:

- a. Inspect all plant materials for insects and diseases. Chemical sprays shall be applied, if required, for insect and disease infestations such as aphids, mealy bugs, mites, snails, whiteflies, thrips, gophers, fungus diseases, etc.
- b. Ensure that its personnel assigned to apply chemical sprays exercise the proper use of chemical controls, spray equipment, and keep material safety data sheets on site, and take any necessary prudent safety precautions.
- c. Provide, as needed, a disease control program to prevent all common diseases from causing serious damage. Disease control shall be achieved utilizing materials and rates recommended by a licensed California Pest Control Advisor.

7. Irrigation System

Contractor shall:

- a. Ensure that its personnel inspect and test the irrigation systems for broken and clogged heads and malfunctioning or leaking valves, on a weekly basis and as needed, when the contract administrator reports a discrepancy.
- b. Replace or repair control valves and sprinkler heads due to normal wear and tear or damage caused by others at no extra charge to Public Works.
- c. Repair all broken/leaking PVC and PE sprinkler pipes supplying water to the control valves and feeding individual sprinkler heads or drip irrigation at no extra charge to Public Works.

- d. Replace the irrigation system with originally specified parts/equipment of the same size and quality in kind. Prior to the installation, the Contract Manager may approve the Contractor's request to use substitute parts/equipment.
 - e. Complete repair and/or replacement of any irrigation components that are identified as the Contractor's responsibility within one watering cycle of identification or following verbal notification.
 - f. Flush irrigation pipelines following repairs and replacements.
 - g. Ensure that the programming of the automatic irrigation controller be performed by a Certified Irrigation Manager and/or auditor to provide lawns, trees, shrubs, and ground cover with adequate irrigation without waste.
 - h. Take specific care to keep irrigation run-off to a minimum.
 - i. Ensure that controller (clocks) are turn off clocks during rainy weather, or high moisture periods where watering is not required.
 - j. Adjust the watering schedule during late fall, winter, and early spring months to midday's to prevent the likelihood of irrigation runoff freezing on adjacent concrete surfaces, such as sidewalks.
8. Inspection and Workmanship

Contractor shall:

- a. Correct any unacceptable work at no additional cost. The correction of any unacceptable work shall be corrected by the Contractor within three working days of notification by Contract Manager.
- b. Provide adequate supervision for crew direction, surveillance and inspection of workmanship, and adherence to schedules by the crew(s) performing the work under this Contract. The Contractor's supervisor is responsible for quality control and shall inspect sites on a monthly basis for quality control.
- c. That maintenance at the facilities is assigned to an experienced landscape maintenance supervisor, along with experienced assistant(s), together with all the necessary materials, tools, and equipment for the complete performance of this work.
- d. Not perform work during inclement weather such that may destroy or damage ground cover or turf areas.

- e. On rainy days, turn off irrigation clocks, check storm drains, and check for storm damage to the landscape.
- f. Replace any plant material that dies due to Contractor's improper maintenance procedures up to a maximum 15-gallon size at no cost to Public Works. Damage to trees and other plant materials due to circumstances beyond the control of the Contractor will be remedied by Public Works.
- g. During the daily hours of maintenance operation, the Contractor shall have some responsible person(s) employed by the Contractor authorized to take the necessary action regarding all inquiries and complaints that may be received from the Contract Manager, County personnel, or patrons using the facilities. An answering service shall be considered an acceptable substitute to full-time coverage, provided the Contractor is advised of any complaint within one hour of such complaint by the answering service. Both the Contractor and an answering service shall have the ability to answer the inquiries and/or complaints in both English and Spanish. During normal working hours, the Contractor's supervisor or manager of maintenance services shall be available for notification through electronic communications.
- h. Maintain a written log of all complaints, date, time, and the action taken or reason for inaction. The log of complaints shall be scanned and submitted via e-mail to the Contract Manager on a weekly basis.
- i. Abate all complaints to the satisfaction of the Contract Manager as soon as possible after notification, but in most cases within 24 hours. If any complaint is not abated within 24 hours, the Contract Manager shall be notified immediately of the reason for not abating the complaint, followed by a written report to the Contract Manager within five days. If a complaint is not abated within the time specified or to the satisfaction of the Contract Manager, the Contract Manager may correct the specific complaint and the total cost incurred by Public Works may be deducted from the payments owed to the Contractor from Public Works.

F. Damage Caused by Contractor's Operations

1. All damage caused to Public Works/County property by the Contractor's operations or resulting from the Contractor's negligence of scheduled maintenance, shall be repaired, replaced, or remedied at the Contractor's expense as follows:
 - a. Irrigation system damage (including valve box covers and controller cabinets) shall be repaired or replaced within one watering cycle.
 - b. All damage to shrubs, trees, turf, or groundcover shall be repaired or replaced within five working days.
 - c. Any type of other plant material.
 - d. Trees
 - 1) Damage to bark from the impact of mowing or edging equipment shall be inspected by a certified arborist for recommendations for treatment or replacement.
 - 2) If damage results in loss of a tree, the damaged tree shall be removed and replaced in accordance with the instructions of Contract Manager.
 - 3) If replacement with an equivalent size and type of tree is not practical, the Contractor shall be responsible for the value of the destroyed tree.
 - e. Shrubs
 - 1) Minor damage may be corrected by appropriate pruning.
 - 2) Major damage shall be corrected by removal of the damaged shrub and replaced in accordance with the instructions of Contract Manager.
 - f. All damages resulting from chemical operation, including spray-drift and lateral leaching, shall be corrected in accordance with best practices, and the soil conditioned or replaced as recommended by an agronomical soil test and report to ensure its safety and ability to support plant life.

F. Utilities

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

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

G. Storage Facilities

The County will not provide storage facilities for the Contractor. The County will not be liable or responsible for any damage, by whatever means, or for theft of materials or equipment on (from) the jobsites.

H. AB 939 County Diversion Requirements

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

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

I. Removal of Debris

All debris derived from these services shall be removed from Public Works property and become the property of the Contractor. The Contractor shall dispose of all debris from these services in a legally established area appropriate

for type of debris being disposed. Disposal shall be at the Contractor's expense. The Contractor shall not allow any debris from its operations under this Contract to be deposited in the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System.

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

J. National Pollutant Discharge Elimination System

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

K. Special Safety Requirements

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

During normal hours the Contractor shall obtain emergency medical care for any member of the public who is in need thereof, because of illness or injury occurring on the premises. The Contractor shall cooperate fully with Public Works in the investigation of any accidental injury or death occurring on the premises, including a complete written report to the Contract Manager within five days following the occurrence.

4. It shall be the Contractor's responsibility to provide temporary traffic control (TTC) plans (including, but not limited to, detour plans) while working along roadways, along bike paths, or in the traveled way while moving equipment to and from the jobsite(s) as needed. The Contractor will provide all necessary items (e.g. signs, delineators, barricades, flashing arrow signs, flagpersons, etc.) to accomplish this task. All street closures, detours, lane closures, signs, lights and other TTC devices shall conform to the California Manual on Uniform Traffic Control Devices (California MUTCD), http://www.dot.ca.gov/hq/traffops/signtech/mutcdsupp/ca_mutcd2012.htm, and the State of California Standard Plans, http://www.dot.ca.gov/hq/esc/oe/project_plans/HTM/stdplns-UScustomary-units-new10.htm, unless otherwise directed by the Contract Manager.

Public Works will furnish any necessary "No Parking" sign(s) at no cost to the Contractor if such signs are warranted for the activities and operations of the Contractor. Signs shall be installed by the Contractor after approval for such by the Contract Manager. Signs shall be installed for each activity or operation, unless such activities or operations will occur within two working days of each other. Signs shall be posted a minimum of 48 hours in advance of the start of each "No Parking" restriction. It shall be the Contractor's responsibility to allow passage of public transit coaches through operation areas at all times. For the Metropolitan Transportation Authority (MTA), the Contractor shall notify the Stops and Zones Representative, (213) 972-7100, at least 48 hours prior to activities and operations at bus stop zones to allow the MTA to temporarily abandon and relocate bus stop zones within the activities and operations area.

The Contractor shall comply with all applicable State and County requirements for the closure or partial closure of streets. The Contractor shall provide flagpersons and watch persons as required to control traffic and advise the public of detours and operation hazards. The Contractor shall also be responsible for compliance with additional public safety requirements which may arise during maintenance operations.

Any action on the part of the Contract Manager in directing the Contractor's attention to any inadequacy of the required TTC devices and services or any action of Public Works to alleviate the Contractor's inadequacies shall not relieve the Contractor from its responsibility for

public safety or abrogate its obligation to provide and maintain these devices and services. If the Contractor fails to provide and maintain these devices and services and Public Works is required to alleviate said condition, the total charges of labor, equipment and materials, including overhead and transportation, accrued by the Agency for such work will be deducted from any monies due the Contractor.

5. The Contractor shall be responsible for maintaining TTC devices in their proper positions at all times. The Contractor shall replace, repair, or clean such devices whenever necessary in order to ensure and preserve their appearance and functionality.

L. Responsibilities of the Contractor

Contractor shall:

1. Furnish all labor, materials. Tools, equipment, transportation, fertilizers, chemicals, and other items required to perform the landscape maintenance service as outlined. The Contractor's employees, whether assigned to any one facility or as part of a crew serving any number of facilities, shall include at least one individual who speaks and comprehends the English language.
2. Ensure each of its employees adhere to a basic standard of working attire with name badges as approved by the Contract Manager. This standard is basically: uniforms, proper shoes and other gear required by State safety regulations, and proper wearing of the clothing. Shirts shall be worn and buttoned at all times.
3. Perform all services in accordance with accepted horticultural standards of quality and workmanship so as to maintain the landscape in the highest possible aesthetic condition.
4. Provide landscape personnel with the skills and experience necessary to perform the various landscape activities for the full performance of this service.
5. The Contractor shall not post signs or advertising matter on Public Works/County property.
6. Contractor or its managing employee shall maintain a minimum of three years of experience providing landscape maintenance services. A subcontractor is not allowed to meet this requirement.
7. Contractor's on-site supervising employee(s) must have at least three years of experience supervising landscaping services. A subcontractor is not allowed to meet this requirement.

8. Contractor must possess a valid and active State Contractor's Class C-27 (Landscaping Contractor) license. A subcontractor is not allowed to meet this requirement.
9. Contractor and/or its subcontractor(s) must possess a valid and active State of California Department of Pesticide Regulation Pest Control Business license.
10. Contractor and/or its subcontractor(s) must possess a valid and active State of California Qualified Applicator license.

M. Responsibilities of Public Works

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

N. Project Safety Official

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

O. Work Schedule

1. Within ten working days of the award of this Contract, the Contractor shall provide the Contract Manager with a schedule indicating the days and times the Contractor's crew(s) will perform work at each location.
2. Contract Manager will review and may approve or modify the schedule prior to any work being done under this Contract. Any deviation from the approved schedule shall require the Contract Manger's authorization.
3. The Contractor shall report maintenance activity completed on a weekly basis. Report shall be sent via e-mall to the contract manager. This shall include a list of sites maintained, the names of the employees' that performed work and a list of sites the supervisor inspected for quality control.

P. Use of Chemicals

1. All Contractor work involving the use of chemicals shall be in compliance with all Federal, State, and local laws and shall be accomplished by a State of California Qualified Applicator license. In compliance with the California Food and Agricultural Code, the Contractor shall provide the

Contract Manager with a copy of the valid Qualified Applicator license and Pest Control Business license or a copy of these licenses from the subcontractor prior to using any and all applicable chemicals within the area(s) to be maintained. Contractor shall not spray any chemicals in detention basins.

2. All chemicals requiring a special permit for use shall be registered with the County Agricultural Commissioner's Office and a permit obtained with a copy to the Contract Manager.
3. The Contractor shall consult and receive permission from the Contract Manager prior to performing any chemical eradication.
4. All regulations and safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California shall be adhered to by the Contractor. Material Safety Data Sheets (MSDS) for each chemical shall be kept on-site.
5. Chemicals shall be applied when air currents are still, to prevent drifting onto adjacent property and toxic exposure to persons whether or not they are in or near the area of application.
6. Records of all operations stating dates, times, methods of application, chemical formulations, applicators names and weather conditions shall be made and retained by the Contractor in an active file for a minimum of three years. This requirement shall survive this Contract. The Contractor shall provide a chemical use report (site specific) with the monthly billing. This shall be in addition to the copy of the usage summary provided to the County Agricultural Commissioner's Office.
7. Contractor must register annually with each County Agricultural Commissioner in those areas they plan to do work.

G. Pass-Through Cost

County recognizes that during the term of this Contract, there may be needed repairs or modifications to the service locations resulting from accident, storm, neglect or other causes that are beyond the control of the Contractor and have not been identified elsewhere in this Contract. In order to be eligible for pass-through costs, the Contractor shall present the required scope of work to be performed and the cost to restore the landscape and/or irrigation to the original or improved state to the Contract Manager for consideration within 15 days of damage. The Contractor shall obtain Contract Manager's approval of the work to be performed and cost, in writing, prior to commencing of any work. Claims for payment of pass-through costs shall include all supporting documentation of costs, approvals, and copies of vendor invoices without markup. The County

reserves the right to purchase parts and materials directly to be given to the Contractor to perform the installation.

H. Additional Work/Locations

1. The Contract Manager may authorize the Contractor to perform additional work including, but not limited to, repairs and replacements when the need for such work arises out of unforeseen incidents such as vandalism, acts of God, third-party negligence or any other unanticipated need. If the Contract Manager determines such additional work can be obtained in whole or in part by temporarily modifying the Contractor's tasks and work schedules, he or she may direct such modification.
2. Prior to performing any additional work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. No additional work shall commence without written authorization from the Contract Manager. However, when a condition threatens imminent injury to the public or damage to property, the Contract Manager may orally authorize the work to be performed upon receiving an oral estimate from the Contractor. Within 24 hours after receiving an oral authorization, the Contractor shall submit a written estimate to the Contract Manager for approval.
3. All additional work provided herein shall commence on the specified date established. The Contractor shall proceed diligently to complete said work within the time allotted.
4. Additional work/location(s) may be added during the Contract period. Upon request by the Contract Manager, the Contractor shall provide a written quotation for any additional work/location(s), based on the rates quoted in Form PW-2, Schedule of Prices, using the location(s) that most closely correspond to, or are adjacent to the additional work/location(s). The Contractor shall be paid for additional work/locations at the rates in PW-2. Upon Contract Manager's negotiation and acceptance of the Contractor's written quotation, and subject to approval of the Director, the additional work/location(s) may be added to the Contract by amendment or change order.

N. Liquidated Damages

1. In any case of the Contractor's failure to meet certain specified performance requirements, the County may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in specified sums and deduct them from any regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or untimely or inadequate performance nor

the County's acceptance of liquidated damages shall be construed to waive the County's right to reimbursement for damage to its property or indemnification against third-party claims.

2. The methods and standards by which Contractor's performance will be evaluated include, but are not limited to, review, sampling, and complaints.
3. Failure to perform contract work in accordance with these Specifications is considered unacceptable. Public Works may cite the Contractor for a discrepancy for any incident of failure to comply with these Specifications or other unacceptable performance. In the case of continuing discrepancies, Public Works may cite the Contractor for a separate discrepancy each day the discrepancy continues.
4. The Contractor shall immediately correct unacceptable performance, and shall explain in writing, within seven work days of the date of the discrepancy that caused the unacceptable performance, how and when the performance will be returned to acceptable levels and how the unacceptable performance will be prevented in the future. After considering the incident, the Contractor's statement and any history of unacceptable performance, the Contract Manager may excuse the incident or elect any remedy provided by this Contract.
5. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:
 - a. All of the time limits and acts required to be done by both parties are of the essence of the Contract.
 - b. The parties are both experienced in the performance of the Contract work.
 - c. The Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to the Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the terms and conditions of the Contract at the Proposal price.
 - d. The parties are not under any compulsion to contract.
 - e. The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by

agreement and willingness to be bound as part of the consideration being offered to the County for the award of the Contract.

- f. It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work.
 - g. The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.
- 6. The Contractor shall pay Public Works, or Public Works may withhold and deduct from monies due the Contractor, liquidated damages in the sum of \$300 for each consecutive business day that the Contractor fails to complete work within the time specified unless otherwise provided in this Contract.
 - 7. In addition to the above, Public Works may use Exhibit F, Schedule of Prices and Performance Requirements Summary to evaluate Contractor's performance.

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SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. Ambiguities or Discrepancies

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

B. Definitions

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

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

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

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

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

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

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

Day. Calendar day(s) unless otherwise specified.

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

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

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

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

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

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

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

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

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

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

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

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

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

C. Headings

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

SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. Amendments

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

B. Assignment and Delegation

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

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

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

C. Authorization Warranty

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

D. Budget Reduction

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

E. Complaints

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

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

F. Compliance with Applicable Laws

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

G. Compliance with Civil Rights Laws

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

H. Confidentiality

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

I. Conflict of Interest

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

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

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

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

K. Consideration of Hiring GAIN and GROW Participants

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

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

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at Contractor's place of business. County's Child Support Services Department will supply Contractor with the poster to be used.

M. Contractor's Charitable Activities Compliance

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

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

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

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

O. Contractor Performance Evaluation/Corrective Action Measures

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

P. Damage to County Facilities, Buildings, or Grounds

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

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

Q. Employment Eligibility Verification

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

R. Facsimile Representations

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

S. Fair Labor Standards

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

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

T. Force Majeure

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

U. Governing Laws, Jurisdiction, and Venue

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

V. Most Favored Public Entity

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

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

W. Nondiscrimination and Affirmative Action

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

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

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

X. Nonexclusivity

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

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

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

Z. Notice of Delays

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

AA. Notice of Disputes

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

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

BB. Notice to Employees Regarding the Federal Earned Income Credit

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

CC. Notices

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

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

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

DD. Publicity

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

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

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

EE. Public Records Act

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

FF. Record Retention and Inspection/Audit Settlement

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

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

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

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

GG. Recycled-Content Paper Products

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

HH. Contractor's Employee Criminal Background Investigation

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

II. Subcontracting

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

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

JJ. Validity

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

KK. Waiver

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

LL. Warranty Against Contingent Fees

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

SECTION 3

TERMINATIONS/SUSPENSIONS

A. Termination/Suspension for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

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

B. Termination/Suspension for Convenience

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

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

C. Termination/Suspension for Default

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

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

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

D. Termination/Suspension for Improper Consideration

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

E. Termination/Suspension for Insolvency

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

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

F. Termination/Suspension for Nonadherence to County Lobbyists Ordinance

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

G. Termination/Suspension for Nonappropriation of Funds

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

SECTION 4

GENERAL CONDITIONS OF CONTRACT WORK

A. Authority of Public Works and Inspection

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

B. Cooperation

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

C. Cooperation and Collateral Work

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

D. Equipment, Labor, Supervision, and Materials

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

E. Gratuitous Work

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

F. Jobsite Safety

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

G. Labor

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

H. Labor Law Compliance

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

I. Overtime

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

J. Permits/Licenses

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

K. Prohibition Against Use of Child Labor

1. Contractor shall:

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

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

L. Public Convenience

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

M. Public Safety

It shall be Contractor's responsibility to maintain security against public hazards at all times while performing work at Contracted work locations. In the event Contractor determines a public hazard exists at a work location, Contractor shall immediately mark the location to prevent public access to the hazard and immediately notify the Contract Manager.

N. Quality of Work

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

O. Quantities of Work

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

P. Safety Requirements

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

Q. Storage of Material and Equipment

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

R. Transportation

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

S. Work Area Controls

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

T. County Contract Database/CARD

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

SECTION 5

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

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

B. Indemnification

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

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by this Exhibit's Section 5.B (above), and to the extent allowed by law, Contractor agrees to defend, indemnify, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers from and against

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

D. General Insurance Requirements

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

Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

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

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

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

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

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

minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

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

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

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

E. Compensation for County Costs

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

F. Insurance Coverage Requirements

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

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

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

SECTION 6

CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

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

B. Chapter 2.202 of County Code

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

C. Nonresponsible Contractor

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

D. Contractor Hearing Board

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

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

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

E. Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

SECTION 7

COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

A. Jury Service Program

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

B. Written Employee Jury Service Policy

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

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

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

SECTION 8

SAFELY SURRENDERED BABY LAW PROGRAM

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

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

B. Notice to Employees Regarding the Safely Surrendered Baby Law

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

SECTION 9

COMPLIANCE WITH COUNTY'S LIVING WAGE PROGRAM

A. Living Wage Program

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

B. Payment of Living Wage Rates

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

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

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

C. Contractor's Submittal of Certified Monitoring Reports

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

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

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

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

E. County Auditing of Contractor Records

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

F. Notifications to Employees

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

G. Enforcement and Remedies

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

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

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

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

H. Use of Full-Time Employees

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

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

I. Contractor Retaliation Prohibited

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

J. Contractor Standards

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

K. Neutrality in Labor Relations

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

SECTION 10

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

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

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

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

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

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

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

SECTION 11

LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

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

SECTION 12

COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

A. Defaulted Property Tax Reduction Program

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

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

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

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

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

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

SECTION 13

PREVAILING WAGES

A. Prevailing Wages

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

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

B. Posting of Prevailing Wage Rates

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

C. Work Records

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

D. Certified Payroll Records

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

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

E. Subcontractor

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

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Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2012)

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

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

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

Note. You are encouraged to notify each employee whose wages for 2012 are less than \$50,270 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

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

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must

notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2013.

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

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

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

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2012 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2012 and owes no tax but is eligible for a credit of \$800, he or she must file a 2012 tax return to get the \$800 refund.

Safely Surrendered *Baby Law*



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

No shame. No blame. No names.

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

www.babysafela.org



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

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

The Safely Surrendered Baby Law allows a parent or other adult to 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.

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

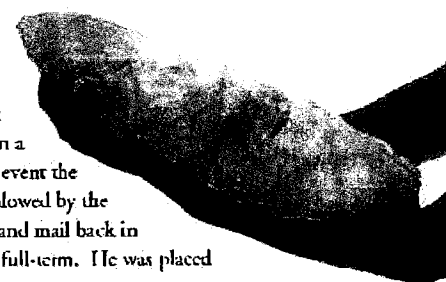
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

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



Ley de Entrega de Bebés *Sin Peligro*

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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

La Ley de Entrega de Bebés sin Peligro es una ley que protege a los bebés recién nacidos que son abandonados por sus padres o adultos que los entregan. La ley permite que cualquier persona que encuentre a un bebé recién nacido lo entregue al personal de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. El bebé debe ser entregado dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California?

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

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.

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.



Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

2.206.010 Findings and declarations.

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

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

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

EXHIBIT E

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

2.206.030 Applicability.

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

2.206.040 Required solicitation and contract language.

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

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

2.206.050 Administration and compliance certification.

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

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

2.206.060 Exclusions/Exemptions.

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

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

EXHIBIT E

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

2.206.070 Enforcement and remedies.

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

2.206.080 Severability.

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

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through F, inclusive, of this Contract (Exhibits A-F) and this PRS, Exhibits A-F shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-F, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
A. SCOPE OF WORK				
1. Fines by Regulatory and Governmental Agencies	Fined by a local, regional, State or Federal regulatory or governmental agency as a result of the Contractor's negligence or failure to comply with any Federal, State, or local rules, regulations, or requirements.	\$500 per occurrence plus any fine(s) charged to the County by a regulatory or governmental agency	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Violation of the National Pollutant Discharge Elimination System	Discharge of debris into storm drains and/or gutter.	\$500 per occurrence plus any fines by regulatory and governmental agencies plus any remediation cost	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Mow and edge lawns, weather permitting, to maintain a neat appearance.	Cutting height shall be two to three inches high.	\$200 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Seed all lawns once a year in the spring (March/April).	Lawns are seeded in the spring (March/April).	\$500 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Sprinkler systems in good working order.	Sprinkler systems tested weekly and inspected weekly.	\$100 per occurrence plus excessive utility usage cost	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through F, inclusive, of this Contract (Exhibits A-F) and this PRS, Exhibits A-F shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-F, to clarify Performance Requirements, or to monitor any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
6. Removal of Trash/Debris, cuttings, leaves, tumble weeds.	Debris left on site after maintenance visit.	\$100 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
7. Brush clearance	Incomplete brush clearance, or cited by county agriculture weights and measures.	\$400 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
B. REPORTS/DOCUMENTATIONS				
1. Daily/Weekly/Monthly/Quarterly Reports	Submitted to Contract Manager daily/weekly/monthly report.	\$50 per day per report that is late or not submitted	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Special Reports As Needed	Filed within time frame requested.	\$50 per day per report that is late or not submitted	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
C. EMPLOYEES				
1. Contractor's Employee Criminal Background Investigation	Prior to the start of the contract and continuation of the contract the contractor shall certify all employees who are in a designated sensitive position has passed a fingerprints background check submitted to the California Department of Justice to include State and local-level review, as required	\$100 per employee per day who is not certified as passing the background check	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through F, inclusive, of this Contract (Exhibits A-F) and this PRS, Exhibits A-F shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-F, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
	by the Contract. Employees who <u>do not</u> pass or is not certified shall be immediately removed.			
2. Employees Well Oriented To Job	Employees must have thorough knowledge of facility and its needs.	\$50 per error resulting from lack of orientation	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Staffing	Staffing levels are equal or exceed contract requirements.	\$50 per occurrence; possible suspension	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Photo I.D. Badges	Photo I.D. Badges worn by all employees on the job at all times.	\$50 per employee, per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Uniform	Uniforms worn by all day time employees on the job	\$50 per employee, per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
6. Training program	Document training of each employee.	\$250 per untrained employee	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
7. Maintain Knowledge of Safety Requirements	Completion of training of all accepted standards for safe practices related to the work.	\$50 per employee, per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
D. SUPERVISOR/MANAGERS				
1. Change in Project Manager	Contractor shall notify the County in writing of any change	\$50 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No	

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through F, inclusive, of this Contract (Exhibits A-F) and this PRS, Exhibits A-F shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-F, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
	in name or address of the Project Manager.		<input type="checkbox"/> N/A	
2. Respond to complaints, requests, and discrepancies.	Respond within the time frame outlined in the Contract.	\$50 per complaint not responded to within the time frame outlined in the specifications	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Makes Site Inspections	Facility inspected each shift or as required by Contract.	\$50 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. Competent Supervisory Staff	Responsiveness to complaints and requests; maintain good work records, and acceptable level of service.	\$100 per occurrence; possible suspension	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Provide Adequate Supervision and Training	Contract specifications met.	\$50 per occurrence; possible suspension	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
6. Project Safety Official	Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices.	\$200 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
7. Supervisors speak and understand English	On-site supervisor can communicate in English with County Contract Manager.	\$100 per day for use of non English-speaking supervisor	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through F, inclusive, of this Contract (Exhibits A-F) and this PRS, Exhibits A-F shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-F, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
E. CONTRACT ADMINISTRATION				
1. Insurance Certifications	Certifications submitted before implementation of contract and on a timely basis there-after.	\$200 per day; work/contract; possible suspension; possible termination for default of contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
2. Record Retention & Inspection/Audit Settlement	Maintain all required documents as specified in contract.	\$200 per occurrence	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
3. Use of Subcontractor without Approval.	Obtain County's written approval prior to subcontracting any work.	\$500 per occurrence; possible suspension	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
4. License and Certification	All license and certifications required to perform the work, if any.	\$200 per day; possible suspension; possible termination for default of contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
5. Assignment and Delegation	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.	\$200 per day the County is not informed of this change; possible suspension; possible termination for default of contract	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through F, inclusive, of this Contract (Exhibits A-F) and this PRS, Exhibits A-F shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-F, to clarify Performance Requirements, or to monitor of any part of this Contract.

Required Service/Tasks	Performance Indicator	Deductions / Consequences for Failure to Meet Performance Indicator*	Compliance	Comments
6. Safety Requirements	Comply with all applicable State of California Occupational Safety and Health Administration (Cal/OSHA).	\$500 per occurrence; possible suspension	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.



CSLB C-27 / 775631

RICH MEIER'S LANDSCAPING, INC.

652 WEST AVENUE L 14 LANCASTER CA 93534
PHONE: (661) 723-2220 * FAX: (661) 723-2229

BID PROPOSAL FOR:

**LANDSCAPE MAINTENANCE SERVICE FOR WATERWORKS
DISTRICTS 36, 37 AND 40 FACILITIES (2013-PA029)**

SUBMITTED BY:

**RICH MEIER'S LANDSCAPING INC.
652 WEST AVENUE L14
LANCASTER, CA 93534
661/723-2220**

BID SUBMITTED ON:

DECEMBER 18, 2013

 **ORIGINAL**



RICH MEIER'S LANDSCAPING, INC.

652 WEST AVENUE L 14 LANCASTER CA 93534
PHONE: (661) 723-2220 * FAX: (661) 723-2229

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RICH MEIER'S LANDSCAPING, INC.

652 WEST AVENUE L14 LANCASTER, CA 93534
PH# 661/723-2220 • Fx# 661/723-2229
E-mail: rmlandscaping@verizon.net

TRANSMITTAL COVER SHEET

Date: 12/18/2013
To: County of Los Angeles Department of Public
Works -Cashier
Mezzanine Floor 900 South Fremont
Alhambra, CA 91803

From: Rich Meier's Landscaping, Inc.


Sent Via: Delivered

- ☐ Urgent
☐ For your review
☐ Per your request
☐ Other _____

Re: LANDSCAPE MAINTENANCE SERVICE
FOR WATERWORKS DISTRICTS 36,37 AND 40
FACILITIES (2013-PA029)

Rich Meier's Landscaping , Inc. hereby certifies that the prices quoted reflects our full understanding of the work to be accomplished outlined in the RFP Landscape Maintenance Service for Waterworks Districts 36, 37 an 40 facilities (2013-PA029)

This authorizes Richard Meier to enter into Contracts for Rich Meier's Landscaping, Inc.
Cell #661/478-1848 rmlandscaping@verizon.net 652 West Avenue L14 Lancaster, CA 93534.


Richard Meier, President
Sole Contractual signature

12/17/13
Date

Routing Memo: _____ Job # _____ Notify _____ Cc _____
Resolution? _____ Cost Impact? _____ Acct'g Dept? _____ By _____

RML USE ONLY



RICH MEIER'S LANDSCAPING, INC.

652 WEST AVENUE L 14 LANCASTER CA 93534
PHONE: (661) 723-2220 * FAX: (661) 723-2229

Support Documentation for Corporations and Limited Liability Companies

State of California
Secretary of State
CERTIFICATE OF STATUS

ENTITY NAME:

RICH MEIER'S LANDSCAPING, INC.

FILE NUMBER: C2206252
FORMATION DATE: 01/01/2000
TYPE: DOMESTIC CORPORATION
JURISDICTION: CALIFORNIA
STATUS: ACTIVE (GOOD STANDING)

I, DEBRA BOWEN, Secretary of State of the State of California,
hereby certify:

The records of this office indicate the entity is authorized to
exercise all of its powers, rights and privileges in the State of
California.

No information is available from this office regarding the financial
condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate
and affix the Great Seal of the State of
California this day of January 30, 2013.

Debra Bowen

DEBRA BOWEN
Secretary of State

HSD



State of California
Secretary of State

S

E-Q19066

FILED

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

Jan - 10 2013

This Space For Filing Use Only

Statement of Information
(Domestic Stock and Agricultural Cooperative Corporations)

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

IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

1. CORPORATE NAME

C2206252

RICH MEIER'S LANDSCAPING, INC.

Due Date:

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 2 and 3 cannot be P.O. Boxes.)

2. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY	STATE	ZIP CODE
3. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	CITY	STATE	ZIP CODE
4. MAILING ADDRESS OF THE CORPORATION, IF DIFFERENT THAN ITEM 2	CITY	STATE	ZIP CODE
652 WEST AVENUE L 14 LANCASTER CA 93534			
652 WEST AVENUE L 14 LANCASTER CA 93534			

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

5. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
6. SECRETARY	ADDRESS	CITY	STATE	ZIP CODE
7. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
RICHARD A MEIER	4123 WEST AVENUE M 8 LANCASTER, CA 93536			
RICHARD A MEIER	4123 WEST AVENUE M 8 LANCASTER, CA 93536			
ANNAMARIE MEIER	4123 WEST AVENUE M 8 LANCASTER, CA 93536			

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

8. NAME	ADDRESS	CITY	STATE	ZIP CODE
9. NAME	ADDRESS	CITY	STATE	ZIP CODE
10. NAME	ADDRESS	CITY	STATE	ZIP CODE
ANNAMARIE MEIER	4123 WEST AVENUE M 8 LANCASTER, CA 93536			
RICHARD A MEIER	4123 WEST AVENUE M 8 LANCASTER, CA 93536			

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

Agent for Service of Process (If the agent is an individual, the agent must reside in California and Item 13 must be completed with a California street address (a P.O. Box address is not acceptable). If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 13 must be left blank.)

12. NAME OF AGENT FOR SERVICE OF PROCESS

ANNAMARIE MEIER

13. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL	CITY	STATE	ZIP CODE
4123 WEST AVENUE M 8 LANCASTER, CA 93536			

Type of Business

14. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION
LANDSCAPE/MAINTENANCE SERVICES

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

01/10/2013

DATE

ANNAMARIE MEIER

TYPE OR PRINT NAME OF PERSON COMPLETING THE FORM

VICE PRESIDENT

TITLE

SIGNATURE



I hereby certify that the foregoing transcript of 1 page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

JAN 30 2013

Date:

#60

Debra Bowen

DEBRA BOWEN, Secretary of State



CSLB C-27 / 775631

RICH MEIER'S LANDSCAPING, INC.

652 WEST AVENUE L 14 LANCASTER CA 93534
PHONE: (661) 723-2220 * FAX: (661) 723-2229

License and Certifications



State Of California
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE



775631

License Number

Entity

RICH MEIER'S LANDSCAPING INC

Business Name

Classification(s) **C27**

Expiration Date **02/28/2014**

www.cslb.ca.gov





CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION

1001 I STREET
SACRAMENTO, CALIFORNIA 95814

ISSUED: January 01, 2014
EXPIRES: December 31, 2015

**PEST CONTROL BUSINESS MAIN
LICENSE**

LICENSE NO. 32291

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

Mailing Address

RICH MEIER'S LANDSCAPING
652 W AVENUE L 14
LANCASTER, CA 93534

Business Location

RICH MEIER'S LANDSCAPING
652 W AVENUE L 14
LANCASTER, CA 93534

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



DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM



AGRICULTURAL PEST CONTROL ADVISER LICENSE

DATE OF ISSUE

VALID THROUGH

01/01/2012

12/31/2014

PCA 73931

ADEG

DAVID M BURWELL

4749 W SUNGATE DR

PALMDALE CA 93551



DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM



QUALIFIED APPLICATOR LICENSE

DATE OF ISSUE

VALID THROUGH

01/01/2013

12/31/2014

QAL 100497

BCDF

DAVID M BURWELL

4749 W SUNGATE DR

PALMDALE CA 93551



County of Los Angeles

No. 4000271

AGRICULTURAL PEST CONTROL REGISTRATION

For Calendar Year Ending December 31, 2013

Name: RICH MEIER'S LANDSCAPING 661-723-2220
(TELEPHONE)
Address: 652 W AVENUE L-14 LANCASTER CA 93534
(STREET) (CITY) (STATE) (ZIP)

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

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

Agent: DAVID M BURWELL
State Business License No. 32291

Agricultural Commissioner/Director of Weights and Measures
County of Los Angeles
Date: January 2, 2013

Revised PUPa-05 (2-08)

No. 10019729

BUSINESS LICENSE

Expires: 8/31/2014



**44933 N. FERN AVENUE
LANCASTER, CA 93534
(661) 723-6237**

BUSINESS NAME:

**RICH MEIER'S LANDSCAPING INC
652 W AVENUE L-14
LANCASTER, CA 93534**

**TYPE OF BUSINESS: LANDSCAPE/MAINTENANCE
CONTRACTOR (C-27)
BUSINESS PHONE: (661) 723-2220**

Owner(s): RICH MEIER'S LANDSCAPING INC

LICENSE ISSUED TO:

**RICH MEIER'S LANDSCAPING INC
652 W AVENUE L-14
LANCASTER, CA 93534**

This certificate signifies that the person named on the face hereof has fulfilled the requirements of Title 5 of the Lancaster Municipal Code by obtaining a business license and paying the required fee. This certificate does not constitute, imply possession of or represent any other federal, state, or local permit, certificate or license required to conduct this business. This is a Municipal License Certificate only.

THIS LICENSE BECOMES VOID IF ANY OF THE INFORMATION ON THIS LICENSE CHANGES. LICENSE MUST BE POSTED.



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RICH MEIER'S LANDSCAPING, INC.

652 WEST AVENUE L 14 LANCASTER CA 93534
PHONE: (661) 723-2220 * FAX: (661) 723-2229

Insurance

**LANDSCAPE MAINTENANCE SERVICE FOR WATERWORKS DISTRICT 36, 37, AND 40
FACILITIES (2013-PA029)**

PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION

Rich Meier's Landscaping, Inc.

Proposer's Name

652 West Avenue L14 Lancaster, CA 93534

Address

- ☒ If awarded the contract: Proposer will comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this Request for Proposals, and Proposer will procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5 throughout the entire term of the proposed contract, without interruption or break in coverage.
- ☐ If you check this box, your proposal will be determined nonresponsive and your proposal will be disqualified. Proposer will not comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this Request for Proposals, and Proposer will not procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5 throughout the entire term of the proposed contract, without interruption or break in coverage.

Signature of Proposer:



Date: 12/17/2013



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RICH MEIER'S LANDSCAPING, INC.

652 WEST AVENUE L 14 LANCASTER CA 93534
PHONE: (661) 723-2220 * FAX: (661) 723-2229

Record Keeping



CSLB C-27 / 775631

RICH MEIER'S LANDSCAPING, INC.

652 WEST AVENUE L14 LANCASTER, CA 93534

PH# 661/723-2220 * FAX# 661/723-2229

PAYROLL RECORD KEEPING AND REGULATORY COMPLIANCE

1A. All employees report to one of our service maintenance yards every morning. They then get into their work trucks that are provided by the company and leave for their Routes. Their shifts starts promptly at 6:30 A.M. when the company work truck leaves the service yard.

B. The company truck leaves promptly at 6:30 A.M. if an employee is not present he will be counted as absent.

C. Each employee is issued a weekly time sheet. This sheet states the time they are to start and end their shift as well as taking their breaks and lunch. This is then followed up by their supervisor at the end of the day and given to the manager at the end of the week. Before it goes to the Payroll manager it has have three signatures, the employee, the supervisor and the manager's. The manager is the person who creates the records and keeps all records in the office when they are turned in at the end of the week. The manager always check the time sheets and makes sure they are correct.

D. The Manager e-mails all hours work to a company called Automated Direct Payroll (ADP). After ADP receives the hours worked they then send the Payroll Manager the Checks. When the checks are distributed each employees has to sign next to their name on a sheet to verify that they received their check.

E. The firm knows that the employees take mandated breaks and meal breaks because it is indicated on their time sheet that they sign at the end of the week.

2A. All employees are paid by a check every Friday. Overtime is always on the same check. The information provided on the check is: The dates that the check was printed for, hourly rate, hours worked, gross pay, net pay, and the deduction which consist of: Federal Income tax, Social Security Tax, Medicare Tax, Ca state income tax and CA SUI/SDI Tax.



RICH MEIER'S LANDSCAPING, INC.

652 WEST AVENUE L14 LANCASTER, CA 93534
PH# 661/723-2220 * FAX# 661/723-2229

PAYROLL RECORD KEEPING AND REGULATORY COMPLIANCE

(CONTINUED)

E. Any employee that works more than eight (8) hours in any workday or more than Forty (40) in any workweek is considered overtime and will be compensated at one-half times their regular rate.

Maintenance

Date:2013

DAILY JOB TIME SHEET

TRUCK- #

[illegible]

No Person to work overtime without special authorization

Authorization of Overtime Signature of Supervisor:

Crew's Weekly Attendance YARD SIGN IN SHEET

Month:

Truck # 6	M	T	W	TH	F	Sat	Sun	Total
Truck # 10								
Truck # 12								
Truck # 14								
Truck # 38								
Irrigation								
LANDSCAPING								

O=OUT / I=IN

PARKS

EMPLOYEE

DATE:2013

RICH MEIER'S LANDSCAPING

Signature

Dept.	Mon.	Hrs.	Tues.	Hrs.	Wed.	Hrs.	Thurs.	Hrs.	Fri.	Hrs.	Sat	Hrs.	Sun	Hrs.	Total
A 700	649		649		649		649		649		649				
A 700	678/679 681	2/3/3	675		680		671		676				652		
A 700	652		652		652		672		652						
A 700	652		647		649/647	6/2	648		647		705		705		
A 700	652		652		652		652								
A 700	652		647		705		648		705						
A 700	681		674		680		672		676						
A 700	652		647		648		649				652		652		
A 700	652		652				652		652		652		652		
A 700	649				649		649		649		649		649		
A 700	652		652		652		652				652		652		
A 700	648		648		648		648		648				648		
A 700	649		649		649				649		649		649		
A 700	681		674		680		672		676						
A 700	681		674		680		672		676						
A 700	648		648		649		648				648		648		
A 700	677/678 681	3/2/3	674/675 4/4		673/679 680	5/2,5/5	671/672 4/4		676						
A 700	652		647		649/647	6/2	648		647						
A 700	678/679 681	2/3/3	675		680		671		676						
A 700	652		652				652		652		652		652		
A 700	648		648		648		648				648		648		
A 700	652		652		652		652				652		652		
A 700	652		652		652		652		652				652		
A 700	652		652		652		652		652		652		652		
A 700	652		652		652		652		652		652		652		

No Person to work overtime without special authorization *Must be checked and signed by supervisor

Authorization of Overtime Signature of Supervisor

CO. FILE DEPT. CLOCK NUMBER
R1M 000800 1

049-0001

RICH MEIER'S LANDSCAPING, INC.
652 WEST AVENUE L 14
LANCASTER CA 93534

Earnings Statement



Period Beginning: 12/09/2013
Period Ending: 12/15/2013
Pay Date: 12/20/2013

Taxable Marital Status: Married
Exemptions/Allowances:
Federal: 0
CA: 0

Social Security Number: [REDACTED]

Earnings	rate	hours	this period	year to date
Regular	12.5000	40.00	500.00	25,500.00
Gross Pay			\$500.00	25,500.00

Deductions	Statutory	
Federal Income Tax	-34.04	1,736.90
Social Security Tax	-31.00	1,581.00
Medicare Tax	-7.25	369.75
CA State Income Tax	-6.22	317.22
CA SUI/SDI Tax	-5.00	255.00
Net Pay		\$416.49

Your federal taxable wages this period are \$500.00

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TEAR HERE

© 2000 ADP, Inc.

VERIFY DOCUMENT AUTHENTICITY - COLORED AREA MUST CHANGE IN TONE GRADUALLY AND EVENLY FROM DARK AT TOP TO LIGHTER AT BOTTOM

RICH MEIER'S LANDSCAPING, INC.
652 WEST AVENUE L 14
LANCASTER CA 93534

R1M
Payroll check number [REDACTED]
Pay date: 12/20/2013

90-182/t213

Pay to the order of: [REDACTED]
This amount: FOUR HUNDRED SIXTEEN AND 49/100 DOLLARS **\$416.49**

ISSUED BY ADP PAYROLL SERVICES, INC. ASSISTANCE WITH VERIFICATION AVAILABLE AT 877-423-7243

VOID AFTER 180 DAYS

ADP AUTHORIZED SIGNATURE *McShull*



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RICH MEIER'S LANDSCAPING, INC.

652 WEST AVENUE L 14 LANCASTER CA 93534
PHONE: (661) 723-2220 * FAX: (661) 723-2229

Experience



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RICH MEIER'S LANDSCAPING, INC.

652 WEST AVENUE L14 LANCASTER CA 93534
PH# 661/723-2220 * FAX# 661/723-2229

Contractors Experience and Key Personnel

Company Profile: Rich Meier's Landscaping Inc. began operations as a full service commercial landscape contracting firm in October of 1991. Specialties in landscaping include military housing projects, residential production housing, schools, sports complexes and large scale commercial landscape construction. Based on the need for contract maintenance services required by this type of work, we also offer full service commercial landscape maintenance. Specialties in maintenance include all phases of park, city and resort commercial maintenance.

Success in military and public works contracting has relied on Rich Meier's Landscaping ability to competitively bid and execute a project that exceeds minimum guideline as shown on the plan. Our installation practices and use of high quality materials has resulted with a high volume of installations with little or no warranty concerns. The high desert offers a very challenging environment for establishing and maintaining landscape. Our most notable success has been to install and maintain large landscape installations to a high degree of success any time of year.

Along with currently maintaining the City of Palmdale the last 10 years we also have been awarded and our currently performing numerous Maintenance contracts with the County of Los Angeles Parks and Recreation division and Special Districts. We maintained the City of Lancaster for 3 years, 2005 through 2008.

Key Personnel:

Rich Meier: President, 29 years experience in all aspects of landscape /irrigation contracting. Sole proprietor of Rich Meier's Landscaping for 8 years until the company incorporated in 2000. Prior to starting Rich Meier's Landscaping he was the field operations manager for a large commercial landscape company. Extensive knowledge in landscape design, estimating, landscape/irrigation installation and maintenance. He started the landscape maintenance division to fill the need for in-house quality maintenance services required by current construction contracts. He maintains an active "hands-on" role in all aspects of the day to day operations of both the landscape and maintenance divisions.

Richard Cambaliza: Maintenance Superintendent, 20 years experience in large scale public works and commercial landscape maintenance. He has supervised maintenance services for numerous Los Angeles County Park facilities. Ability to provide quality maintenance service in a very competitive market. Established a solid working relationship with County personnel while managing maintenance services at El Cariso, Veteran's, Crescenta Valley, Two Strike, Alta Dena, Castaic Lake, Santa Clarita Parks, City Of Palmdale and the City Of Lancaster.

Maurillo Diaz: Foreman for 22 years. Has extensive knowledge in Landscaping install, maintenance and irrigation. He is bilingual and has excellent management and task scheduling skills. His many years experience in landscaping & irrigation installation allows us to accommodate the county in any special needs for installation of plants or irrigation



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RICH MEIER'S LANDSCAPING, INC.

652 WEST AVENUE L14 LANCASTER, CA 93534
PH# 661/723-2220 * FAX# 661/7123-2229

Key Personnel: (continued)

Ezequiel Munoz: Supervisor with 23 years experience in all phases of landscape and irrigation installation and maintenance services. He has played an active role as either a foreman or supervisor at the above mentioned county parks. He has outstanding managerial skills, is bilingual which allows him to communicate well with any concerns a private citizen or vendor may have.

Jesus Reyes: Foreman for the City of Palmdale for 8 years. Has 18 years experience in Landscape Maintenance And irrigation repair. He has excellent task scheduling skills, is bi-lingual and has been running the City of Palmdale LMD's for 4 years. Very knowledgeable of all Zones and facilities in The City of Palmdale.

Randy Cambaliza : 13 Years experience in maintenance. He runs our Commercial Maintenance Division. Has expertise in all aspects of Commercial Maintenance, irrigation and task scheduling. He runs al of our post maintenance operations - public works - new construction.

Anna Meier: Office Manager, 20 years accounting experience. She has extensive knowledge in all phases of City, County, & Military certified payroll reporting, insurance requirements. She supervises accounts payable & accounts receivables departments with a "hands-on" approach. Handles all Financial business transactions, including state-ments, banking, payroll and payables. She has built an excellent relationship with the County and City personnel as well as all vendors and customers that we do business with.

Dave Burwell: Chemical Advisor-Applicator - Over 40 years experience in Landscape Management and Chemical applications. Has worked for L.A. county in various positions within their Parks & recreation Department. Trains and advises our employees on spraying chemicals and Rodent control.

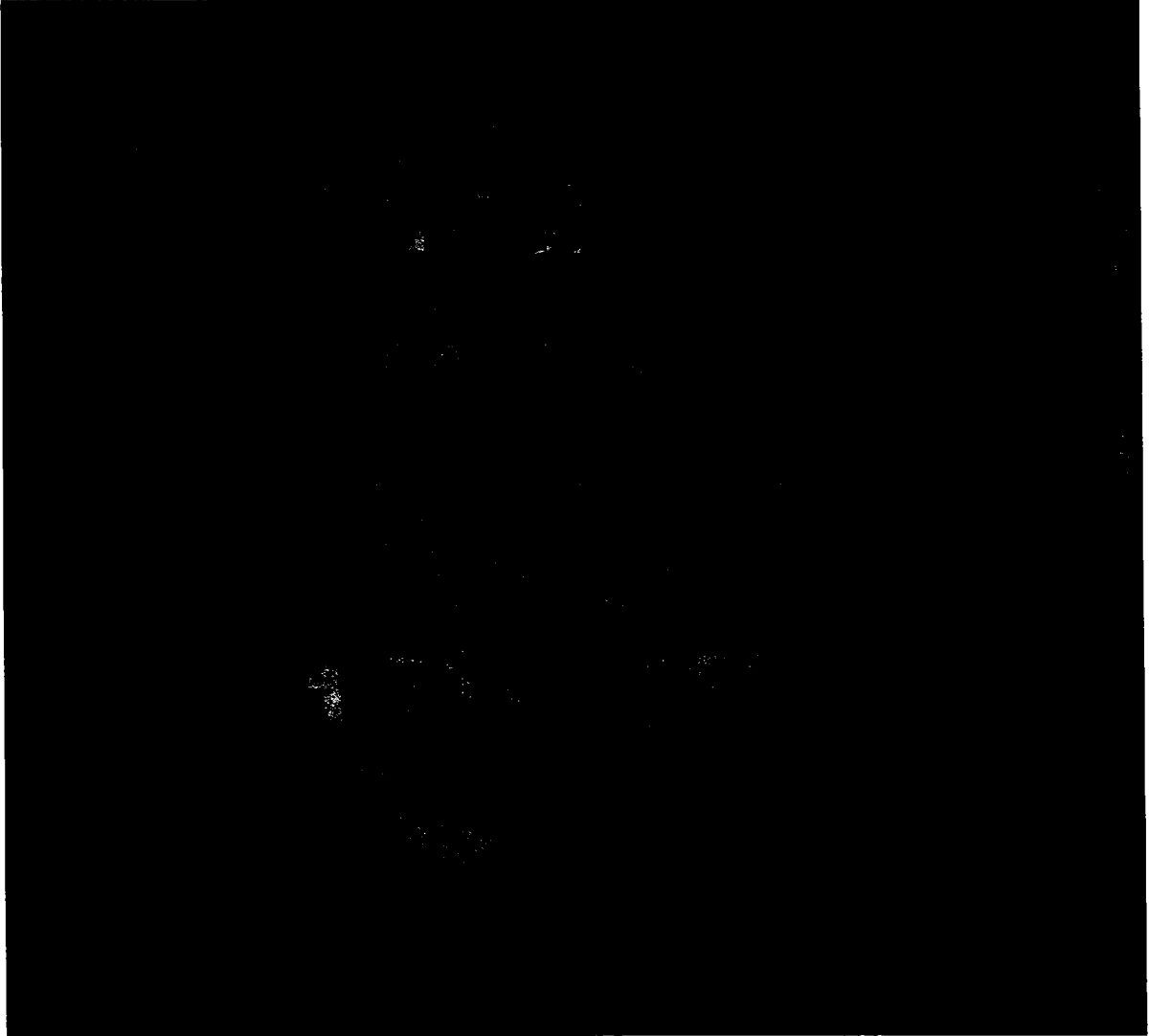


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RICH MEIER'S LANDSCAPING, INC.

652 WEST AVENUE L 14 LANCASTER CA 93534
PHONE: (661) 723-2220 * FAX: (661) 723-2229

Uniforms



Example of Work Uniform

All employees are required to wear the uniform pictured above.



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RICH MEIER'S LANDSCAPING, INC.

652 WEST AVENUE L 14 LANCASTER CA 93534
PHONE: (661) 723-2220 * FAX: (661) 723-2229

Work Plan



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RICH MEIER'S LANDSCAPING, INC.

41636 50TH STREET WEST LANCASTER, CA 93536

PH# 661/718-0523 * Fx# 661/718-0793

E-mail: rmlandscape@verizon.net

Work Plan and Quality Assurance Plan

Rich Meier's Landscaping, Inc. has been performing contract park maintenance work for 16 years. We have the equipment and experienced manpower to start any size job on a days noticed. With our current maintenance accounts with the City of Palmdale Parks, El Cariso, Santa Clarita, Veterans, Castaic Lake and Special Districts Area Zones 19,36,37,38,40,55,56,64,70. We bring extensive knowledge in all aspects of landscape irrigation and grounds maintenance.

In reviewing the County of Los Angeles' RFP's, we feel that we are superbly qualified to accommodate any and all maintenance needs of the County's Department of Public Works. If adjustments are required, it will not be a problem to adapt or reconfigure our man-power.

Rich Meier's Landscaping has an extensive fleet of trucks, tractors, mowing equipment, chippers, weed eaters, sprayers, blowers, edger's, golf carts, utility vehicles, misc. hand tools, and general cleaning supplies at our immediate disposal to perform any and all tasks. We have Waste Management, Empire Cleaning Supplies and several other vendors in the area that we use and they can provide us with immediate service.

Rich Meier's Landscaping employs an in house advisor and chemical applicator that specializes in herbicide and pesticide applications. Upon inspection this will allow us to notify the county immediately of any turf and problems.

Prior to any chemical application our in house advisor will determine the practicality of the operation at each site. Before each application all material safety data sheets (MSDS) will be checked. Each truck will have this in a safety log in their trucks.

We will be sending out 2 men to handle all aspects of operation. All tools needed to perform the job will be on our trucks. All irrigation and reporting will be done by our field Supervisor and reported to the Department of Public work promptly.

* COMMERCIAL * RESIDENTIAL * PUBLIC WORKS * MILITARY * SATELLITE SYSTEMS * STREETSCAPES * MAINTENANCE *

CSLB Licensed

General Liability Insured

Workers Comp & Auto Insured

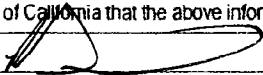


RICH MEIER'S LANDSCAPING, INC.

652 WEST AVENUE L 14 LANCASTER CA 93534
PHONE: (661) 723-2220 * FAX: (661) 723-2229

Required Forms

VERIFICATION OF PROPOSAL

DATE: , 2013		THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:	
1. This Declaration is given in support of a Proposal for a Contract with The County Of Los Angeles. The Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected.			
2. Name of Service: Landscape Maintenance for Waterworks District 36, 37 and 40 Facilities (2013-PA029)			
DECLARANT INFORMATION			
3. Name Of declarant: Richard Meier			
4. I Am duly vested with the authority to make and sign instruments for and on behalf of the Proposer(s): Rich Meier's Landscaping, Inc.			
5. My Title, Capacity, Or Relationship to the Proposer(s) is: President			
PROPOSER INFORMATION			
6. Proposer's full legal name: Richard Allen Meier		Telephone No.: 661/723-2220	
Physical Address (NO P.O. BOX): 652 West Avenue L14 Lancaster, Ca 93534		Mobile No.: 661/478-1848	
e-mail: rmlandscaping@verizon.net		Fax No.: 661/723-2229	
County WebVen No.: 10919801	IRS No.: 95-4787803	Business License No.: 10019729	
7. Proposer's fictitious business name(s) or dba(s) (if any): None			
County(s) of Registration: None	State: None	Year(s) became DBA: None	
8. The Proposer's form of business entity is (CHECK ONLY ONE):			
<input type="checkbox"/> Sole proprietor	Name of Proprietor: N/A		
<input checked="" type="checkbox"/> A corporation:	Corporation's principal place of business: 652 West Avenue L14 Lancaster, Ca 93534		
	State of incorporation: California	Year incorporated: 2000	
<input type="checkbox"/> Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts	President/CEO:		N/A
	Secretary:		N/A
<input type="checkbox"/> A general partnership:	Names of partners: N/A		
<input type="checkbox"/> A limited partnership:	Name of general partner: N/A		
<input type="checkbox"/> A joint venture of:	Names of joint venturers: N/A		
<input type="checkbox"/> A limited liability company:	Name of managing member: N/A		
9. The only persons or firms interested in this proposal as principals are the following:			
Name(s) Richard Meier	Title President	Phone 661/723-2220	Fax 661/723-2229
Street 652 West Avenue L14	City Lancaster	State CA	Zip 93534
Name(s) Anna Marie Meier	Title Vice President	Phone 661/723-2220	Fax 661/723-2229
Street 652 West Avenue L14	City Lancaster	State CA	Zip 93534
10. Is your firm wholly or majority owned by, or a subsidiary of another firm? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, name of parent firm: N/A State of incorporation/registration of parent firm: N/A			
11. Has your firm done business under any other name(s) within the last five years? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, please list the other name(s): Name(s): N/A Year of name change: _____ Name(s): N/A Year of name change: _____			
12. Is your firm involved in any pending acquisition or merger? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, indicate the associated company's name: N/A			
13. Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and the Director's judgment shall be final.			
14. I am making these representations and all representation contained in this proposal based on information that they are true and correct to the best of my information and belief.			
I declare under penalty of perjury under the laws of California that the above information is true and correct.			
Signature of Proposer or Authorized Agent: 			Date: 12/17/2013
Type name and title: Richard Meier - President			

**SCHEDULE OF PRICES
FOR
LANDSCAPE MAINTENANCE SERVICE FOR WATERWORKS DISTRICT 36, 37, AND
40 FACILITIES (2013-PA029)**

The undersigned Proposer offers to perform the work described in the Request for Proposals (RFP) for the following price(s). The Proposer rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, replacement of any plant material that dies due to Contractor's improper maintenance procedures up to a maximum 15 gallon size at no cost, and supplies unless stated otherwise in the RFP. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices (price per month) quoted, if any, will apply to the actual quantities, whatever they may be.

ITEM A Weekly maintenance of lawns, ground cover and shrubs, trees, weed control, debris removal, and irrigation systems, as specified in Exhibit A, Scope of Work, for the following locations:

ITEM	DESCRIPTION	NO. OF MONTHS	PRICE PER MONTH	ANNUAL PRICE (PRICE PER MONTH X 12)
A.1	741 West Avenue M (M-7) Lancaster, CA 93534 (outside of wall, street side grass area and xeriscape area approx 9500 square feet)	12	\$ 375.00	\$ 4,500.00
A.2	North Maintenance Area Office 260 East Avenue K-8 Lancaster, CA 93534 APN 3126 027 962 (inside secured area/employee parking and outside of secured area/customer parking, including the landscaped areas along the streets that border the districts property)	12	\$ 375.00	\$ 4,500.00
A.3	43205 North Division Street (K-8 & Div) Lancaster, CA 93534 (outside of wall street side)	12	\$ 375.00	\$ 4,500.00
A.4	44349 North Beech Avenue (Well 5) Lancaster, CA 93534 (outside of walls street side of Beech St. & Cedar St.)	12	\$ 375.00	\$ 4,500.00
A.5	44205 North 15th Street (15th Street) Lancaster, CA 93534 (outside of wall street side)	12	\$ 375.00	\$ 4,500.00
A.6	1701 West Avenue H-8 (Waterbag) Lancaster, CA 93534 (outside of fence facing streets)	12	\$ 375.00	\$ 4,500.00
SUBTOTAL ITEM A				\$ 27,000.00

ITEM B **Bi-monthly (every two months) maintenance of ground cover and shrubs, trees, weed control, debris removal, irrigation systems, and comply with County of Los Angeles Agricultural Commissioner Weights and Measures (ACWM) Weed Abatement program, as specified in Exhibit A, Scope of Work, for the following locations:**

ITEM	DESCRIPTION	NO. OF MONTHS	PRICE PER MONTH	ANNUAL PRICE (PRICE PER MONTH X 6)
B.1	741 West Avenue M (M-7) Lancaster, CA 93534 APN 3128-011-900/3128-011-901 4.2 acres with facilities and pavement, (The work area includes inside the fenced area, and the space between fence and block wall on west side.)	6	\$ <u>267.00</u>	\$ <u>1,602.00</u> /
B.2	41956 North 5th Street East (M-5) Lancaster, CA 93535 APN 3126-022-913 7.2 acres with facilities (The work area includes inside the fenced area, and 10 feet from the gate openings.)	6	\$ <u>267.00</u>	\$ <u>1,602.00</u> /
B.3	43205 North Division Street (K-8 & Div) Lancaster, CA 93534 APN 3126-008-904 2.4 acres with facilities and pavement, (The work area includes inside the fence line and the space between the fence and block walls on north and south.)	6	\$ <u>267.00</u>	\$ <u>1,602.00</u> /
B.4	43325 North Division Street (Well 19) Lancaster, CA 93534 APN 3126-008-901 (Interior yard and exterior approx 4,200 square feet.)	6	\$ <u>33.00</u>	\$ <u>198.00</u> /
B.5	43029 N. Rucker Street (K-12 & 30th) Lancaster, Ca 93535 APN 3170-064-900, 3170-064-901 0.7 acres with facilities and pavement (The work area includes inside the fenced area is completely paved, and east exterior of Fenced area, which is xeriscape.)	6	\$ <u>66.00</u>	\$ <u>396.00</u> /
B.6	3147 1/4 Patti Lane (Well 77) Lancaster, Ca 93535 APN 3170-063-901, 3170-063-902 0.4 acres with facilities and pavement (The work includes inside of the fenced area, which is completely paved and outside the fenced area, which is xeriscape on south side facing street.)	6	\$ <u>66.00</u>	\$ <u>396.00</u> /
B.7	3601 East Avenue J-8 (East Side 1) Lancaster, CA 93534 APN 3150-013-900 2.0 acres with facilities and pavement (The work area includes inside the fenced area, and the exterior planter on the south side.)	6	\$ <u>267.00</u>	\$ <u>1,602.00</u> /

ITEM	DESCRIPTION	NO. OF MONTHS	PRICE PER MONTH	ANNUAL PRICE (PRICE PER MONTH X 6)
B.8	44552 27th Street East (East Side 2) Lancaster, CA 93534 APN 3150-027-900 4.8 acres with facilities and pavement (The work area includes inside the fenced area, and the exterior planter on the west side facing street.)	6	\$ 267.00	\$ 1,602.00 ✓
B.9	8820 East Nugent Street (Old Timers) Lancaster, CA 93535 APN 3376-005-901 0.2 acres with facilities and pavement (The work area includes inside the fenced area, and 6 feet to the east, and north outside the fenced area.)	6	\$ 66.00	\$ 396.00 ✓
B.10	2542 East Avenue E-12 (Beverly Martin) Lancaster, CA 93534 APN 3145-030-900 2.0 acres with facilities (The work area includes inside the fenced area, and 12 feet to the north outside of the fenced area.)	6	\$ 267.00	\$ 1,602.00 ✓
B.11	45548 North Division Street (Fairgrounds) Lancaster, CA 93535 APN 3176-005-913 0.7 acres with facilities (The work area includes inside the fenced area, and 300 square feet by the west gate outside of the fenced area.)	6	\$ 66.00	\$ 396.00 ✓
B.12	45580 North 5th Street East (Well 84) Lancaster, CA 93535 APN 3176-012-900 0.4 acres with facilities, completely xeriscape (The work area includes inside the fenced area, and the park ways outside of the fenced area.)	6	\$ 66.00	\$ 396.00 ✓
B.13	44751 Trevor Ave (Well 62) Lancaster, CA 93534 APN 3138-18-900, 3138-18-905 0.3 acres with facilities (The work area includes inside and outside the fenced area, including 6 feet to the east, and north outside of the fenced area.)	6	\$ 66.00	\$ 396.00 ✓
B.14	319 West Ovington Street (Well 17) Lancaster, CA 93534 APN 3138-017-900 2500 square feet with facilities (The work area includes inside the fenced area, and 3 feet around the outside of the fenced area.)	6	\$ 33.00	\$ 198.00 ✓
B.15	419 West Ave. J (J & Trevor) Lancaster, CA 93534 APN 3138-003-904, 3138-003-905 2.8 acres with facilities and pavement (The work area includes inside the fenced area, the outside perimeter and 6 feet on north, east, and 800 square feet on the south west corner facing Ave. J south side outside the fenced area.)	6	\$ 267.00	\$ 1,602.00 ✓

4486
6585

ITEM	DESCRIPTION	NO. OF MONTHS	PRICE PER MONTH	ANNUAL PRICE (PRICE PER MONTH X 6)
B.16	44349 North Beech Avenue (Well 5) Lancaster, CA 93534 APN 3132-009-900 0.5 acres with facilities (The work area includes inside the fenced area.)	6	\$ 66.00	\$ 396.00 ✓
B.17	43205 North 5th Street West (K-8 & 5th) Lancaster, CA 93534 APN 3128-003-900, 3128-003-901 Facilities and pavement (The work area includes inside of the fenced area, under the solar array which is approximately 0.75 acres inside of the fenced area, and 6 feet east and south outside of the fenced area.)	6	\$ 66.00	\$ 396.00 ✓
B.18	42186 North 5th street west (Wells 32 & 87) Lancaster, CA 93534 APN 3128-004-900 1.2 acres with facilities (The work area includes inside both the fenced areas, between the fenced areas, and 100 feet north, 6 feet to the east south and west of the fenced areas.)	6	\$ 133.00	\$ 798.00 ✓
B.19.	44205 North 15th Street West (15th street) Lancaster, CA 93534 APN 3123-011-901 2.3 acres with facilities and pavement (The work area includes inside the fenced area.)	6	\$ 267.00	\$ 1,602.00 ✓
B.20	1248 West Avenue H (Centennial) Lancaster, CA 93536 0.85 acres facilities and pavement (The work area includes inside of the fenced area, and outside the fenced area to the street.)	6	\$ 133.00	\$ 798.00 ✓
B.21	45938 North 15th Street West (Well 51) Lancaster, CA 93534 0.22 acres facilities (The work area includes inside the fenced area, and the area outside the fence on the north and west facing the street.)	6	\$ 66.00	\$ 396.00 ✓
B.22	1701 West Avenue H-8 (Waterbag) Lancaster, CA 93534 APN 3119-001-900, 3119-001-901 0.9 acres with facilities (The work area includes inside the fenced area, and the space between neighboring fence/wall on west and north side.)	6	\$ 133.00	\$ 798.00 ✓
B.23	702 1/2 West Ave. H-13 Lancaster, CA 93534 APN 3135-020-900 0.3 acres vacant land (The work area includes inside the fenced area, and the space facing the street.)	6	\$ 66.00	\$ 396.00 ✓
B.24	44836 North 27th Street West (Landmark) Lancaster, CA 93534 APN 3153-015-953 0.9 acres facilities and pavement (The work area includes inside the fenced area, and the area outside the fence on the west, facing the street.)	6	\$ 133.00	\$ 798.00 ✓

ITEM	DESCRIPTION	NO. OF MONTHS	PRICE PER MONTH	ANNUAL PRICE (PRICE PER MONTH X 6)
B.25	45012 North 27th Street West (Wells 49 & 68) Lancaster, CA 93536 APN, 3153-067-908,3153-067-909,3153-067-910 0.95 acres with facilities and pavement (The work area includes inside the fenced area, and the area outside the fence on the west, facing the street.)	6	\$ <u>133.00</u>	\$ <u>798.00</u> ✓
B.26	3310 West Avenue K (Well 37) Lancaster, CA 93536 APN 3112-001-003 0.95 acres facilities and pavement (The work area includes inside the fenced area and outside facing the street.)	6	\$ <u>133.00</u>	\$ <u>798.00</u> ✓
B.27	43808 North 50th Street West (J-12 & 50th) Lancaster, CA 93536 APN 3153-025-905 4.9 acres facilities and pavement (The work area includes inside the three fenced areas, 1.2 acres 600 square feet, and 1600 square feet. The area outside the fences shall be cleared at least 100 feet from all structures, including structures that are outside of the property line.)	6	\$ <u>267.00</u>	\$ <u>1,602.00</u> ✓
B.28	42158 North 60th Street West (L-12 & 60th) Lancaster, CA 93536 APN 3102-001-907 1.2 acres facilities (The work area includes inside the fenced area, the area between block walls and chain link, and the area outside of the wall facing the street.)	6	\$ <u>133.00</u>	\$ <u>798.00</u> ✓
B.29	41341 North 60th Street West (M-11 & 60th) Lancaster, CA 93551 APN 3102-001-907 0.5 acres facilities and pavement (The work area includes inside the fenced area, and the area outside of the wall facing the street.)	6	\$ <u>66.00</u>	\$ <u>396.00</u> ✓
B.30	40400 Gemelos Court (Rancho Vista Tank) Palmdale, CA 96551 APN 3001-044-901 4.0 acres facilities and pavement (The work area includes everything inside of the paved area, drive way and the area north of the gate on Gemelos. The area outside the fences shall be Cleared at least 100 feet from all structures. Including structures that are outside of the property line.)	6	\$ <u>267.00</u>	\$ <u>1,602.00</u> ✓
B.31	1054 West Rancho Vista Blvd (P-10) Palmdale, CA 93551 APN 3003-003-903 1.5 acres facilities and pavement (The work area includes inside the fenced area, and the area on each side of the driveway from the street to the fenced area.)	6	\$ <u>200.00</u>	\$ <u>1,200.00</u> ✓

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ITEM	DESCRIPTION	NO. OF MONTHS	PRICE PER MONTH	ANNUAL PRICE (PRICE PER MONTH X 6)
B.32	40163 North Division (O-4 & Div) Palmdale, CA 93551 APN 3005-040-900 0.9 acres facilities and pavement (The work area includes inside the fenced area, and the area outside the fence on the west side of the pump station only.)	6	\$ 133.00	\$ 798.00 ✓
B.33	2710 Elizabeth Lake Road Palmdale, CA APN 3206-019-903 1.2 acres facilities and pavement (The work area includes inside the fenced area, and the area on each side of the driveway from the street to the fenced area.)	6	\$ 133.00	\$ 798.00 ✓
B.34	2700 Moonwort Terrace (Ana Verde) Palmdale, CA APN 3206-062-901 1.2 acres facilities and pavement (The work area includes inside the fenced area, and the area on each side of the driveway from the street to the fenced area.)	6	\$ 133.00	\$ 798.00 ✓
B.35	38601 North Tierra Subida (TS PS) Palmdale, CA 93551 0.2 acres facilities and pavement (The work area includes inside the fenced area, three feet outside the fenced area and the slop on the south west side of the driveway.)	6	\$ 66.00	\$ 396.00 ✓
B.36	Well 27-5 8955 East Avenue U Littlerock, CA 93543-017 APN 3046-017-900 0.9 acres with facilities (The work area includes inside the fenced area, and outside the fenced area, south to the street.)	6	\$ 133.00	\$ 798.00 ✓
B.37	9551 East Avenue U (Well 27-3) Littlerock, CA APN 3046-015-900 0.45 acres with facilities (The work area includes inside the fenced area, outside the fenced area from the fence to the street.)	6	\$ 66.00	\$ 396.00 ✓
B.38	10555 East Avenue T (Well 27-7) Littlerock, CA 93543 APN 3044-020-900 0.2 acres with facilities (The work area includes inside the fenced area, outside the fenced area from the fence to the streets, east and south.)	6	\$ 66.00	\$ 396.00 ✓
B.39	36201 North 116th Street East (Well 24-5) Pearblossom, CA 93543 APN 3046-027-902 3000 square feet with facilities (The work area includes inside the fenced area, and 15 feet outside of all four sides of the fenced area.)	6	\$ 33.00	\$ 198.00 ✓

ITEM	DESCRIPTION	NO. OF MONTHS	PRICE PER MONTH	ANNUAL PRICE (PRICE PER MONTH X 6)
B.40	36048 North 116th Street East (Well 24-4) Pearblossom, CA 93543 APN 3039-018-900, 3039-018-901, 3039-018-902 6.4 acres, with facilities (The work area includes inside the fenced areas, and 15 feet outside of all four sides of the fenced areas.)	6	\$ 267.00	\$ 1,602.00 ✓
B.41	35446 North 116th Street East (116th PS) Pearblossom, CA 93543 APN 3039-029-908 20 acres parcel, 3.25 acres are fenced with facilities (The work area includes inside of the fenced area and outside of the fence facing 116th street.)	6	\$ 801.00	\$ 4,806.00 ✓
B.42	37955 North 110th Street East (110th & R) Littlerock, CA 93543 APN 3041-020-901 1.3 acres with facilities and pavement (The work area includes inside and outside of the fence all 1.3 acres.)	6	\$ 133.00	\$ 798.00 ✓
B.43	16511 East Coolwater (Coolwater PS) Palmdale, CA 93551 APN 3073-004-900 0.4 acres with facilities and pavement (The work area includes inside the fenced area, 3 feet outside the perimeter, and area from fence to the street.)	6	\$ 66.00	\$ 396.00 ✓
B.44	40590 North 177th Street East (177th PS) Lancaster, CA 93535 APN 3071-018-900, 3071-018901 1.4 acres with facilities and pavement (The work area includes inside the fenced area, and outside the fenced area to the street.)	6	\$ 200.00	\$ 1,200.00 ✓
B.45	41000 North 172nd Street East (well 38-4) Lancaster, CA 93535 APN 3071-004-900 0.7 acres with facilities (The work area includes inside the fenced area, and outside the fenced area to the street.)	6	\$ 66.00	\$ 396.00 ✓
B.46	41847 North 170th Street East (35-2 PS) Lake Los Angeles, CA 93535 APN 3363-009-900 1.2 acres with facilities and pavement (The work area includes inside the fenced area, and three feet on each side of the driveway to the street.)	6	\$ 133.00	\$ 798.00 ✓
SUBTOTAL ITEM B				\$ 42,132.00 ✓

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ITEM C Quarterly (once every three months) maintenance of ground cover and shrubs, trees, weed control, debris removal, irrigation systems, and comply with County of Los Angeles Agricultural Commissioner Weights and Measures (ACWM) Weed Abatement program, as specified in Exhibit A, Scope of Work, for the following locations:				
ITEM	DESCRIPTION	NO. OF MONTHS	PRICE PER MONTH	ANNUAL PRICE (PRICE PER MONTH X 4)
C.1	43000 North 7th Street East (Well 31) Lancaster Ca 93535 APN 3126-012-900 0.5 acres lot on north east corner (The work area includes inside the fenced area, and exterior of fenced area, 6 feet to the east, south and west.)	4	\$ 93.00	\$ 372.00 ✓
C.2	43205 North 25th Street West Lancaster, CA 93534 APN 3112-005-905 0.9 acre unimproved lot on north west corner (The work area includes area from neighboring fence lines to streets K-8 & 25th Street West.)	4	\$ 186.00	\$ 744.00 ✓
C.3	40800 Godde Hill Rd Approximate address Palmdale Ca 93551 APN 3001-001-907 1.4 acres unimproved lot (Comply with ACWM weed abatement program.)	4	\$ 186.00	\$ 744.00 ✓
C.4	41610 75th Street West (M-8 & 75th tanks) Palmdale, CA 93551 APN 3204-024-900 2.8 acres with facilities and pavement (The work area includes inside the fence line and 6 feet on each side of the gate.)	4	\$ 373.00	\$ 1,492.00 ✓
C.5	3002 West Avenue P-12 (City Ranch) Palmdale, CA 93551 APN 3003-084-903 9.5 acres and comply with ACWM weed abatement program (The work area includes 500 feet of drive way, and inside the chain link fenced area approximately 1.25 acres of facilities and pavement.)	4	\$ 186.00	\$ 744.00 ✓
C.6	38501 North Tierra Subida (Q-9 Tanks) Palmdale, CA 93551 0.5 acres with facilities (The work area includes inside the fenced area, three feet outside of each gate.)	4	\$ 93.00	\$ 372.00 ✓
C.7	38301 North Tierra Subida (Tierra Subida Tanks) Palmdale, CA 93551 1.75 acres with facilities and pavement (The work area includes inside the fenced area, and outside of the gate to the street.)	4	\$ 186.00	\$ 744.00 ✓
C.8	90th street east & Q-14 Palmdale, CA 93591 APN 3027-017-901 0.6 acre unimproved lot on north east corner of 90th & Q-14 (Comply with ACWM weed abatement program.)	4	\$ 93.00	\$ 372.00 ✓
C.9	92nd & Q, The lot east of 9110 East Ave Q Palmdale CA 93591 APN 3027-027-900 1.2 acre unimproved lot (Comply with ACWM weed abatement program.)	4	\$ 186.00	\$ 744.00 ✓

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ITEM	DESCRIPTION	NO. OF MONTHS	PRICE PER MONTH	ANNUAL PRICE (PRICE PER MONTH X 4)
C.10	T-8 & 87th Little Rock CA 93543 APN 3046-009-900 0.8 acre unimproved lot (Comply with ACWM weed abatement program)	4	\$ <u>373.00</u>	\$ <u>1,492.00</u> ✓
C.11	Fort Tejon Road and 89th Street East (27 Tank) Littlerock, CA 93543 APN 3048-021-900 1.0 acres with facilities and pavement (The work area includes inside the fenced area, and 6 feet on each side of the double gate facing the street.)	4	\$ <u>93.00</u>	\$ <u>372.00</u> ✓
C.12	36048 North 116th Street East (3308 tank) Pearblossom, CA 93553 APN 3047-005-900 10,000 square feet with facilities (The work area includes inside the fenced area. Comply with ACWM weed abatement program.)	4	\$ <u>186.00</u>	\$ <u>744.00</u> ✓
C.13	125th Street East & Y-8 (Fort Tejon Tank Site) Pearblossom, CA 93553 APN 3060-010-900 1.0 acres with facilities and pavement (The work area includes inside the fenced area, and 6 feet on each side of the double gate facing the street.)	4	\$ <u>186.00</u>	\$ <u>744.00</u> ✓
C.14	32031 North Valyermo Road (39 tanks) Pearblossom, CA 93553 APN 3061-026-903 0.6 acres with facilities (The work area includes the fenced area, and 6 feet on each side of the gate.)	4	\$ <u>93.00</u>	\$ <u>372.00</u> ✓
C.15	Q-7 & 156th Lake Los Angeles, CA 93591 APN 3029-024-900, 3029-024-902 2.25 acre unimproved lot (Compliance with AWWM weed abatement.)	4	\$ <u>93.00</u>	\$ <u>372.00</u> ✓
C.16	Buttes Tank 39750 North 163rd Street East Palmdale, CA 93551 APN 3074-001-900, 3074-001-902 Approximately 2.0 acres with facilities and pavement (The work area includes the fenced area, and 6 feet on each side of the gates.)	4	\$ <u>93.00</u>	\$ <u>372.00</u> ✓
C.17	44550 North 175th Street & Nugent Lancaster, CA 93535 APN 3350-015-901 0.8 acres with facilities (Work area includes inside the fenced area and 6 feet from each gate.)	4	\$ <u>93.00</u>	\$ <u>372.00</u> ✓
C.18	16856 East Avenue G Lancaster, CA 93535 APN 3358-007-901 0.8 acres with facilities (Work area includes inside the fenced area and 6 feet outside the perimeter of the fence.)	4	\$ <u>93.00</u>	\$ <u>372.00</u> ✓

ITEM	DESCRIPTION	NO. OF MONTHS	PRICE PER MONTH	ANNUAL PRICE (PRICE PER MONTH X 4)
C.19	525 West Forest View Road (Vincent Hill) Acton, CA 93519 APN 3057-009-900 1.8 acres with facilities (Work area includes inside the fenced area and 6 feet from each gate and keeping 200 feet of road clear of brush.)	4	\$ 186.00	\$ 744.00 ✓
C.20	1707 West Sierra Hwy (Acton North Tank) Acton, CA 93510 APN 3057-002-900 0.6 acres with facilities and pavement (Work area includes inside the fenced area and 6 feet from each gate and keeping 200 feet of road clear of brush.)	4	\$ 186.00	\$ 744.00 ✓
C.21	33025 North Crown Valley Road Acton, CA 93510 APN 3208-009-900 1.0 acres with facilities and pavement (Work area includes inside the fenced area in compliance with ACWM Weed Abatement, Planters facing the street and all of the paved areas.)	4	\$ 93.00	\$ 372.00 ✓
C.22	34330 Desert Road (McEnnery PS) Acton, CA 93510 APN 3057-025-900 0.7 acres with facilities and pavement (Work area includes inside the fenced area in compliance with ACWM Weed Abatement.)	4	\$ 186.00	\$ 744.00 ✓
C.23	Desert Road (McEnnery Tank) Acton, CA 93510 APN 3057-004-903 0.5 acres with facilities and pavement (Work area includes inside the fenced area, outside the fenced area, and 100 feet of road.)	4	\$ 93.00	\$ 372.00
C.24	2773 West Sacramento Ave (Acton South Tank) Acton, CA 93510 APN 3208-032-900 0.6 acres with facilities and pavement (Work area includes inside the fenced area, outside the fenced area, and 100 feet of road.)	4	\$ 186.00	\$ 744.00 ✓
C.25	3318 West Soledad Canyon (37-1) Acton, CA 93510 APN 3208-014-900 3500 square feet with facilities and pavement (Work area includes inside the fenced area, and three feet outside the fence perimeter.)	4	\$ 186.00	\$ 744.00 ✓
C.26	30500 Arrastre Cyn. (37-3) Acton, CA 93519 600 square feet inside rehab. camp (Work area includes inside the fenced area, and 10 feet outside the south and east facing fence.)	4	\$ 186.00	\$ 744.00 ✓
C.27	30500 Arrastre Cyn. (37-4) 10,000 square feet Acton, CA 93519 (Work area includes 10 feet perimeter of the two structures and 600 feet of dirt road.)	4	\$ 186.00	\$ 744.00 ✓

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ITEM	DESCRIPTION	NO. OF MONTHS	PRICE PER MONTH	ANNUAL PRICE (PRICE PER MONTH X 4)
C.28	2965 Calm Garden Road (Calm Garden) Acton, CA 93519 APN 3058-024-900 6,000 square feet with facilities and pavement (Work area includes 6 feet from driveway surface to street and in compliance with ACWM weed abatement.)	4	\$ 93.00	\$ 372.00 ✓
C.29	Wayside Honor Rancho (North west corner of parking lot) Castaic, CA 91384 0.2 acres (Work area includes inside the fenced area, and 3 feet outside the fence perimeter)	4	\$ 93.00	\$ 372.00 ✓
C.30	28909 Hasley Cyn Rd (Los Valles PS) Castaic, CA 91384 APN 2866-062-900 0.4 acres with facilities and pavement (Work area includes inside the fenced area and six feet outside the perimeter.)	4	\$ 93.00	\$ 372.00 ✓
C.31	29813 San Martinez Road, Val Verde Castaic, CA 91384 APN 3271-020-908 5,300 square feet unimproved lot compliance with AWWM weed abatement	4	\$ 93.00	\$ 372.00 ✓
C.32	End of San Martinez Road, Val Verde (Cuyama) Castaic, CA 91384 APN 3272-029-902 2.0 acres (Work area includes inside the fenced area and 1400 feet of paved road cleared of brush.)	4	\$ 186.00	\$ 744.00 ✓
C.33	29552 Hasley Canyon Road (Hasley Cyn PS) Castaic, CA 91384 APN 3247-032-900 8500 square feet (Work area includes inside the fenced area and outside the fenced area facing the street.)	4	\$ 93.00	\$ 372.00 ✓
C.34	Hillcrest & Sloan Cyn Rd (Hillcrest reg) Castaic, CA 91384 APN 3247-045-900 650 square feet with facilities clear 10 feet around building	4	\$ 93.00	\$ 372.00 ✓
C.35	31400 Ramero Canyon Road (Hasley Tank) Castaic, CA 91384 APN 3247-026-902 0.5 acres with facilities and pavement (Work area includes inside the fenced area and 700 feet of paved road cleared of brush.)	4	\$ 93.00	\$ 372.00 ✓
	SUBTOTAL ITEM C			\$ 20,840.00

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SUBTOTAL ITEM A	\$ 27,000.00 ✓
SUBTOTAL ITEM B	\$ 42,132.00 ✓
SUBTOTAL ITEM C	\$ 20,840.00 ✓

**SCHEDULE OF PRICES
FOR
LANDSCAPE MAINTENANCE SERVICE FOR WATERWORKS DISTRICT 36, 37, AND
40 FACILITIES (2013-PA029)**

	TOTAL PROPOSED ANNUAL PRICE (INCLUDING ITEMS: A, B, and C)	\$ 89,972.00
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LEGAL NAME OF PROPOSER Rich Meier's Landscaping, Inc.		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON President		
DATE 12/17/2013	STATE CONTRACTOR'S LICENSE NUMBER 775631	LICENSE TYPE C27
PROPOSER'S ADDRESS 		
PHONE 661/723-2220	FACSIMILE 661/723-2229	E-MAIL rmlanscaping@verizon.net

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

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

Company Name: Rich Meier's Landscaping, Inc.			
Company Address: 652 West Avenue L14			
City: Lancaster	State: CA	Zip Code: 93550	
Telephone Number: 661/723-2220			
(Type of Goods or Services): Landscape Maintenance			

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


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

- ☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.
- "Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.
- "Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.
- ☐ My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

Part II: Certification of Compliance

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

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

Print Name: Richard Meier	Title: President
Signature: 	Date: 12/17/2013

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: RICH MEIER'S LANDSCAPING, INC.
 SERVICE BY PROPOSER Landscape Maintenance Service For Waterworks Districts 36, 37, And Facilities (2013-PA029)
 PROPOSAL DATE: 12/18/2013

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

5. CALENDAR YEARS PRIOR TO CURRENT YEAR

	2008	2009	2010	2011	2012	Total	Current Year to Date
1. Number of contracts.	64	39	35	30	30	198	35
2. Total dollar amount of Contracts (in thousands of dollars).	4640641.00	3649314.00	4263684.00	4400911.00	4869955.00	21824505.00	4870000.00
3. Number of fatalities.	0	0	0	0	0	0	0
4. Number of lost workday cases.	3	0	1	0	2	6	3
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.	0	0	0	0	0	0	0
6. Number of lost workdays.	0	0	0	0	38	38	5

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

Richard Meier

Name of Proposer or Authorized Agent (print)

Signature

Date

12/17/13

CONFLICT OF INTEREST CERTIFICATION

I, Richard Meier

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

of Rich Meier's Landscaping, Inc.
Name of proposer

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

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

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

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

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

Signed Date 12/17/2013

PROPOSER'S REFERENCE LIST

PROPOSER NAME: Richard Meier's Landscaping, Inc.

PROPOSED CONTRACT FOR: Landscape Maintenance service for Districts 36,37 and 40 facilities

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

A. COUNTY OF LOS ANGELES AGENCIES

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

SERVICE: Park Maintenance	SERVICE DATES: 12/2007 - 12/2014	SERVICE: Park Maintenance	SERVICE DATES: 02/2008-02/2015
DEPT/DISTRICT: El Cariso Community Park /L.A. County Parks & Recreation		DEPT/DISTRICT: Castaic Lake/L.A. County Parks & Recreation	
CONTACT: Steve Dennis		CONTACT: Lori Bennet	
TELEPHONE: 818/364-9325		TELEPHONE: 661/257-4050	
FAX: 818/362-7407		FAX: 661/257-3759	
E-MAIL: sdennis@parks.lacounty.gov		E-MAIL: lbennet@lacountyparks.org	

SERVICE: Park Maintenance	SERVICE DATES: 12/2007-12/2014	SERVICE: LMD Maintenance	SERVICE DATES: 02/2008-02/2014
DEPT/DISTRICT: Veterans Memorial Park/L.A. County Parks & Recreation		DEPT/DISTRICT: Special Districts Zones 19.36.27.38.40.55.56.64.70	
CONTACT: Steve Dennis		CONTACT: Cruz Romero	
TELEPHONE: 818/364-9325		TELEPHONE: 661/257-6593	
FAX: 818/362-7407		FAX: 661/294-7907	
E-MAIL: sdennis@parks.lacounty.gov		E-MAIL: cromero@parks.lacounty.gov	

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES additional L.A. county jobs attached

SERVICE: Landscape Maintenance	SERVICE DATES: 08/2008- Present	SERVICE: Landscape Maintenance	SERVICE DATES: 07/2011-Present
AGENCY/ FIRM: PPG Aerospace		AGENCY/ FIRM: Lockheed	
ADDRESS: 12780 San Fernando Road Sylmar, CA 91342		ADDRESS: 1011 Lockheed Way Palmdale, Ca 93599	
CONTACT: Ludwig Dietrich		CONTACT: Shannon Chamness	
TELEPHONE: 661/803-6047		TELEPHONE: 661/572-2075	
FAX:		FAX:	
E-MAIL:		E-MAIL: shannon.chamness@LMCO.com	

SERVICE:	SERVICE DATES:	SERVICE:	SERVICE DATES:
AGENCY/ FIRM:		AGENCY/ FIRM:	
ADDRESS:		ADDRESS:	
CONTACT:		CONTACT:	
TELEPHONE:		TELEPHONE:	
FAX:		FAX:	
E-MAIL:		E-MAIL:	

PROPOSER'S REFERENCE LIST

PROPOSER NAME: Rich Meier's Landscaping, Inc.PROPOSED CONTRACT FOR: Landscaping Maintenance Service for Waterworks Districts 36, 37 and 40 Facilities (2013-PA029)

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

A. COUNTY OF LOS ANGELES AGENCIES

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

SERVICE	SERVICE DATES
LMD Maintenance	02/2008-08/2014
DEPT/DISTRICT	
Special District Zones	
CONTACT	
Judy Benavidez	
TELEPHONE	
661/257-6592	
FAX	
661/294-7907	
E-MAIL	
jbenavidez@parks.lacounty.gov	

SERVICE	SERVICE DATES
LMD Maintenance	02/2010-02/2014
DEPT/DISTRICT	
Castaic Area Zones	
CONTACT	
Cruz Romero	
TELEPHONE	
661/257-6592	
FAX	
661/294-7907	
E-MAIL	
cromero@parks.lacounty.gov	

SERVICE	SERVICE DATES
Mowing Service	10/2007-10/2014
DEPT/DISTRICT	
AV & Santa Clarita Mowing	
CONTACT	
Steve Dennis	
TELEPHONE	
818/364-9325	
FAX	
818/362-7407	
E-MAIL	
sdennis@parks.lacounty.gov	

SERVICE	SERVICE DATES
DEPT/DISTRICT	
CONTACT	
TELEPHONE	
FAX	
E-MAIL	

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE	SERVICE DATES
AGENCY/FIRM	
ADDRESS	
CONTACT	
TELEPHONE	
FAX	
E-MAIL	

SERVICE	SERVICE DATES
AGENCY/FIRM	
ADDRESS	
CONTACT	
TELEPHONE	
FAX	
E-MAIL	

SERVICE	SERVICE DATES
AGENCY/FIRM	
ADDRESS	
CONTACT	
TELEPHONE	
FAX	
E-MAIL	

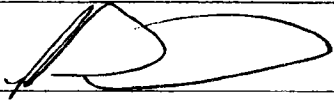
SERVICE	SERVICE DATES
AGENCY/FIRM	
ADDRESS	
CONTACT	
TELEPHONE	
FAX	
E-MAIL	

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name	Rich Meier's Landscaping, Inc.
Address	652 West Avenue L14 Lacnaster, Ca 93534
Internal Revenue Service Employer Identification Number	95-4787803

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

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

Proposer	Rich Meier's Landscaping, Inc.	
Authorized representative	Richard Meier	
Signature		Date 12/17/2013

LIST OF SUBCONTRACTORS

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

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

[illegible]

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

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

FIRM NAME: Rich Meier's Landscaping, Inc.

My County (WebVen) Vendor Number: 10919801

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

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

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

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

Business Structure:	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise
<input type="checkbox"/> Other (Please Specify):					
Total Number of Employees (including owners): 53					
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:					
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff
	Male	Female	Male	Female	Male
Black/African American					
Hispanic/Latino		1	2		45
Asian or Pacific Islander					
American Indian					
Filipino					
White	1				3

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

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	49 %
Women	%	51 %	%	%	%	%

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

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

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

Authorized Signature: 	Title: President	Date: 12/17/2013
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GAIN and GROW EMPLOYMENT COMMITMENT

The undersigned:

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

OR

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

Signature 	Title President
Firm Name Rich Meier's Landscaping, Inc.	Date 12/17/2013

TRANSMITTAL FORM TO REQUEST AN RFP SOLICITATION REQUIREMENTS REVIEW

***A Solicitation Requirements Review must be received by the County
within 10 business days of issuance of the solicitation document***

Proposer Name:	Date of Request:
Project Title:	Project No.

A **Solicitation Requirements Review** is being requested because the Proposer asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- ☐ Application of **Minimum Requirements**
- ☐ Application of **Evaluation Criteria**
- ☐ Application of **Business Requirements**
- ☐ Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Proposer must explain in detail the factual reasons for the requested review.
(Attach additional pages and supporting documentation as necessary.)

Request submitted by:

(Name)

(Title)

For County use only

Date Transmittal Received by County: _____ Date Solicitation Released: _____

Reviewed by: _____

Results of Review - Comments: _____

Date Response sent to Proposer: _____

CHARITABLE CONTRIBUTIONS CERTIFICATION


Rich Meier's Landscaping, Inc.
Company Name
 652 West Avenue L14 Lancaster, CA 93534
Address
 95-4787803
Internal Revenue Service Employer Identification Number

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

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

CERTIFICATION	YES	NO
Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.	(x)	()

OR	YES	NO
Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.	()	(x)

 Signature	December 17, 2014 Date
Richard Meier - President Name and Title (please type or print)	

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

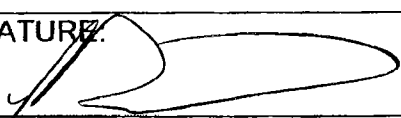
COMPANY NAME: Rich Meier's Landscaping, Inc.		
COMPANY ADDRESS: 652 West Avenue L14		
CITY: Lancaster	STATE: CA	ZIP CODE: 93534

- ☒ I am not requesting consideration under the County's Transitional Job Opportunities Preference Program.

I hereby certify that I meet all the requirements for this program:

- ☐ My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for three years (*attach IRS Determination Letter*);
- ☐ I have submitted my three most recent annual tax returns with my application;
- ☐ I have been in operation for at least one year providing transitional job and related supportive services to program participants; and
- ☐ I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

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

PRINT NAME: Richard Meier	TITLE: President
SIGNATURE: 	DATE: 12/17/2013

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

PROPOSER'S LIST OF TERMINATED CONTRACTS

PROPOSER'S NAME: Rich Meier's Landscaping, Inc.☒ Proposer has not had any contracts terminated in the past three years.

Proposer must list all contracts that have been terminated within the past three years. Terminated contracts are those contracts terminated by an agency or firm before the contract's expiration date. If a contract(s) was terminated, please attach an explanation on a separate sheet, whether the termination was at the fault of the Proposer or not. Any and all terminated contracts should be accompanied with an explanation. It should be noted that contracts that naturally expired need not be listed. The County is only seeking information on

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON: N A	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON: N A	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON: N A	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON: N A	
TELEPHONE:	
FAX:	
E-MAIL:	

contracts that were terminated prior to expiration.

SIGNATURE [Signature]DATE: 12/17/13

PROPOSER'S PENDING LITIGATIONS AND JUDGMENTSProposer's Name: Rich Meier's Landscaping, Inc.

- ☒ Proposer and/or principals are **not** currently involved in any pending litigation; are not aware of any threatened litigation where they would be a party; and have not had any judgments entered against them within the last five years as of the date of proposal submission.

Proposer and/or principals of the Proposer must list below (use additional pages if necessary) all pending litigation, threatened litigation, and/or any judgments entered against them within the last five years as of the date of proposal submission.

A. ☐ Pending Litigation ☐ Threatened Litigation ☐ Judgment (check one)

1. Against ☐ Proposer; ☐ Principal; ☐ Both (check as appropriate)
2. Name of Litigation/Judgment: _____
3. Case Number: _____
4. Court of Jurisdiction: _____
5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

B. ☐ Pending Litigation ☐ Threatened Litigation ☐ Judgment (check one)

1. Against ☐ Proposer; ☐ Principal; ☐ Both (check as appropriate)
2. Name of Litigation/Judgment: _____
3. Case Number: _____
4. Court of Jurisdiction: _____
5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

Signature of Proposer: _____


Date: 12/17/2013

**LANDSCAPE MAINTENANCE SERVICE FOR WATERWORKS DISTRICT 36, 37, AND 40
FACILITIES (2013-PA029)**

PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION

Rich Meier's Landscaping, Inc.

Proposer's Name

652 West Avenue L14 Lancaster, CA 93534

Address

- ☒ If awarded the contract: Proposer will comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this Request for Proposals, and Proposer will procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5 throughout the entire term of the proposed contract, without interruption or break in coverage.
- ☐ If you check this box, your proposal will be determined nonresponsive and your proposal will be disqualified. Proposer will not comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this Request for Proposals, and Proposer will not procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5 throughout the entire term of the proposed contract, without interruption or break in coverage.

Signature of Proposer:



Date: 12/17/2013

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

The Proposer certifies that:

☒ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

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

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

-OR-

☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

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

Print Name: Richard Meier	Title: President
Signature: 	Date: 12/17/2013

STATE BELOW THE INFORMATION FOR ALL EQUIPMENT THAT WILL BE DEDICATED AND/OR DESIGNATED PRIMARY BACKUP TO THIS SERVICE

[illegible]

**LANDSCAPE MAINTENANCE SERVICE FOR WATERWORKS DISTRICT 36, 37, AND 40
FACILITIES**

PROPOSER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE RFP

PROPOSER MUST CHECK A BOX IN EVERY SECTION

Important Note: The information on this form is subject to verification and will not be used for scoring purposes.

Completing this form by itself without including detailed narrative(s) in your proposal to support the minimum mandatory requirement(s) of this RFP, any inconsistencies or inaccuracy in the information provided on this form, and/or your Proposal, may subject your Proposal to disqualification or other actions, at the sole discretion of the County.

At the time of proposal submission, Proposer must meet the following minimum requirements:

1. Proposer must have a minimum of three years of experience providing landscape maintenance services. **Subcontracting is not allowed to meet this requirement.**

- ☒ Yes. Please complete the chart below. (In addition to responding on this form, as specified in Part I, Section 2.A.5, Experience, please provide a detailed narrative in your proposal to validate this minimum mandatory requirement for scoring of your proposal in this category.)

Proposer's Name	Dates of Experience (Mth/Yrs to Mth/Yrs)	Description of Services/Experience	Page Number*
Richard Meier	09/1984	Landscape and Irrigation Maintenance and Installation	
	12/2013		

*List the page number in the proposal containing the proposer's experience.

- ☐ No. Proposer does not meet the experience requirement stated above.

2. Proposer's on-site supervising employee(s) must have at least three years of experience supervising landscaping services. **Subcontracting is not allowed to meet this requirement.**

- ☒ Yes. Please complete the chart below. (In addition to responding on this form, as specified in Part I, Section 2.A.5, Experience, please provide a detailed narrative in your proposal to validate this minimum mandatory requirement for scoring of your proposal in this category.)

Proposer's on-site supervising employee(s) name	Dates of Experience (Mth/Yrs to Mth/Yrs)	Description of Services/Experience	Page Number*
Brian Cambaliza	06/2005	8 years experience in Landscape maintenance	15
	12/2013		
Richard Cambaliza	05/1993	20 years experience in landscape maintenance Supervisor for all county maintenance contracts	15
	12/2013		

(Please attach additional pages if needed.)

*List the page number in the proposal containing the proposer's on-site supervising resume/experience.

- ☐ No. Proposer's on-site supervising employee(s) does not meet the experience requirement stated above.

3. Proposer must submit a copy of a valid and active State Contractor's Class C-27 (Landscaping Contractor) license. **Subcontracting is not allowed to meet this requirement.**

- ☒ Yes. Please complete the chart below.

Type of License	License No.	Name of License Holder	Valid/Active Dates
C27	775631	Richard Meier	02/28/2014

- ☐ No. Proposer does not have the license as stated above.

4. Proposer and/or its Subcontractor(s) must submit a copy of a valid and active State of California Department of Pesticide Regulation Pest Control Business license.

- ☒ Yes. Please complete the chart below.

Type of License	License No.	Name of License Holder	Valid/Active Dates	Subcontractor Yes/No
Pest Control	32291	Rich Meier's Landscaping, Inc.	12/31/2015	NO

- ☐ No. Proposer and/or its Subcontractor(s) does not have the license as stated above.

5. Proposer's and/or its Subcontractor(s) employee must submit a copy of a valid and active State of California Agricultural Pest Control Qualified Applicator license.


- ☒ Yes. Please complete the chart below.

Type of License	License No.	Name of License Holder	Valid/Active Dates	Subcontractor Yes/No
Applicators License BCDF	QAL 100497	David M. Burwell	12/31/2014	No

- ☐ No. Proposer and/or its Subcontractor(s) does not have the license as stated above.

**LANDSCAPE MAINTENANCE SERVICE FOR WATERWORKS DISTRICT 36, 37, AND 40
FACILITIES****PROPOSER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE RFP**

Proposer declares under penalty of perjury that the information stated above is true and accurate. Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected at the sole discretion of the County.

Proposer's Name: Rich Meier's Landscaping, Inc.	
Authorized representative Name: Richard Meier	
Signature: 	Date: 12/17/2013

LOS ANGELES COUNTY CODE

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.

2.201.20 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 executive 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.

2.201.30 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.

*Editor's note: Effective three months after the effective date of the Ordinance approval.

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 subsection 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.

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 Executive Officer and the Internal Services Department shall be responsible for the administration of this chapter. The Chief Executive Officer and the Internal Services Department may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The Chief Executive Officer in conjunction with the Internal Services Department 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 Executive Officer in conjunction with the Internal Services Department. The Internal Services Department in conjunction with the Chief Executive 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. (Ordinance No. 99-0048 ' 1 (part), 1999.)

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 executive officer, or to the county auditor/controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ordinance No. 99-0048 ' 1 (part), 1999.)

2.201.70 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. (Ordinance No. 99-0048 ' 1 (part), 1999.)

2.201.80 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 executive 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.

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. (Ordinance No. 99-0055 ' 1, 1999; Ordinance No. 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. (Ordinance No. 99-0048 ' 1 (part), 1999.)

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

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

APPLICATION FOR EXEMPTION

The contract to be awarded pursuant to the RFP is subject to the County of Los Angeles Living Wage Program (Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors may apply individually for consideration for an exemption from the Program. **To apply, complete and submit this form to Public Works seven days prior to the due date for proposals.** Upon review of the submitted Application for Exemption, Public Works will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the Program.

Company Name			
Company Address			
City	State	Zip Code	
Telephone Number	Facsimile Number	Email Address	
Awarding Department		Contract Term	
Type of Service		N A	
Contract Dollar Amount		Contract Number (if any)	

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


- ☐ My business is a nonprofit corporation qualified under Internal Revenue Code Section 501(c)(3) (*you must attach the IRS Determination Letter*).
- ☐ My business is a Small Business (*as defined in the Living Wage Ordinance*) which is not an affiliate or subsidiary of a business dominant in its field of operation **AND** during the contract period will have 20 or fewer full- and part-time employees; **AND**
- ☐ Has less than \$1 million in annual gross revenues in the preceding fiscal year including the proposed contract amount; **OR**
- ☐ Is a technical or professional service that has less than \$2.5 million in annual gross revenues in the preceding fiscal year including the proposed contract amount.
- ☐ My business has received an aggregate sum of less than \$25,000 during the preceding 12 months under one or more Proposition A contracts and/or cafeteria services contracts, including the proposed contract amount.

FORM LW-2 - APPLICATION FOR EXEMPTION (continued)

- ☐ My business is subject to a bona fide Collective Bargaining Agreement (*you must attach the agreement*); AND
- ☐ the Collective Bargaining Agreement expressly provides that it supersedes all of the provisions of the Living Wage Program; OR
- ☐ the Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program (I will comply with all provisions of the Living Wage Program not expressly superseded by my business - Collective Bargaining Agreement):

_____ N _____
_____ A _____

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

PRINT NAME: Richard Meier	TITLE: President
SIGNATURE: 	DATE: 12/17/2013

Additional Information

The additional information requested below is for information purposes only. It is not required for consideration of this Application for Exemption. The County will not consider or evaluate the information provided below by Contractor, in any way whatsoever, when recommending selection or award of a contract to the Board of Supervisors.

- ☐ **Either the contractor or the employees' collective bargaining unit have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.**

Health Plan Company Name(s): _____

Company Insurance Group Number(s): _____

Health Premium Amount Paid by Employer: _____

Health Premium Amount Paid by Employee: _____

Health Benefit(s) Payment Schedule:

☐ Monthly ☐ Quarterly ☐ Bi-Annual

☐ Annually ☐ Other (Specify): _____

- ☒ **Neither the contractor nor the employees' collective bargaining unit have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.**

**COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE**

Contractor Living Wage Declaration

The contract to be awarded pursuant to this Request for Proposals (RFP) is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to Public Works before the deadline to submit proposals.

If you are not exempt from the Program, please check the option that best describes your intention to comply with Program.

- ☒ I do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage of not less than **\$11.84 per hour** per employee.
- ☐ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan **less than \$2.20 per hour** per employee. I will pay an hourly wage of not less than **\$11.84 per hour** per employee.
- ☐ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan **at least \$2.20 per hour** per employee. I will pay an hourly wage of not less than **\$9.64 per hour** per employee.

Health Plan(s):

Company Insurance Group Number:

Health Benefit(s) Payment Schedule:


☐ Monthly

☐ Quarterly

☐ Bi-Annual

☐ Annually

☐ Other: _____ (Specify)

PLEASE PRINT COMPANY NAME: Rich Meier's Landscaping, Inc.	
I declare under penalty of perjury under the laws of the State of California that the above information is true and correct:	
SIGNATURE: 	DATE: 12/17/2013
PLEASE PRINT NAME: Richard Meier	TITLE OR POSITION: President

**COUNTY OF LOS ANGELES LIVING WAGE PROGRAM
ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE**

The undersigned individual is the owner or authorized agent of the business entity or organization (Firm) identified below and makes the following statements on behalf of his or her Firm. **CHECK EACH APPLICABLE BOX.**

LIVING WAGE ORDINANCE:

- ☒ I have read the County's Living Wage Ordinance (Los Angeles County Code Section 2.201.010 through 2.201.100), and understand that the Firm is subject to its terms.

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

- ☒ I have read the provisions of the RFP describing the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understand that the Firm is subject to its terms.

LABOR LAW/PAYROLL VIOLATIONS :

A "Labor Law/Payroll Violation" includes violations of any Federal, State, or local statute, regulation, or ordinance pertaining to wages, hours, or working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

History of Alleged Labor Law/Payroll Violations (Check One):

- ☒ The Firm **HAS NOT** been named in a complaint, claim, investigation or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal; **OR**
- ☐ The Firm **HAS** been named in a complaint, claim, investigation, or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

History of Determinations of Labor Law/Payroll Violations (Check One):

- ☒ There **HAS BEEN NO** determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; **OR**
- ☐ There **HAS BEEN** a determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor/Payroll Violation. I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

HISTORY OF DEBARMENT (Check one):

- ☒ The Firm **HAS NOT** been debarred by any public entity during the past ten years; **OR**
- ☐ The Firm **HAS** been debarred by a public entity within the past ten years. Provide the pertinent information (including each public entity's name and address, dates of disbarment, and nature of each debarment) on the attached Labor/Payroll/Debarment History form.

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


Owner's/Agent's Authorized Signature

Richard Meier - President

Print Name and Title

Rich Meier's Landscaping, Inc.

12/17/2013

Print Name of Firm

Date

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- ☐ An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- ☐ A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- ☐ A debarment by a public entity listed below within the past ten years.

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

Public Entity Name	
Public Entity Address:	Street Address: City, State, Zip:
Case Number/Date Claim Opened:	Case Number: Date Claim Opened:
Name and Address of Claimant:	Name: Street Address: City, State, Zip:
Description of Work: (e.g., Janitorial)	
Description of Allegation and/or Violation:	
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	

☐ Additional Pages are attached for a total of _____ pages.

GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS

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

Assessment Criteria

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

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

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

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

REQUESTED INFORMATION ON THE PROPOSER'S MEDICAL PLAN COVERAGE

Proposer: Rich Meier's Landscaping, Inc.

Name of Proposer's Health Plan: _____

Date: _____

(Please use a separate form for each health plan offered by the proposer to employees who will be working under this contract.)

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Proposer's Health Plan Premium			
Employee only	Y N	\$	
Employee + 1 dependent	Y N	\$	
Employee + 2 dependents	Y N	\$	
Employee + 3 dependents	Y N	\$	
Proposer's portion of above health premium payment			
Employee only	Y N	\$	
Employee + 1 dependent	Y N	\$	
Employee + 2 dependents	Y N	\$	
Employee + 3 dependents	Y N	\$	
Any Annual Deductible?			
Per Person	Y N	\$	
Per Family	Y N	\$	
Any Annual Maximum Employee Out-of-Pocket Expense?			
Per Person	Y N	\$	
Per Family	Y N	\$	
Any Lifetime Maximum?			
Per Person	Y N	\$	
Per Family	Y N	\$	
Ambulance coverage	Y N	\$	
Doctor's Office Visits	Y N	\$	
Emergency Care	Y N	\$	
Home Health Care	Y N	\$	
Hospice Care	Y N	\$	
Hospital Care	Y N	\$	
Immunizations	Y N	\$	
Maternity	Y N	\$	
Mental Health	Y N	\$	
Mental Health In-Patient Coverage	Y N	\$	
Mental Health Out-Patient Coverage	Y N	\$	
Physical Therapy	Y N	\$	

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Prescription Drugs	Y N	\$	
Routine Eye Examinations	Y N	\$ N	
Skilled Nursing Facility	Y N	\$ A	
Surgery	Y N	\$	
X-Ray and Laboratory	Y N	\$	

Under this health plan, a full time employee:

- ☐ Becomes eligible for health insurance coverage after ___ days of employment.
- ☐ Is defined as an employee who is employed more than ___ hours per week.

OTHER BENEFITS:

A.NUMBER OF PAID SICK DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS ___ DAYS.

B.NUMBER OF PAID SICK DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS ___ DAYS.

C.NUMBER OF PAID VACATION DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS ___ DAYS.

D.NUMBER OF PAID VACATION DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS ___ DAYS.

E.NUMBER OF PAID HOLIDAYS PER YEAR IS ___ DAYS.

PROPOSER: ~~Rich Meier's Landscaping, Inc.~~

[illegible]

Part-Time employees has been granted by the County.

Living wage rate shall be at least \$11.84 per hour.

Living wage rate shall be at least \$11.84 per hour.

Minimum cost for health insurance is \$2.20/hour if hourly wage rate is between \$9.54 and \$11.84, unless exemption from Living wage requirements has been granted by the County. **Note:** This cost methodology is to show, in detail, how the Proposer arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance worker, laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Proposer's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as projected profit, must match the total to the Proposer's annual price as quoted in Form PW-2, Schedule of Prices. When there is a discrepancy between the prices quoted in Form PW-2, Schedule of Prices, and this cost methodology, Form LW-8, the correctly calculated price indicated in Form PW-2, Schedule of Prices, shall prevail.

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

Richard Meier
Name of Proposer

Date 12/17/2013

WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS**INSTRUCTIONS**

The contractor selected through this RFP process will be required to comply with State and Federal labor regulations and record keeping requirements. The objective of this questionnaire is to determine the appropriateness, scope, and suitability of the procedures the Proposer uses and the internal controls in place to ensure compliance with State and Federal labor regulations and record keeping requirements. In order to appropriately evaluate this area (Part I, Section 4.D, Evaluation Criteria), it is critical that the Proposer submit a detailed description of the processes and the steps associated with those processes.

Answer all questions thoroughly and in the same sequence as provided below. If a question is not applicable, indicate with "N/A" and explain why such question is not applicable. Provide additional details to ensure a clear picture of the Proposer's processes and controls. As used in this questionnaire, the term Proposer includes the business entity that will provide the proposed services. Attach an actual sample copy of timesheet, paycheck, and pay stub.

ADDITIONAL PAGES MAY BE ATTACHED OR RESPONSES CAN BE PROVIDED IN A SEPARATE DOCUMENT.

IDENTIFY EACH RESPONSE BY THE CORRESPONDING QUESTION NUMBER.

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>1. TRACKING HOURS WORKED</p> <p>1.1. How does the Proposer track employee hours actually worked?</p> <p>1.2. Where do the Proposer's employees report to work at the beginning of their shift? At the work location or a central site with travel to the worksite?</p> <p>1.3. If the employees report to a central site with travel to the worksite, when does the Proposer consider the employees' shift to have started? At a central site or upon arrival at the work location?</p>	<p>1.1 Each Employee is issued a weekly time sheet. This sheet states when they are to start and end their shift as well as taking their breaks and lunch. This is then followed up by their supervisor at the end of the day and given to the payroll manager at the end of the week with three signatures - the employee, the supervisor and the department managers.</p> <p>1.2 All employees report to our maintenace yard at 652 West Avenue L14 Lancaster, CA. they then proceed to their work routes in our company trucks. Their shifts start promptly at 6:30 a.m. and are promptly back in our yard at 3:00 p.m.</p> <p>1.3 The employees shift begins when they arrive in our yard.</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>2. REPORTING TIME</p> <p>How does the Proposer know employees actually reported to work and at what time? For example, sign-in sheets, computerized check in, call-in system, or some other method?</p>	<p>2. Sign in Sheets - A daily Sign in sheet when they arrive in our yard and they a weekly/daily sheet they are provided.</p>
<p>3. RECORDS OF ACTUAL TIME WORKED</p> <p>3.1. What records are created to document the beginning and ending times of employee's actual work shifts?</p> <p>3.2. What records are maintained by the Proposer of actual time worked?</p> <p>3.3. Are the records maintained daily or at another interval (indicate the interval)?</p> <p>3.4. Who creates these records (e.g., employee, supervisor, or office staff)?</p> <p>3.5. Who checks the records, and what are they checking for?</p> <p>3.6. What happens to these records?</p> <p>3.7. Are they used as a source document to create Proposer's payroll?</p> <p>3.8. <u>ATTACH ACTUAL COPIES OF THESE RECORDS</u> (Please blank out any personal information).</p>	<p>3.1 There is a daily sign in sheet at our yard. Each truck/foreman is giving a daily job time sheet which they document with job/hours for that day along with breaks and lunch. Each employee signs it daily which is given to the Maintenance supervisor who fill out a weekly sheet for payroll.</p> <p>3.2 All time sheets-daily, weekly are kept and file weekly in the appropriate departments book.</p> <p>3.3 Daily and weekly</p> <p>3.4 Supervisor and office staff - Payroll manager</p> <p>3.5 Supervisor checks all daily sheets - He makes sure that employees that are listed on the daily sheets signed in at our yard in the morning. He also makes daily spot checks to locations to verify hours.</p> <p>3.6 All records are verified by the Payroll mangaer and our kept on file in our office.</p> <p>3.7 Yes they are used as a source document to create our payroll.</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>4. OTHER RECORDS USED TO CREATE PAYROLL (IF ANY)</p> <p>4.1. If records of actual time worked are not used to create payroll, what is the source document that is used?</p> <p>4.2. Who prepares and who checks the source document?</p> <p>4.3. Does the employee sign it?</p> <p>4.4. Who approves the source document, and what do they compare it with prior to approving it?</p>	<p>4.1 N/A</p> <p>4.2 The supervisor for that department</p> <p>4.3 Employees sign all dauly and weekly sheets. They sign for their checks which shows hours and locations worked by job number.</p> <p>4.4 the Maintenace Supevisor approves all time sheets for accuracy before tumin them over to payroll on Monday.</p>
<p>5. BREAKS</p> <p>5.1. How does the Proposer know that employees take mandated breaks and meal breaks (periods)?</p> <p>5.2. Does the Proposer maintain any written supporting documentation to validate that the breaks actually occurred?</p> <p>5.3. If so, who prepares, reviews, and approves such documentation?</p>	<p>5.1 They sign out for their breaks and lunches. A foreman is designated for each crew who mandates the breaks and lunches.</p> <p>5.2 Yes they sign a daily sheet for their hours/breaks and lunch.</p> <p>5.3 Human resources creates the daily/weekly sheets and the supervisors approves the hours daily.</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>6. HOW PAYROLL IS PREPARED</p> <p>6.1. Discuss how the Proposer's payroll is prepared and how the Proposer ensures that employee wages are appropriately paid.</p> <p>6.2. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)?</p> <p>6.3. If by check, do they receive a single check for straight time and overtime or are separate payments made?</p> <p>6.4. What information is provided on the check (e.g., deductions for taxes, etc.)?</p> <p>6.5. <u>ATTACH A COPY OF A PAY CHECK AND PAY CHECK STUB THAT SHOWS DEDUCTION CATEGORIES (COVER UP OR BLOCK OUT BANK ACCOUNT INFORMATION AND ANY EMPLOYEE INFORMATION).</u></p>	<p>6.1 All hours worked are reported to our Payroll manager with daily and weekly sheets that have been approved by each departments supervisor. The Payroll double checks all sheets and the send them to Automated Direct Payroll (ADP). After ADP receives the hours worked they process the ours and seed them to our payroll manager who then verifys the hours again.</p> <p>6.2 ADP - Automated Check</p> <p>6.3 All employees are paid by check every Friday. Overtime is always on the same check</p> <p>6.4 The dates the checks was printed for, hourly rate, hours worked, gross pay, net pay, PTO and deductions that consists of: Federal Income Tax, Social Security Tax, Medicare Tax, CA State income tax and CA SUI/SDI Tax.</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>7. MANUAL PAYROLL SYSTEM</p> <p>7.1. If the Proposer uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check.</p> <p>7.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid?</p>	<p>N/A</p> <p>N/A</p>
<p>8. AUTOMATED PAYROLL SYSTEM</p> <p>8.1. If the Proposer uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll.</p> <p>8.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the automated payroll system calculate total wages paid?</p> <p>8.3. Is the calculation embedded in the software program, or does someone have to override the system to perform the calculation?</p>	<p>8.1 Our payroll services setup a pay grid for us. We have job numbers for each job and a pay code for all our different rate of pays we use. When we do our grid the job number and hours are automatically calculated to their rate of pay. The payroll manager approves the totals every week.</p> <p>8.2 When there is two different rates we just change the code on our grid for that job. It automatically calculates the total wages paid. Payrollmanager then makes sure of the changes and approves them.</p> <p>8.3 Yes we work with ADP whenever there is a rate change to the codes and basic rates so it will calculate automatically.</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>9. TRAVEL TIME</p> <p>9.1. How is travel time during an employee's shift paid?</p> <p>9.2. At what rate is such travel time paid if the employee has multiple wage rates?</p> <p>9.3. Discuss how the Proposer calculates the day's wages for each situation described in the following two examples:</p> <p>a. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are paid at a different rate than the County's Living Wage rate.</p> <p>b. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are also paid the County's Living Wage rate.</p>	<p>9.1 Employees are paid their hourly rate while traveling.</p> <p>9.2 Travel rate stays the same rate until he starts the new job with the new rate.</p> <p>9.3 A) the employee would be paid 4 hours county living wage and the other 4 hours for that jobs rate of pay.</p> <p>B) the employees would be paid 8 hours at the county living wage rate.</p>
<p>10. OVERTIME</p> <p>10.1. How does the Proposer calculate overtime wages?</p> <p>10.2. What if the employee has multiple wage rates?</p>	<p>10.1 One and half (1-1/2) times their rate of pay beyond 8 hours in any workday or more than 6 days in any work week,</p> <p>10.2 Whatever rate he is at at the time or overtime is what they would get paid time and a half at.</p>

DATED: 12/17/2013

PROPOSER'S SIGNATURE:



Bid Detail Information**Bid Number :** PW-ASD903**Bid Title :** Landscape Maintenance Service for Waterworks Districts 36, 37, and 40 Facilities (2013-PA029)**Bid Type :** Service**Department :** Public Works**Commodity :** GROUNDS MAINTENANCE: MOWING, EDGING, PLANT (NOT TREE) TRIMMING, ETC.**Open Date :** 11/20/2013**Closing Date :** 12/18/2013 5:30 PM**Bid Amount :** \$ 150,000**Bid Download :** Not Available

Bid Description : PLEASE TAKE NOTICE that Public Works requests proposals for the contract for Landscape Maintenance Service for Waterworks Districts 36, 37, and 40 Facilities (2013 PA029). This contract has been designed to have a potential maximum contract term of five years, consisting of an initial one-year term and four potential additional one year option renewals. The total annual contract amount of this service is estimated to be \$150,000. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <http://dpw.lacounty.gov/asd/contracts> or may be requested from Mr. Eric Fong at (626) 458 4077, erfong@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.

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

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFP document including, but not limited to, the following requirement(s) at the time of proposal submission:

1. Proposer must have a minimum of three years of experience providing landscape maintenance services. Subcontracting is not allowed to meet this requirement.
2. Proposer's on-site supervising employee(s) must have at least three years of experience supervising landscaping services. Subcontracting is not allowed to meet this requirement.
3. Proposer must submit a copy of a valid and active State Contractor's Class C-27 (Landscaping Contractor) license. Subcontracting is not allowed to meet this requirement.
4. Proposer and/or its subcontractor(s) must submit a copy of a valid and active State of California Department of Pesticide Regulation Pest Control Business license.
5. Proposer and/or its subcontractor(s) employee must submit a copy of a valid and active State of California Qualified Applicator license.

A Proposers' Conference will be held on December 4, 2013, at 9 a.m. at Los Angeles County Waterworks District 40, Antelope Valley, 260 East Avenue K-8, Lancaster, California 93535. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE AND WALK THROUGH IS MANDATORY. Public Works will reject proposals from those whose attendance at the conference and walk through cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference, Proposers must submit questions in writing and request information for this solicitation within three business days from the date of the conference.

The deadline to submit proposals is December 18, 2013, at 5:30 p.m. Please direct your questions to Mr. Fong at the number listed on the previous page.

Contact Name : Eric Fong**Contact Phone# :** (626) 458-4077**Contact Email :** erfong@dpw.lacounty.gov**Last Changed On :** 11/20/2013 7:47:15 AM[Back to Last Window](#)