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Gary Jones
Director

Kerry Silverstrom
Chief Deputy

John Kelly
Deputy Director

Brock Ladewig
Deputy Director

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

August 19, 2014

16 August 19, 2014

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

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL OF CONTRACT WITH TRUGREEN LANDCARE, LLC
FOR LANDSCAPE MAINTENANCE SERVICES
(SUPERVISORIAL DISTRICT 4)
(3 VOTES)**

SUBJECT

This action is to award a contract with TruGreen Landcare, LLC for landscape maintenance services on public grounds in Marina del Rey.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed action is categorically exempt from the provisions of the California Environmental Quality Act pursuant to Classes 1(j) and 4(c) of the County's Environmental Document Reporting Procedures and Guidelines.
2. Find that landscape maintenance services can be performed more economically by TruGreen Landcare, LLC than by County employees.
3. Approve award of and instruct the Chairman to sign a three-year contract with two one-year optional renewals and an additional six month-to-month extensions with TruGreen Landcare, LLC for landscape maintenance services on public grounds in Marina del Rey, to commence on September 1, 2014 at an annual cost not to exceed \$364,800, totaling a maximum of \$2,006,400 for the maximum total term of 5 ½ years.
4. Authorize the Director of Beaches and Harbors to exercise the two contract renewal options and, if needed, the additional six month-to-month extensions for this contract, if, in his opinion, TruGreen

Landcare, LLC has effectively performed the services during the previous contract period and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, in the opinion of the Director or his designee, it is in the best interest of the County of Los Angeles to do so.

5. Authorize the Director of Beaches and Harbors to increase the contract amount for this contract by up to 10% in any year of the contract or any option period for any additional or unforeseen services within the scope of this contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the contract (Attachment I) will enable the Department of Beaches and Harbors (Department) to continue to maintain landscaping on the public grounds in Marina del Rey with the work being performed by a qualified contractor. Through quality maintenance, the Department ensures visitors' enjoyment of parks, bike paths and other public areas, while also effectively setting a standard for the upkeep of landscape in Marina del Rey on privately-maintained and operated leaseholds.

Landscape maintenance services have been contracted out since 1984. TruGreen Landcare, LLC (TruGreen) is the current contractor for these services. Approval of this contract will enable the Department to continue using the services of a private contractor.

Implementation of Strategic Plan Goals

Landscape maintenance services provided by TruGreen will promote and further the Board-approved Strategic Plan Goals of Operational Effectiveness/Fiscal Sustainability (Goal 1) and Community Support and Responsiveness (Goal 2), by enabling the Department to provide the public with well-maintained grounds in Marina del Rey at lower cost than if performed internally.

FISCAL IMPACT/FINANCING

The total compensation for landscape maintenance services shall not exceed \$364,800 in any contract year. In the event that additional costs are incurred due to unforeseen or additional needs, the Department's Director may, by written notice to the contractor, increase the maximum annual compensation by up to 10% (\$36,480) in any contract year or optional extension period. This contract does not include any cost of living adjustments during the term of the contract.

Operating Budget Impact

There is sufficient appropriation in the Department's Fiscal Year 2014-2015 Adopted Budget to fund the cost of these services. Any additional costs due to unscheduled or unforeseen services within the scope of the contract will be funded from the Department's Operating Budget within budgetary resources.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Department is requesting award of the contract to TruGreen, which was determined to be the

most responsive and responsible proposer. The recommended contract term is three years, with two one-year optional extensions and, if needed, an additional six month-to-month extensions that may be exercised at the discretion of the Department's Director. The contract services will commence on September 1, 2014 or the date of approval by your Board, if later.

No layoffs or reductions in County workforce or other adverse impacts on employee relations will result from the contract award, as the work is presently contracted out.

The Department has evaluated and determined that the contractor fully complies with the requirements of the Living Wage Program (County Code Chapter 2.201) and has agreed to pay all employees providing these County services a living wage.

In addition, the contract award fully complies with the mandatory Proposition A requirements contained in County Code Section 2.121.380. Award of the contract will not impair the County's ability to respond to emergencies or infringe upon the proper role of the County in its relationship to its citizens. No confidential information is involved in the performance of the contract, thus award of the contract will not result in the unauthorized disclosure of confidential information. Alternative services are available in the event of a default by the contractor; therefore, services will not be interrupted.

The Department, using a methodology approved by the Auditor-Controller, has calculated the cost-effectiveness of contracting for these services and has determined that these services continue to be more economically performed by an independent contractor than by County employees. The annual savings from using TruGreen rather than County staff is estimated to be \$157,124.88 as detailed in Attachment II.

Pursuant to the Living Wage Ordinance requirements, a request for information regarding labor violations was sent to the State of California Division of Labor Standards Enforcement to review and assess any history of labor law violations. The County Labor Law Assessment Team reviewed the information and determined that there were no findings of any Labor Law/Payroll violations by TruGreen.

The local Small Business Enterprise Program's (SBE) Provisions were included in the RFP issued. Proposers who claimed SBE certification were verified by the Department and awarded the eight percent preference in the proposal price in accordance with Los Angeles County Code Chapter 2.204.

The contract contains the County's standard provisions regarding contractor obligations and the contractor is in compliance with all Board, Chief Executive Office (CEO) and County Counsel requirements. The CEO's Risk Management Office has approved the insurance coverage, indemnification and liability provisions included in the contract. The contract has been approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

Your approval of the contract is categorically exempt under the provisions of the California Environmental Quality Act (CEQA) pursuant to classes 1(j) and 4(c) of the County's Environmental Document Reporting Procedures and Guidelines.

CONTRACTING PROCESS

On April 16, 2014, the Department issued a Request for Proposals (RFP) seeking qualified vendors to provide landscape maintenance services. The RFP was advertised in the Argonaut, Compton Bulletin, Daily Breeze, Daily News, Eastside Sun and San Gabriel Valley Tribune. The opportunity was also advertised on the "Doing Business with the County" Internet site, as well as on the Department's Internet site, where the full document was available for download.

Eight vendors attended the Mandatory Proposer's Conference held on May 5, 2014. Five proposers submitted proposals in response to the RFP. Two proposals did not meet the minimum requirements of the RFP and were disqualified. The remaining three proposals were evaluated by a three-person evaluation committee comprised of staff members from the Department. Each proposal was evaluated based on a weighted evaluation of: (1) price, 40%; (2) approach to contract requirements, 30%; (3) experience and organizational resources, 20%; and (4) Living Wage Compliance, 10%. One non-selected proposer requested and received a debriefing on July 22, 2014. There were no protests resulting from this solicitation.

Upon review and evaluation of the submitted proposals, the evaluation committee determined that TruGreen was the most responsive and responsible proposer, ranking its proposal the highest of the proposers evaluated.

While another proposer, Conejo Crest (Conejo), presented a cost proposal that was lower than TruGreen's cost proposal by \$35,809, it ranked second in the overall ranking and was outscored by TruGreen by nearly 100 points. Additionally, in accordance with the RFP, Conejo was assessed a one percent deduction of its final score due to negative reviews of its performance history in the County Contracting Database.

On final analysis and consideration of this contract award, TruGreen was selected without regard to gender, race, creed or color.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees, as these services are currently being contracted out. There will be no impact on other County services or projects.

CONCLUSION

Authorize the Executive Officer of the Board to send two adopted copies of this letter and two executed contracts to the Department of Beaches and Harbors, Administrative Services Division, 13483 Fiji Way, Trailer #3, Marina del Rey, CA 90292. Should you have any questions, please contact Nicolette Taylor at (310) 577-5736 or NTaylor@bh.lacounty.gov.

The Honorable Board of Supervisors

8/19/2014

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Respectfully submitted,

A handwritten signature in black ink, appearing to read "G. Jones". The signature is fluid and cursive, with a large initial "G" and a long horizontal stroke extending to the right.

GARY JONES

Director

GJ:MT:mt

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors
Internal Services Department, County-Wide
Contract Compliance Section



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

TRUGREEN LANDCARE, LLC

FOR

LANDSCAPE MAINTENANCE SERVICES

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT
LANDSCAPE MAINTENANCE SERVICES**

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LANDSCAPE MAINTENANCE SERVICES**

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**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT
LANDSCAPE MAINTENANCE SERVICES**

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**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
TRUGREEN LANDCARE, LLC
FOR
LANDSCAPE MAINTENANCE SERVICES**

This Contract and Exhibits made and entered into this 19th day of August, 2014 by and between the County of Los Angeles, hereinafter referred to as County and TruGreen Landcare, LLC, hereinafter referred to as Contractor, to provide landscape maintenance services on public grounds in Marina del Rey.

RECITALS

WHEREAS, pursuant to Section 44.7 of the Los Angeles County Charter as implemented by Los Angeles County Code Section Title 2, Chapter 2.121.250, the County may contract with private businesses to perform services when it is more economical or feasible to do so; and

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

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

WHEREAS, this Contract is therefore authorized pursuant to California Government Section 31000; and

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

1.0 APPLICABLE DOCUMENTS

This Contract is intended to integrate within one document the terms for the landscape maintenance services to be performed for the County by the Contractor. The Contractor represents to the County that the express representations, certifications, assurances and warranties given in this Contract are true and correct. Appendices A, B, C, D, E, and F and Exhibits A through O are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract, referenced appendices and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract, Appendix C (Forms P1- P20) and then to the Exhibits.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Board, Board of Supervisors** – The Board of Supervisors of Los Angeles County.
- 2.2 **Chief Deputy** – The Chief Deputy of the Department.
- 2.3 **Contract** – An agreement for performance of the work between the selected Proposer(s) and the County, approved by the Board of Supervisors.
- 2.4 **Contract Administrator (CA)** – The Chief of the Facilities and Property Maintenance Division of the Department or authorized designee.
- 2.5 **Contract Year** – The twelve-month period commencing on the effective date of the Contract and each succeeding twelve-month period over the remaining term of the Contract, including the optional years.

- 2.6 **Contractor(s)** – The Proposer(s) whose Proposal(s) is accepted by the Board of Supervisors for performance of the Contract work.
- 2.7 **Contractor’s Representative** – The person designated by the Contractor to represent the Contractor in matters related to performance of the Contract.
- 2.8 **County** – The County of Los Angeles.
- 2.9 **County Counsel** – The Los Angeles County Office of the County Counsel.
- 2.10 **Department** – The Los Angeles County Department of Beaches and Harbors.
- 2.11 **Director** – The Director of the Department.
- 2.12 **Evaluation Committee** – The committee appointed by the Director to evaluate Proposals and to recommend a Proposer(s) as a Contractor(s) pursuant to the RFP.
- 2.13 **Living Wage Program** - Mandated by Los Angeles County Code Chapter 2.201.
- 2.14 **Offer to Perform** – Form P-1 of the RFP.
- 2.15 **Performance Standard** – The essential terms and conditions for the performance of the Contract work as defined in the Contract.
- 2.16 **Proposer** – Any person or entity authorized to conduct business in California who submits a Proposal.
- 2.17 **Request for Proposals (RFP)** – All parts of this document, including its attachments, exhibits and forms.
- 2.18 **Statement of Work** – Explains in detail the Work to be performed by the contract.
- 2.19 **Subcontractor** – A person, partnership, company, corporation, or other organization furnishing supplies of services of any nature, equipment, or materials to the Contractor(s), at any tier, under oral or written agreement.

3.0 WORK

- 3.1** Contractor shall perform the work set forth in Appendix B, Statement of Work. Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time all tasks, deliverables, services and other work as set forth herein. If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.
- 3.2** The County may rescind the Contract for the Contractor's misrepresentation of any of the matters mentioned in Recitals. In the case of a misrepresentation of facts set forth in Section 8.44, Termination for Improper Consideration, a penalty may be assessed in the amount of the fee paid by the Contractor to a third person for the award of the Contract.

4.0 CONTRACT TERM

4.1 Initial Term

The term of this Contract shall be three years, commencing on September 1, 2014 or upon execution by the County's Board of Supervisors, whichever occurs later, and unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 Two One-Year/Six Month-to-Month Extensions

If the Director determines that it is in the interest of the County to do so, he may grant up to two one-year extensions of the Contract term. The Director may exercise the first option by notifying the Contractor in writing before the Contract expiration date. The Director may exercise the second option by notifying the Contractor in writing before the expiration of the first one-year extension option. The Director may also extend the Contract term on a month-to-month basis subject to the terms and conditions of this Contract. Up to six one-month extensions may be granted, which shall be effective only if executed in writing by the Director

or Chief Deputy. The County maintains a database that tracks/monitors performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

4.3 Contractor To Notify County When it is Within Six Months From Expiration of Term

The Contractor shall notify the Department when this Contract is within six months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the Department.

4.4 Survival of Obligations

Notwithstanding the stated term of the Contract, some obligations assumed in the Contract shall survive its termination, such as, but not limited to, the Contractor's obligation to retain and allow inspection by the County of its books, records, and accounts relating to its performance of the Contract work.

5.0 CONTRACT SUM

5.1 Compensation

The net amount the County shall expend from its own funds during the Contract term for landscape maintenance services shall not exceed the maximum annual amount provided by Contractor's submitted Form P-1, Offer to Perform, per Contract year, based on the Department's needs and availability of funds in the County budget. The County may at its discretion expend any portion, all or none of the stipulated amount. The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract,

delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

5.2 Increase of Contract Sum by Director

Notwithstanding Section 5.1, the Director may, by written notice to the Contractor(s), increase the maximum annual amount by up to 10 percent during the Contract term, or any extension periods, subject to the availability of funds in the Department's budget.

5.3 Increase or Decrease in Service Area

Should the facilities to be maintained (Statement of Work, Section 8.3) be modified in accordance with Statement of Work, Section 8.1, the Contractor's compensation shall be modified as agreed by the parties in proportion to the reduction or increase in the Contractor's wage and benefit costs at the effective date of this Contract.

5.4 Additional Work

The Contractor shall be compensated for additional work authorized in writing by the Director at the hourly rates quoted on Form P-1 of the proposal. Such additional work shall be subject to Sections 5.1 and 8.47. Special events, emergencies and special or unscheduled service shall be considered additional work subject to this Section. However, no payment for additional work shall be made where the Contractor has adjusted regular employee schedules to cover additional work or where additional work results from the Contractor's inadequate performance of scheduled duties.

5.5 No Increase in Annual or Hourly Rate(s) of Compensation

Notwithstanding any increase in the Contractor's salary costs or other overhead, no increase in the annual or hourly rate(s) of compensation quoted in Form P-1 shall be given during the term of the Contract or any extension period.

5.6 Contractor to Notify County when it has Received 75% of Total Contract Amount

The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Department.

5.7 No Payment for Services Provided Following Expiration/Termination of Contract

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

5.8 Invoices and Payment

5.8.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Appendix B - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Form P-1 - Offer to Perform, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

5.8.2 The Contractor shall submit an invoice to the Department on or before the fifteenth of the month for compensation earned during the preceding calendar month. The Contractor shall submit two

copies of each invoice for which it claims payment. Invoices shall identify the Contract number, Contractor address, the dates and locations where work was performed and the names of employees who performed the work. If unscheduled work additional work was performed during the month, the Contractor shall prepare and submit a separate invoice showing the foregoing information as well as the number of hours worked by each employee and the hourly rates of compensation. All invoices under this Contract shall be submitted to the following address:

Los Angeles County
Department of Beaches and Harbors
Financial Services Section
13575 Mindanao Way
Marina del Rey, CA 90292

The County may withhold from payment any amount assessed by the CA which is authorized as a set off, withholding by the terms and conditions of the Contract, including but not limited to liquidated damages pursuant to Section 8.43, Termination for Default.

Upon the Department's receipt and the CA's review and approval of the invoice, the County shall pay the net amount currently payable shown on the invoice less any other setoff or deduction authorized by the Contract. Such setoffs and deductions include, but are not limited to, the cost of replacement services.

5.9 Local Small Business Enterprise – Prompt Payment Program

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

6.0 ADMINISTRATION OF CONTRACT – COUNTY

A listing of County Administration referenced in the following sub-paragraph is designated in Appendix E - County's Administration. The County shall notify the Contractor in writing of any change in the name of the address shown.

6.1 County's Contract Administrator

Responsibilities of the County's Contract Administrator include:

- ensuring that the objectives of this Contract are met;
- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements;
- meeting with the Contractor's Contract Representative on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

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

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

7.1 Contractor's Contract Representative

The Contractor's Contract Representative is designated in Form P-16 - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Contract Representative. The Contractor's Contract Representative shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Contract Representative on a regular basis.

7.2 Approval of Contractor's Staff

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

7.3 Background and Security Investigations

7.3.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local and federal-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.

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

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

7.3.4 Disqualification of any member of Contractor's staff pursuant to this paragraph 7.3 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.4 Confidentiality

7.4.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines,

policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

- 7.4.2** Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.4, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.4 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.4.3** Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

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

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

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

8.2 ASSIGNMENT AND DELEGATION

8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any

payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

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

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

8.3 AUTHORIZATION WARRANTY

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

8.4 BUDGET REDUCTIONS

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

8.5 COMPLAINTS

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

8.5.1 Within 10 business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

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

8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within 10 business days for County approval.

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

8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Contract Administrator of the status of the investigation within 10 business days of receiving the complaint.

8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.5.7 Copies of all written responses shall be sent to the County's Contract Administrator within 10 business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

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

8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement,

agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Form P-8 - Contractor's EEO Certification.

8.8 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

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

8.8.2 Written Employee Jury Service Policy.

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

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

2. For the purpose of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the

Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

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

8.9 CONFLICT OF INTEREST

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

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

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

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

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

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

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

8.12 COUNTY RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible Contractor

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

8.12.4 Contractor Hearing Board

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

evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

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

Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

8.12.5 Subcontractors of Contractors

These terms shall also apply to Subcontractors of County Contractors.

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

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

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

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

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

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

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

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

8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

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

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

8.18 FACSIMILE REPRESENTATIONS

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

8.19 FAIR LABOR STANDARDS

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

8.20 FORCE MAJEURE

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

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out

of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.

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

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

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

8.22 INDEPENDENT CONTRACTOR STATUS

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

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

benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

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

8.22.4 The Contractor shall adhere to the provisions stated in sub-paragraph 7.4 – Confidentiality.

8.23 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (“County Indemnitees”) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without Limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the “Required Insurance”) also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The

County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

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

**Los Angeles County Department of Beaches and Harbors
Administrative Services Division, Contracts Unit-
13837 Fiji Way
Marina del Rey, CA 90292**

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

8.24.2 Additional Insured Status and Scope of Coverage

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

8.24.3 Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of

cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.24.5 Insurer Financial ratings

Coverage shall be placed with insurers acceptable to the County of Los Angeles with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.24.6 Contractor's Insurance Shall be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.24.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract.

The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.8 Sub-Contractor Insurance Coverage Requirements

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

8.24.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.10 Claims made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.24.11 Application of Excess Liability Coverage

Contractors may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.24.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.25 INSURANCE COVERAGE

8.25.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

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

8.25.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 Workers Compensation and Employer's Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Professional Liability/Errors and Omissions Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

8.25.5 Pollution Liability Pollution Liability coverage with a limit of not less than \$1 million per occurrence and \$2 million aggregate covering Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and cleanup costs incurred arising out of the work or services to be performed under this Contract.

8.26 LIQUIDATED DAMAGES

8.26.1 If, in the judgment of the Director of the Department, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director of the Department, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro

rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director of the Department, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If the Director of the Department, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Director of the Department, or his/her designee, deems are correctable by the Contractor over a certain time span, the Director of the Department, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director of the Department, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Appendix B, Statement of Work, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

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

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

8.27 MOST FAVORED PUBLIC ENTITY

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

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

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

8.28.2 The Contractor shall certify to, and comply with, the provisions of Form P-8 - Contractor's EEO Certification.

8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such

action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

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

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

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

8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 NON EXCLUSIVITY

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

8.30 NOTICE OF DELAYS

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

8.31 NOTICE OF DISPUTES

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

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in

accordance with the requirements set forth in Internal Revenue Service Notice No. 1015, Exhibit K.

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

8.34 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Appendix E - County's Administration and P-16 - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director of the Department (or his/her designee) shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

8.36 PUBLIC RECORDS ACT

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

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 PUBLICITY

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

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

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

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

8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

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

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

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

8.39 RECYCLED BOND PAPER

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

8.40 SUBCONTRACTING

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

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

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

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

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

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

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

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

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

**Los Angeles County Department of Beaches and Harbors
Administrative Services Division, Contracts Unit
13837 Fiji Way
Marina del Rey, CA 90292**

Before any Subcontractor employee may perform any work hereunder.

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

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

8.42 TERMINATION FOR CONVENIENCE

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

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

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

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

8.43 TERMINATION FOR DEFAULT

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

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

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

- 8.43.3** Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in subparagraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this subparagraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.
- 8.43.4** If, after the County has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.42 - Termination for Convenience.
- 8.43.5** The rights and remedies of the County provided in this sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 TERMINATION FOR IMPROPER CONSIDERATION

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

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

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

8.45 TERMINATION FOR INSOLVENCY

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

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

- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

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

8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

8.48 VALIDITY

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

8.49 WAIVER

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

8.50 WARRANTY AGAINST CONTINGENT FEES

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

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

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

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll)

in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

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

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.53 TIME OFF FOR VOTING

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM

9.1.1 Living Wage Program

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

9.1.2 Payment of Living Wage Rates

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

- a. Not less than \$11.84 per hour if, in addition to the per-hour wage, the Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
- b. Not less than \$9.64 per hour if, in addition to the per-hour wage, the Contractor contributes at least \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. The Contractor will be deemed to have contributed \$2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Contract, the Contractor contributes less than \$2.20 per hour

towards the provision of bona fide health care benefits, the Contractor shall be required to pay its Employees the higher hourly living wage rate.

2. For purposes of this sub-paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of the Contractor under the laws of California, and who is providing full-time services to the Contractor, some or all of which are provided to the County under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.
3. If the Contractor is required to pay a living wage when the Contract commences, the Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.
4. If the Contractor is not required to pay a living wage when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for an exception to the Living Wage Program. In either event, the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the

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

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

9.1.3 Contractor's Submittal of Certified Monitoring Reports

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

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

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

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

9.1.5 County Auditing of Contractor Records

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and

information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

9.1.6 Notifications to Employees

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

9.1.7 Enforcement and Remedies

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

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

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

concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

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

- 2. Remedies for Payment of Less than the Required Living Wage. If the Contractor fails to pay any Employee at least the applicable hourly

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

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

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

liquidated damages from any payments otherwise due the Contractor.

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

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

9.1.8 Use of Full-Time Employees

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

9.1.9 Contractor Retaliation Prohibited

The Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person or entity who

has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this sub-paragraph may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

9.1.10 Contractor Standards

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

9.1.11 Neutrality in Labor Relations

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

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IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused this Contract to be subscribed by the Chairman of said Board and attested by the Executive Officer thereof, and the Contractor, by its duly authorized representative, has executed the same, as of the day, month, and year set forth below.

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

TRUGREEN LANDCARE L.L.C.

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

By [Signature]
Deputy

By David J Evans
Name
Branch Manager
Title



COUNTY OF LOS ANGELES

By [Signature]
Chairman, Board of Supervisors

ATTEST:

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

By [Signature]
Deputy

ADOPTED
BOARD OF SUPERVISORS

#16 AUG 19 2014

APPROVED AS TO FORM:

RICHARD WEISS
Acting County Counsel

By [Signature]
Principal Deputy County Counsel

[Signature]
SACHI A. HAMAI
EXECUTIVE OFFICER

78254

STATEMENT OF WORK

LANDSCAPE

MAINTENANCE SERVICES

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
STATEMENT OF WORK
LANDSCAPE MAINTENANCE SERVICES**

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LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
STATEMENT OF WORK
LANDSCAPE MAINTENANCE SERVICES

1.0 GENERAL REQUIREMENTS

1.1 Contractor's Work Plan

Subject to all other terms and conditions of the Contract, Contractor shall perform the work and maintain quality control in accordance with the Work Plan and other representations submitted with the Contractor's Proposal.

1.2 Materials, Labor and Expenses

The Contractor shall at its own expense provide all labor, equipment, maintenance, material, supplies, uniforms, licenses, registrations, data systems, transportation, meals, lodging, services, facilities and expenses required to perform the Contract work.

1.3 Obstruction and Noise

Contractor shall use its best efforts to avoid causing any unnecessary obstruction and inconvenience to traffic or noise in the performance of the requested work.

1.4 Restriction on Blowers and Power Equipment

Contractor shall observe reasonable limits set by the Contract Administrator on the time and place of operation of leaf blowers and other power equipment.

1.5 No Vehicle Access on Bike Paths or Pedestrian Sidewalks

Motor vehicles used in the performance of the contract work shall not be driven on bike paths or pedestrian sidewalks unless essential for performance of duties and public safety.

2.0 ADDITION AND/OR DELETION OF SPECIFIC TASKS AND/OR SITE LOCATIONS

- 2.1** The Department reserves the right to add/delete specific tasks, facilities and/or, work hours throughout the term of this Contract, and otherwise amend and modify the scope of work and tasks in accordance with the County's needs. Such amendments and modifications may be made by the Director or his/her designee.
- 2.2** The Department may from time to time close or cease operating certain facilities or portions of such facilities or may reduce the number of days on which services are performed. Such events shall not be deemed breaches of this Contract and shall not relieve the Contractor of its duty as to the remaining dates of service.
- 2.3** The Contractor shall be given reasonable written notice by the Contract Administrator that a facility is to be added or deleted or that the scope of services are being modified and of the effective date of such charges.
- 2.4** In the event of such addition/deletion of facilities or other material modifications of the area or scope of regularly scheduled services, the Contractor's compensation shall be adjusted in accordance with Section 5.0 of Attachment A, Sample Contract.
- 2.5** All changes must be made in accordance with Attachment A, Sample Contract, sub-paragraph 8.1, Amendments.

3.0 CONTRACTOR'S QUALITY CONTROL PLAN

- 3.1** The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County's Contract Administrator for review and may be subject to amendment by the Director or his designee. The plan shall include, but may not be limited to the following:

- Method of monitoring to ensure that Contract requirements are being met;
- Documentation methods of all monitoring results, including any corrective action taken; and
- Steps taken to correct deficiencies reported by the Department or discovered by your reviewer.

4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in Attachment A, Sample Contract, sub-paragraph 8.15, County's Quality Assurance Plan.

4.1 General Requirements

The following requirements shall be observed:

- Contractor shall meet deadlines set by the Contract Administrator;
- Contractor shall timely complete reports required by the Contract;
- Contractor shall accurately report hourly services; and
- Contractor shall promptly return calls of County agents and employees.

4.2 Contract Discrepancy Report (Attachment B-1)

Verbal notification of a Contract discrepancy will be made to the Contract Representative as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The Contract Administrator will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the Contract Administrator within three workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the Contract Administrator within five workdays.

4.3 The Contract Administrator may issue a Contract Discrepancy Report to the Contractor in any incident of failure to comply with the performance standards or other unacceptable performance. In the case of continuing deficiencies, the Contract Administrator may issue a separate Contract Discrepancy Report each day the deficiency continues.

4.4 The Director may excuse the incident, assess and collect liquidated damages in the manner and amounts described in the Statement of Work, Attachment B1, Performance Requirements Summary or proceed with Contract termination as provided in Attachment A, Sample Contract, subparagraph 8.43, Termination for Default.

4.5 County Observations

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

5.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

5.1 County's Contract Administrator

5.1.1 The Facilities and Property Maintenance Division of the Department shall be the Contract Administrator (CA) and have the authority to act for the County in the administration of the Contract except where action of the Director or another official is expressly required by the Contract.

5.1.2 The CA will be responsible for ensuring that the objectives of the Contract are met and shall direct the Contractor as to the County's policy, information and procedural requirements.

5.1.3 The Contractor's work shall be subject to the CA's acceptance and approval, which shall not be unreasonably withheld.

5.1.4 The CA is not authorized to make any changes in the terms and conditions of the Contract or to obligate the County in any manner.

CONTRACTOR

5.2 Contractor's Representative

5.2.1 The Contractor shall designate a full-time employee as the Contractor's Representative (CR) who shall be responsible for Contractor's day-to-day activities and shall be available to County staff on reasonable telephone notice each business day and at other times as required by the work. The Contractor may designate himself or herself as the CR.

5.2.2 Contractor's Office

The Contractor shall maintain an office within Los Angeles County at which its principal officers or owners may be contacted personally by email, mail or telephone. The office shall be staffed during regular business hours, 9:00 a.m. to 6:00 p.m., Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract.

5.2.3 The CR shall have full authority to act for the Contractor on all matters relating to the day-to-day operations of the Contract work. The CR shall be able to effectively communicate in English orally and in writing. The CR shall make inspections, answer questions, resolve problems, respond to emergencies, keep logs and approve reports. The Contractor shall obtain the approval of the CA before replacing the CR.

5.3 Personnel

5.3.1 Contractor shall ascertain that persons performing Contract services are of sound physical and emotional condition necessary to perform required duties.

- 5.3.2** Personnel employed by the Contractor and assigned to perform Contract work shall have no serious misdemeanor, theft, or felony convictions.
- 5.3.3** Personnel employed by the Contractor and assigned to perform Contract work shall be at their assigned worksite(s) during the hours of work. In the event of an employee's illness or other emergency necessitating their absence, the Contractor shall provide replacement personnel.
- 5.3.4** All personnel assigned by the Contractor to perform "Contract" work shall at all times be employees of the Contractor and the Contractor shall have the sole right to hire, suspend, discipline, or discharge employees. However, at the request of the Director, the Contractor shall immediately exclude any member of the Contractor's staff from working on this Contract.
- 5.3.5** Personnel employed by the Contractor and assigned to perform Contract work shall undergo and pass a background investigation to the satisfaction of the County, in accordance with Section 7.3 of Appendix A, Sample Contract.
- 5.3.6** The Contractor shall provide the County with a current list of employees, including but not limited to management, and shall keep this list updated during the Contract term.
- 5.3.7** Calls of County agents, employees, and contractors shall be returned promptly in accordance with Section 5.4.
- 5.3.8** The Contractor's employees are subject to reasonable dress codes when on County property; shall not bring visitors onto the work site; shall not bring in any form of weapon or contraband; shall not bring in any alcohol or drugs or be under the influence of alcohol or drugs; are subject to authorized search by the Contractor, CA and law enforcement; shall conduct themselves in a reasonable manner at all times; shall not cause any disturbance; and otherwise are subject to all rules and regulations of the County.

5.3.9 The Contractor's employees who are assigned to operate any motor vehicle shall have a valid operator's license for the type of motor vehicle to be operated.

5.3.10 Supervisor

The Contractor shall provide a supervisor with no less than two years' experience in projects of the size called for by the Contract. The CR may act as the Supervisor. The Supervisor shall be authorized to act for the Contractor in every detail and must understand English.

5.3.11 Crew

Contractor shall provide the services of sufficient staff to perform the Contract in accordance with this Statement of Work and each term and condition of the Contract.

5.3.12 Required Licenses/Registration

Contractor shall be required to maintain the following licenses throughout the term of the Contract:

- Valid C-27 Landscape Contractor's License
- Valid California Pest Control Business License
- Valid Applicator's License with B or Higher
- Valid Registration with Los Angeles County Agricultural Commission

5.4 Communication with Department

The Contractor shall return calls from the Department during business hours no later than the next business day and as soon as reasonably possible if the call is designated urgent. When the office is closed, an answering service shall be provided to receive calls. The Contractor shall answer calls received by the answering service within two hours of receipt of the call.

5.5 Contractor to Notify Employees of Rights under Living Wage Ordinance

The Contractor shall provide annual notification of the Living Wage Ordinance requirements in English as well as in Spanish or any other language spoken by a significant number of employees. The required notice shall be given by way of:

- A handout to each employee (Exhibit F); and
- A notice posted in a conspicuous place in the work area (Exhibit G)

6.0 FACILITIES AND EQUIPMENT FURNISHED BY COUNTY

County is not required to furnish storage for the Contractor's equipment or supplies.

6.1 Keys and Gate Cards

The County will provide the Contractor with keys and/or gate cards that are required to gain access to the facilities requiring landscape maintenance service. In the event of any lost or stolen key or gate cards, the CR shall report to the CA within 24 hours of discovery of its loss. The Contractor shall reimburse the County for the cost of either re-keying or duplicating lost keys or cards as determined by the Director. All keys and gate cards shall be returned to the CA upon Contract termination.

6.2 The Contractor shall not duplicate any key or gate card without the CA's prior written consent. Duplication of any key or gate card without this consent is a misdemeanor (Section 469 of the California Penal Code), in addition to being a breach of the Contract.

6.3 Acceptance of Facilities

The Contractor acknowledges personal inspection of the public grounds, accepts their present physical condition and agrees to make no demands upon the County for their improvement or alteration.

6.4 Damage to County Property

County property damaged by the Contractor's employees shall be repaired or replaced by the contractor at the Contractor's expense with like workmanship and materials. Such repair or replacement shall be subject to approval by the Contract Administrator.

6.5 Damage by Weather and Third Parties

Damage to the trees that is caused by either an abnormal atmospheric event, such as by way of example and not limitation, a strong wind, heavy rain, extreme temperature, or an act of a third party shall be repaired by the Contractor to the satisfaction of the CA and without cost to the County, except in those instances where the cost of repair exceeds one thousand dollars.

6.6 Reporting Injury, Theft, Damage or Vandalism

Immediately upon discovery by the Contractor's staff, the Contract Representative shall report to the CA any injury, theft, damage or vandalism to the facilities. The report shall be in writing and on a form that is acceptable to the CA.

6.7 Reporting Emergency Repairs

The Contract Representative shall immediately report to the CA any condition of the facilities requiring emergency repairs including, but not limited to, broken water pipes or exposed electrical wires. After hours notification shall be made to the Marina Maintenance Supervisor at (310) 305-9555.

7.0 EQUIPMENT FURNISHED BY CONTRACTOR

7.1 Contractor to Furnish Supplies and Equipment

Except for the items furnished by the County pursuant to Section 6.0, Contractor shall provide all supplies and equipment necessary to perform the Contract work.

7.2 Photo Identification

Contractor shall furnish and require every on-duty employee to wear a visible photo identification card identifying the employee by name, physical description and company. The card shall be approved by the Contract Administrator.

7.3 Uniforms

The Contractor shall furnish all employees assigned to perform the Contract work uniforms in a style and color acceptable to the Director. The uniforms shall be worn by all of the Contractor's employees while performing the Contract work, and they shall be changed as necessary to ensure that all employees always wear a clean uniform.

7.4 Vehicles

The Contractor shall provide all motor vehicles used to perform the Contract work. All vehicles used to perform the Contract work shall be registered to the Contractor. All such vehicles shall be maintained in good and safe condition and shall be subject to the CA's approval, which shall not be reasonably withheld. The Contractor shall identify each vehicle used in the performance of the Contract work with signs or logos which include the company name and telephone number. The size, color, and format of such identifying signs shall be subject to the CA's prior approval, which shall not be unreasonably withheld. The Contractor shall not allow unlicensed employees to drive motor vehicles.

7.6 Equipment

The Contractor shall maintain equipment in a safe, clean condition and free from infectious materials. The equipment shall meet all requirements of applicable ordinances and laws.

8.0 SCOPE OF WORK

8.1 Schedule of Services

The Contractor shall perform all tasks listed in Exhibit B. All tasks shall be performed at the times listed in Exhibit B.

8.2 Schedule of Staff

The Contractor shall ensure the minimum staffing requirements as listed in Exhibit C are met.

8.3 Areas to be Maintained

The Contract work shall be performed in the areas that are owned and controlled by the County within the parcels and roads in the Marina del Rey Small Craft Harbor as listed in Exhibit A.

8.4 Hours of Work

Except as otherwise provided with respect to the application of chemicals, the requested work shall be performed Monday through Friday, excluding Holidays, between the hours of 6:00 a.m. and 3:00 p.m. Emergencies are exempt from any time restrictions.

8.5 Watering Hours

Grounds and landscape watering within street medians, parking lots, parks and other such areas as specified by the CA from time to time shall be conducted only between the hours of 2:30 a.m. and 6:00 a.m. on weekdays only.

8.6 Contractor to Provide Qualified Arborist

Contractor shall provide a qualified, certified arborist, at the request of the Department.

8.6.1 Contractor shall provide an arborist no less than six times a year to perform tree surveys.

8.7 Emergencies

The Director, in his sole discretion, may determine that an unforeseen incident requires emergency landscape maintenance service. The Contractor shall make such services available within 24 hours of telephone notice.

8.8 Unscheduled Work

The Director shall authorize any unscheduled work not required by the Contract. Authorization shall be provided in writing. The Contractor shall contact the CA for approval before beginning any work. No unscheduled work shall commence without written authorization.

8.9 Re-Award of Contract

If a Contractor is dismissed or resigns from his/her contractual agreement, or if the Contract is terminated for any reason, the County, in its sole discretion, may award the Contract to the next highest ranking and responsive/responsible proposer amongst the original proposals or solicit proposals again.

9.0 USE OF CHEMICALS

9.1 Employees Using Chemicals Shall be Licensed

All requested work involving the use of chemicals shall be performed in compliance with all federal, state and local laws and will be performed by a Qualified Applicator under the direction of a licensed Pest Control Advisor (PCA).

9.2 Contract Administrator to Approve Use of Chemicals

A listing of proposed chemicals, including commercial name, application rates, type of usage, and material safety data sheet shall be submitted to the Contract Administrator (CA) prior to application. No work shall begin until approval of use is obtained from the CA. Use or application of chemicals includes:

- Fertilization;
- Turf renovation or reseeding;
- Use of pesticides and herbicides;
- Micro-nutrients and soil amendments;
- Spraying of trees, shrubs or turf; and
- Other items as determined by the Director.

9.3 Contractor to Record Chemical Use

Records of all operations stating dates, times, methods of application, chemical foundations, applicator's name, and weather conditions shall be made and retained in an active file for a minimum of three years. Contractor shall provide a chemical use report (site specific) with its billing. A copy of the PCA's recommendation for each application (site specific) shall be provided to the CA and applicator prior to each application. This requirement shall be in addition to the copy of the usage summary that is provided to the Agricultural Commissioner.

9.4 Contractor to Furnish Permit for Chemicals

Prior to application, all chemicals used must be approved and registered with the County Agricultural Commissioner and a permit obtained for their application. The CA shall be given a copy of each permit obtained.

9.5 Contractor to Observe Chemical Regulations

The Contractor shall adhere to all regulations and safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California.

9.6 Time to Use Chemicals

Chemicals shall be applied only between the hours of 5:00 a.m. and 8:00 a.m. on weekdays only, and only on days when winds will not carry the material being applied beyond the boundaries of the area being treated.

9.7 No Chemicals in County Storage

Contractor shall not store chemicals in the storage areas that are furnished by the County.

9.8 Material Safety Data Sheets (MSDS)

Contractor shall maintain on-site MSDS Reports and shall provide the CA with copies before any chemical application is performed.

10.0 LOGS AND REPORTS

10.1 Contractor to Submit Work Report

The Contractor shall submit with each invoice a work report for each day worked describing all ongoing maintenance tasks, seasonal tasks, additional work and damage repairs performed.

10.2 Contractor to Submit Fertilizer, Seed and Chemical Report

The Contractor shall submit with each invoice a fertilizer, seed and chemical report. The report shall list the fertilizer, seed and chemicals used during the month, reporting and enclosing the material used:

- Quantity and complete description of all commercial and organic fertilizer(s);
- Quantity and label description of all grass seed;
- Quantity and complete description of all soil amendments;
- Copies of the recommendations and corresponding pesticide use report signed by a licensed California Pest Control Advisor for all chemical disease and pest control work performed;
- Copy of the permit issued by the Agricultural Commissioner which allows the application of chemicals.

10.3 Contractor to Maintain Daily Maintenance Log

The Contractor shall maintain daily maintenance logs in a form acceptable to the CA that shall be made available to the CA upon request. Such logs shall be prepared by the Contractor's supervisor(s) and shall include:

- The beginning and ending time of each shift;
- The location and nature of all reports made pursuant to any complaints and/or injuries, theft, damage or vandalism;
- The time and signatures of each employee on arrival and departure; and
- The names and time of any subcontractor on arrival and departure.

10.4 Contractor to Maintain a Complaint Log

The Contractor shall maintain a log of all complaints received directly from the public or forwarded to the Contractor by the CA relating to complaints

concerning employee appearance, attitude, and work. The log shall contain the date of receipt of complaint, nature of the complaint, time and action taken or reason for inaction. A copy of any written complaint and its resolution shall be submitted to the CA no later than five working days from the Contractor's receipt of the complaint. An updated copy of the complaint log shall be made available to the CA on request.

10.5 Contractor to Furnish Employee Driving Records

On the commencement of the Contract term and every six months thereafter over the remaining Contract term, the Contractor shall furnish the CA with a report from the California Department of Motor Vehicles on the Driving Record of each employee who is assigned to operate a motor vehicle in the performance of the Contract work.

11.0 GREEN INITIATIVES

11.1 Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

11.2 Contractor shall notify County's Contract Administrator of Contractor's new green initiatives prior to the contract commencement.

12.0 PERFORMANCE REQUIREMENTS SUMMARY

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

12.1 The Contractor agrees to and accepts the performance standards, including, but not limited to, the sums set forth as liquidated damages for unacceptable performance.

ATTACHMENT B - 1

CONTRACT DISCREPANCY REPORT

TO: _____

FROM: _____

DATES: _____

Prepared: _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Contract Administrator

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Authorized Contractor Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of County Representative

Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION

Contract Administrator Signature and Date _____

Contractor Representative's Signature and Date _____

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

Landscape Maintenance Service

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	LIQUIDATED DAMAGES
SAMPLE CONTRACT: PARAGRAPH 5.8 – <i>INVOICES & PAYMENTS</i>	Contractor shall submit invoices by the 15 th of each month.	Review of Invoices	\$100 per occurrence
SAMPLE CONTRACT: SUB-PARAGRAPH 8.8. – <i>COMPLIANCE W/COUNTY'S JURY SERVICE PROGRAM</i>	Contractor shall have and adhere to a written policy meeting the County's Jury Service Program requirements.	Review of Records	\$100 per occurrence
SAMPLE CONTRACT: SUB-PARAGRAPH 8.15 – <i>COUNTY'S QUALITY ASSURANCE PLAN</i>	Contractor shall observe & comply with County's quality assurance plan.	Review of Insurance Certificates	\$100 per occurrence
SAMPLE CONTRACT: SUB-PARAGRAPH 8.25 – <i>INSURANCE COVERAGE REQUIREMENTS</i>	Contractor shall maintain required liability amounts and coverages.	Review of Insurance Certificates	\$100 per occurrence
SAMPLE CONTRACT: SUB-PARAGRAPH 8.28 – <i>NONDISCRIMINATION AND AFFIRMATIVE ACTION</i>	Contractor shall certify to, and comply with Form P-8, Contractor's EEO Certification.	Inspection of Files	\$50 per occurrence
SAMPLE CONTRACT: SUB-PARAGRAPH 8.38 – <i>RECORD RETENTION & INSPECTION/AUDIT SETTLEMENT</i>	Contractor shall maintain all required records as specified.	Inspection of Files	\$100 per occurrence
SAMPLE CONTRACT: SUB-PARAGRAPH 8.40 – <i>SUBCONTRACTING</i>	Contractor shall obtain County's written approval prior to subcontracting any work.	Observation	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 1.4 – <i>GENERAL REQUIREMENTS</i>	Contract shall observe reasonable limits set by the Contract Administrator on the time and place of operation of leaf blowers and other power equipment.	Observation	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 1.5 – <i>GENERAL REQUIREMENTS</i>	Motor vehicles used in the performance of the contract work shall not be driven on bike paths or pedestrian sidewalks unless essential for performance of duties and public safety.	Observation	\$100 per occurrence

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

Landscape Maintenance Service

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	LIQUIDATED DAMAGES
STATEMENT OF WORK: PARAGRAPH 3.0 – <i>CONTRACTOR'S QUALITY CONTROL PLAN</i>	Contractor shall observe & comply with its quality control plan	Observation & Documentation	\$50 per occurrence
STATEMENT OF WORK: PARAGRAPH 4.2 – <i>QUALITY ASSURANCE PLAN</i>	Contractor shall respond in writing to deficiencies reported on Contract Discrepancy Report within three work days.	Observation & Documentation	\$100 per occurrence
STATEMENT OF WORK: PARAGRAPH 5.2 – <i>RESPONSIBILITIES - CONTRACTOR</i>	Contractor shall designate a full-time employee as Contractor's Representative.	Observation & Documentation	\$100 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 5.2.2 – <i>RESPONSIBILITIES – CONTRACTOR</i>	Contractor shall maintain an office within Los Angeles County staffed during regular business hours, 9:00 a.m. to 6:00 p.m., Monday through Friday, by at least one employee who can respond to inquiries and complaints.	Observation	\$100 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 5.3.2 – <i>RESPONSIBILITIES - CONTRACTOR</i>	Contractor's personnel shall have no serious misdemeanor, theft or felony conviction.	Review of Records	\$100 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 5.3.3 – <i>RESPONSIBILITIES - CONTRACTOR</i>	Contractor's personnel shall be at assigned worksite during hours of operation.	Observation & Documentation	\$100 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 5.3.4 – <i>RESPONSIBILITIES - PERSONNEL</i>	Contractor shall immediately remove any employee from performing contract work at County's request	Observation	\$100 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 5.3.5 – <i>RESPONSIBILITIES - PERSONNEL</i>	Contractor's personnel shall undergo and pass a background investigation prior to beginning work on the Contract	Observation & Documentation	\$100 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 5.3.6 – <i>RESPONSIBILITIES - CONTRACTOR</i>	Contractor shall provide the Department with a current list of employees during contract term.	Observation & Documentation	\$50 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 5.3.8 – <i>RESPONSIBILITIES – PERSONNEL</i>	Contractor's personnel shall conduct themselves in a reasonable manner at all times	Observation & Documentation	\$50 per occurrence

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

Landscape Maintenance Service

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	LIQUIDATED DAMAGES
STATEMENT OF WORK: PARAGRAPH 5.3.12 – <i>SCOPE OF WORK & OBJECTIVES</i>	Contractor shall maintain all required licenses as required in the Contract.	Review of Records	\$100 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 6.1 - <i>FACILITIES & EQUIPMENT - COUNTY</i>	Contractor shall report any lost or stolen keys or gate cards within 24 hours of discovery	Observation	\$100 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 6.6 - <i>FACILITIES & EQUIPMENT - COUNTY</i>	Contractor shall report to the CA any injury, theft, damage or vandalism to the facilities.	Observation	\$100 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 6.7 - <i>FACILITIES & EQUIPMENT - COUNTY</i>	Contractor shall immediately report to the CA any condition of the facilities requiring emergency repairs.	Observation	\$100 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 7.2 - <i>FACILITIES & EQUIPMENT - CONTRACTOR</i>	Contractor shall furnish & require its employees to wear visible photo identification	Review & Observation	\$50 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 8.1 - <i>SCHEDULE OF SERVICES</i>	The Contractor shall perform all tasks listed in Exhibit B. All tasks shall be performed at the times listed in Exhibit B.	Observation	\$150 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 8.5 - <i>WATERING HOURS</i>	Grounds and landscape watering within street medians, parking lots, parks, and other areas to be conducted between 2:30 a.m. and 6:00 a.m.	Observation	\$100 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 8.6 - <i>CONTRACTOR TO PROVIDE QUALIFIED ARBORIST</i>	Contractor shall provide a qualified certified arborist at the request of the Department.	Observation	\$150 per occurrence

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

Landscape Maintenance Service

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	LIQUIDATED DAMAGES
STATEMENT OF WORK: SUB-PARAGRAPH 8.7 – SCOPE OF WORK – EMERGENCIES	The Contractor shall be able to provide emergency or unforeseen services within 24 hours of telephone notice.	Review & Observation	\$100 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 9.1 – SCOPE OF WORK	All work performed involving the use of chemicals shall be performed under the direction of a licensed Pest Control Advisor (PCA).	Observation	\$150 per occurrence
STATEMENT OF WORK: SUB-PARAGRAPH 9.6 – SCOPE OF WORK	Chemicals shall be applied only between the hours of 5:00 a.m. and 8:00 a.m. on weekdays only, and only on days when winds will not carry chemicals beyond the boundaries of the area being treated.	Observation	\$150 per occurrence
STATEMENT OF WORK: PARAGRAPH 10.0 - LOGS & REPORTS	Contractor shall submit to CA all required reports with its submitted invoice	Review & Observation	\$50 per occurrence

TRUGREEN LandCareSM

Bid To:

**County of Los Angeles
Department of Beaches and Harbors
for
RFP for Landscape Maintenance Services (MDR)**

**Presented By:
David G. Evans
TruGreen LandCare
Branch 6245
1323 West 130th Street
Gardena, California 90247
310/354-1520 tel
310/323-4780 fax
Dave.Evans@LandCare.com**

Date of Submittal: May 13, 2014 at 2:00 pm (PST)

REQUEST FOR PROPOSALS FOR LANDSCAPE MAINTENANCE SERVICES
OFFER TO PERFORM AND PRICE PROPOSAL

Proposer: Name: TruGreen LandCare
Address: 1323 West 130th Street
Gardena, CA 90247
Phone: 310-354-1520 Fax: 310-323-4780

To: Gary Jones, Director, Department of Beaches and Harbors

Proposer, responding to the Request for Proposals (RFP) issued by the Los Angeles County Department of Beaches and Harbors, offers to provide Landscape Maintenance Services in Marina del Rey on the terms and conditions for the performance of this work that are set forth in the RFP. Such services shall be performed during a three-year term and at the sole discretion of the Director may be extended for two additional, consecutive, optional Contract years. The two one-year options shall be exercised separately in succession. The Director, at his sole discretion, may also extend the final Contract term on a month-to-month basis for up to six months.

The compensation for Proposer's services shall be in accordance with the hourly rates set forth for such work on page 2 of this form, subject to the limitations provided in the Contract.

This offer shall be irrevocable for a period of 180 days after the final date for submission.

Proposer is a (n): individual corporation partnership/joint venture limited liability company other: General Partnership

State of organization: California Principal place of business: California

Out of state vendor's authorized agent for service of process in California:

Name N/A Address N/A Phone N/A

The Proposer represents that the person executing this offer and the following persons are individually authorized to commit the Proposer in any matter pertaining to the proposed Contract:

<u>Andrew Fox</u>	<u>Regional Manager</u>	<u>310-354-1520</u>			
Name	Title	Phone	Name	Title	Phone

Dated: 05-08-14 Proposer's signature: David Evans

<u>David Evans</u>	<u>Branch Manager</u>	<u>310-354-1520</u>
Name	Title	Phone

PRICE PROPOSAL

Fill in all of the unshaded boxes. This chart will be used for a variety of purposes as follows:

- The first column represents items of expense incurred by the Contractor in providing the service.
- The second column should show the annual staffing hours of landscape service workers, arborist and "Other Personnel" such as supervisors and contract managers provided to the County. Please review the minimum staffing requirements outlined in Exhibit C.
- The next column ("Hourly Wage") should reflect actual hourly wages paid, which the County will use to judge whether the Proposer complies with the County Living Wage Program (Exhibit 10).
- The next column (Contractor's annual cost) should accurately reflect all cost items, as well as profit, that are included in the proposed annual price --TOTAL (ANNUAL COST TO COUNTY).
- The "Annual Cost to County" will be used for Proposal Price evaluation purposes. The total should equal the Proposer's expected compensation for providing the services.
- The lower right box "Hourly Rate for Increased or Reduced Services" will be used for adjustments to monthly compensation in those instances when a change in staffing levels or extra work has been authorized by the Director. The hourly rate must equal the Annual Cost to County divided by the annual staffing hours, or the cost of one hour of landscaping services.

COST ITEMS	ANNUAL STAFFING HOURS	HOURLY WAGE	CONTRACTOR'S ANNUAL COST
LANDSCAPE MAINTENANCE WORKERS	12,480	\$ 11.84	\$ 147,763.00
ARBORIST	104	\$ 50.00	\$ 5,200.00
OTHER PERSONNEL	416	11.84	4,925.00
SUPERVISOR	4,160	\$ 13.81	\$ 57,450.00
CONTRACTOR REPRESENTATIVE	208	\$ 20.00	\$ 4,160.00
1		\$	\$
HEALTH PLAN			\$ 3,648.00
OTHER BENEFITS, IF ANY			\$ 9,120.00
SUPPLIES			\$ 6,000.00
OTHER EXPENSES & OVERHEAD			\$ 97,350.00
PROFIT			\$ 29,184.00
TOTAL (ANNUAL COST TO COUNTY)			\$ 364,800.00
HOURLY RATE FOR INCREASED OR REDUCED SERVICES			\$ 21.00

PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Please complete, date and sign this form. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.

1. If your firm is a corporation or limited liability company (LLC), state its legal name (as found in your Articles of Incorporation) and State of incorporation:

N/A	N/A	N/A
_____	_____	_____
Name	State	Year Inc.

2. If your firm is a limited partnership or a sole proprietorship, state the name of the proprietor or managing partner:

TruGreen Landcare

3. If your firm is doing business under one or more DBA's, please list all DBA's and the County(s) of registration:

Name	County of Registration	Year became DBA
N/A	N/A	N/A
_____	_____	_____
_____	_____	_____

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm? Yes If yes,

Name of parent firm: TruGreen LandCare L.L.C. and LandCare Holdings, Inc. dba TruGreen LandCare, Inc.

State of incorporation or registration of parent firm: Delaware

5. Please list any other names your firm has done business as within the last five (5) years.

Name	Year of Name Change
N/A	N/A
_____	_____
_____	_____

6. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below.

No

Proposer acknowledges and certifies that it meets and will comply with all of the Minimum Mandatory Requirements listed in Paragraph 1.3 - Minimum Mandatory Requirements, of this Request for Proposal, as listed below.

Check the appropriate boxes:

- Yes** **No** Proposers must have at least five years' experience performing significant landscape maintenance service contracts for governmental and/or private organizations.
- Yes** **No** Proposers must provide a supervisor who has a minimum of two years' experience relative to the scope of work included in the RFP.
- Yes** **No** Proposers must include a staffing plan that ensures staffing needs are met for the delivery of duties as outlined in Exhibit C.
- Yes** **No** Proposers must include verification of the licenses requirements as stated in section 1.3 of the RFP, Minimum Mandatory Requirements.
- Yes** **No** Proposers must complete and return all required Forms P-1 through P-20.

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. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

Proposer's Name:

TruGreen LandCare

Address:

1323 W 130th St

Gardena, CA 90247

E-mail address: Dave.Evans@Landcare.com Telephone number: 310-354-1520

Fax number: 310-323-4780

On behalf of TruGreen LandCare (Proposer's name), I David Evans
(Name of Proposer's authorized representative), certify that the information contained in this Proposer's
Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.

David Evans
Signature

Branch Manager
Title

05/08/2014
Date

36-4313318
Internal Revenue Service
Employer Identification Number

970508
California Business License Number

52607901
County WebVen Number

PENDING LITIGATION AND JUDGMENTS
None for Branch 6245

JUDGMENTS WITHIN THE LAST FIVE YEARS			
NAME OF CASE	COURT CASE ID#	COURT JURISDICTION	OUTCOME OF CASE
N/A	N/A	N/A	N/A
PENDING LITIGATION			
NAME OF CASE	COURT CASE ID#	COURT JURISDICTION	OUTCOME OF CASE/ CURRENT STATUS
N/A	N/A	N/A	N/A

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PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

Contractor's Name: TruGreen LandCare

List of all public entities for which the Contractor has provided service within the last three (3) years. Use additional sheets if necessary.

1. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
City of Santa Monica	2600 Ocean Park Blvd Santa Monica, CA 90405	Judy Dragon	(310)458-8974	(310)399-6984
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	
City of Santa Monica / 9625	18 yrs / work in progress	Landscape Maintenance	\$1,389,084.00	
2. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
City of Huntington Park	6900 Bissell Street Huntington Park, CA 90255	Claude Bliodeau	(323)584-6274	(323)584-6309
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	
City of Huntington Park	10 yrs / work in progress	Landscape Maintenance	\$ 379,174.32	
3. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
County of Los Angeles Dept of Beaches & Harbors MDR	13837 Fiji Way Marina del Rey, CA 90292	Brad Hawk	(310)902-6517	(310)821-6345
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	
County of LA Dept of Beaches & Harbors MDR / 77058	15 yrs / work in progress	Landscape Maintenance	\$ 384,000.00	
4. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
City of Beverly Hills	455 N Rexford DR # 195 Beverly Hills, CA 90210	David Garrard	(310)285-6885	(310)385-0840
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	
City of Beverly Hills	15 yrs / work in progress	Landscape Maintenance	\$ 359,164.00	
5. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
City of Rosemead	8838 E Valley Blvd Rosemead, CA 91770	John Scott	(626)569-2260	(626)569-2243
Name or Contract No.	# of Years / Term of Contract	Type of Service	Dollar Amt.	
City of Rosemead	5 yrs / work in progress	Landscape Maintenance	\$ 236,460.00	

PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS

Contractor's Name: TruGreen LandCare

List of all contracts that have been terminated within the past three (3) years. None for Branch 6245

1. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
N/A	N/A	N/A	() N/A	() N/A
Name or Contract No. Reason for Termination:				
2. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
Name or Contract No. Reason for Termination:				
3. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
Name or Contract No. Reason for Termination:				
4. Name of Firm	Address of Firm	Contact Person	Telephone #	Fax #
Name or Contract No. Reason for Termination:				

STAFFING AND WORK PLAN

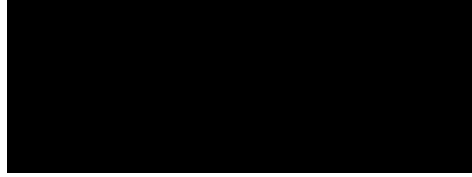
1a. STAFFING PLAN: Please provide the requested information for staff, principals and subcontractors. Provide the names, experience and responsibilities of those staff that will be responsible for supervising the Contract work.
Attach each person's resume.

Position	Name	Experience	Responsibility
Contractor's Representative	Manuel "Martin" Rodriguez	12 years of Landscape Maint Exp working on municipal and county contracts	Management of supervisors, crews, and direct contact to county personnel
Supervisor	Robert Marquez	9 years of Landscape Maint Exp working directly for Dept of BH (MDR)	Oversees daily tasks performed by crew; daily contact with county personnel
Arborist	David Evans	ISA Certified Arborist with over 15 yrs of working directly with Dept of BH (Marina del Rey)	Responsible for tree inspections, arborist reports, and giving direction on how to manage MDR's Urban Forest
Other: Weekend Supervisor	Andres Molina	7 yrs of Landscape Maint Exp working directly for the Dept of BH (Marina del Rey)	Supervises weekend crews
Other: Irrig Technician	Francisco Castellanos	4 yrs of exp maintaining irrigation systems directly for the Dept of BH (Marina del Rey)	Inspects, repairs, and maintains irrigation systems throughout Marina del Rey

1b. PRINCIPAL OWNER(S) OF BIDDER'S ORGANIZATION TruGreen LandCare

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Manuel "Martin" Rodriguez



PROFILE

Experienced Landscape Manager with more than 12 years in Management and nearly 30 years of field experience, including Commercial, municipal, and residential projects in maintenance and construction.

WORK HISTORY

Apr 2002- Present **Account Manager**
TruGreen LandCare
Gardena, CA.

Responsibilities:

- supervise operations
- scheduling, hiring/firing, purchasing
- job walks/inspections

Sep 1998- Apr 2002 **Crew Chief**
Martinez Landscape
Lennox, CA

Responsibilities:

- supervised landscape maintenance crew
- scheduled daily work tasks
- coordinated weekly tailgate safety meetings

SKILLS

- Management/Supervision
- Bilingual Spanish/English
- Plant identification

REFERENCES

Available upon request



OBJECTIVE

To continue to work in the landscape industry—using both horticultural, arboricultural and personnel management skills.

EDUCATION

- B.S. In Ornamental Horticulture – June 1991
California State Polytechnic University, Pomona

EXPERIENCE

- Branch Manager, Operations Manager, Certified Arborist, TruGreen-LandCare - West LA Branch and Anaheim Branch December 1999 to Present.
 - Responsible for the overall management of the Branch
 - Supervised up to 11 Area Managers and 100 plus employees
 - Responsible for multiple Municipal and County Contracts.
 - Very familiar with all aspects of landscape maintenance services for parks, landscaped traffic medians and large facilities
- Area Supervisor, Landscape West, Anaheim, CA
June 1990 to November 1999
 - Responsible for several large municipal contracts
- Intern, Landscape West, Anaheim, CA
June 1990-August 1990
 - Worked with Manhattan Beach maintenance crew
 - Assisted Pesticide Applicator
 - Worked with tree trimming crews
 - Worked with special project crew
 - Assisted both Area Supervisors and Operation Manager
- Climber/Tree Trimmer, Fred Roth Tree Care, Rancho Cucamonga, CA
June 1988 to December 1989
 - Operated dump truck, tree chipper and other heavy equipment
 - Trimmed trees, shrubs and other ornamentals
 - Removed large trees
- Nursery Man, International Garden Center, El Segundo, CA
October 1985 to August 1987
 - Sold plant material and garden supplies
 - Priced, stocked inventories and ordered merchandise
 - Designed and arranged displays

MILITARY SERVICE

- Honorable Discharge from U.S. Coast Guard Reserve
Served from 1983 to 1992

CERTIFICATION

- ISA Certified Arborist
- Member of WCISA
- Member of Street Tree Seminar
- Member of Society of Commercial Arboriculture and Municipal Arboriculture
- ISA Professional Member
- QAL (Qualified Pesticide Applicators License)
- Member of PAPA
- D-49 Contractor's License Holder

1c. IDENTIFY PARTNERS/SUBCONTRACTORS

Principal	Firm Name	Relationship to Proposer	Specialty	Address	Phone
N/A	N/A	N/A	N/A	N/A	N/A

1d. ADDITIONAL EMPLOYEES: Provide the job titles and number of employees (other than supervisors identified in 1a) who will be responsible for complying with the Contract requirements.

TITLE	NUMBER	RESPONSIBILITIES
Landscaping Services Worker	5	Turf maintenance, planter maintenance, debris removal, general cleanup
Mower Operators	2	Responsible for weekly mowing of large turf areas throughout Marina del Rey

Attach additional pages if necessary

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2. APPROACH TO CONTRACT REQUIREMENTS:

a. Approach to Operational Plan PLEASE SEE ATTACHED

- Proposer's operational plan, including scheduling of staff, transporting staff to the job sites and how staff will communicate with supervisors while working;
- Proposer's training provided to its staff, including orientation, use of chemicals and safety usage of equipment;
- How Proposer shall specifically ensure staffing needs are met for the delivery of duties as outlined in Exhibit C, Minimum Staffing Requirements;
- Proposer's vehicles, supplies, uniforms, badges and materials and how they will be operated to perform the Contract work;
- Proposer's method to provide the Contract services, including staffing and handling emergency requests from the Department.

3. JUSTIFICATION OF PART-TIME WORKERS. If your staffing plan (page 4) includes any part-time employees, attach a detailed justification why it was necessary to do so. Failure to use full-time workers will result in disqualification.

TruGreen LandCare - Branch 6245 does not have part -time employees

2. APPROACH TO CONTRACT REQUIREMENTS:

- Proposer's operational plan, including scheduling of staff, transporting staff to the job sites and how staff will communicate with supervisors while working:

Scheduling of Staff:

The Account Manager shall meet with the Supervisor on a weekly basis to discuss scheduled work tasks that need to be performed during the week. The Supervisor shall meet with his maintenance crew on a daily basis to review tasks that are to be completed on a daily basis. The Account Manager will also meet with the Branch Manager to schedule such specialty work items as turf aeration, and renovation, pesticide application, and turf seeding and top dressing. The Account Manager will also be responsible for scheduling special project crew members to complete these tasks.

Transportation of Staff to job sites:

The landscape maintenance crew shall utilize company vehicles for transportation from job site to job site within Marina del Rey, they shall also utilize TruGreen LandCare vehicles for transportation from where they are reporting for work to the job site within Marina del Rey and back.

How does Staff communicate with Supervisor while working:

Staff communicates with Supervisor, in the beginning of the day, as well as at the end of the day. Staff communicates with Supervisor throughout the day via cell phones

- Proposer's training provided to its staff, including orientation, use of chemicals and safety usage of equipment:

Orientation changes depending upon the position and training requirements; however, all positions will go through a New Hire Orientation video that introduces the Company, the size, our scope and what we do. Employees responsible for the application of pesticides will go through an annual Pesticide Safety Training, performed by an employee with a Qualified Applicator's License. In addition, each employee will also go through Chemical Usage Training ,

Safety Training, Code of Ethics and Business Conduct Training. Lastly, all drivers will go through a driving training called ProStyle geared toward making them proactive drivers.

Safety Usage of Equipment:

All employees receive OJT (on-the-job training) for each piece of equipment that they will be required to use. This training is conducted by an experienced Account Manager and crew leader. Additionally, they receive new hire and periodic refresher training covering:

- Personal Protective Equipment and use for each piece of equipment.
- Proper Lifting Procedures
- ProStyle Safe Driving Training
- Weekly safety tailgate meetings covering specific safety topics.

- How Proposer shall specifically ensure staffing needs are met for the delivery of duties as outlined in Exhibit C, Minimum Staffing Requirements:

TruGreen LandCare currently employs over 100 experienced employees in the landscape maintenance industry. TruGreen LandCare has more than sufficient staff to ensure that the staffing needs required by this RFP are met. Additionally, we have several rovers that can cover for staffing shortages.

- Proposer's vehicles, supplies, uniforms, badges and materials and how they will be operated to perform the Contract work:

TruGreen LandCare provides complete uniforms to all of its employees, which consist of tan long sleeved shirts, Hunter green pants, baseball cap with TruGreen LandCare logo, and an orange safety vest. Employees are also required to wear work boots. Laminated identification cards, along with employee's picture shall be provided to employees working on this contract.

TruGreen LandCare has ample quantities of trucks and trailers to service the Department of Beaches and Harbors – Marina del Rey, the following list of vehicles and equipment are slated to be used on this contract:

- Ford F350 Pickup Truck
- Equipment Trailer
- Ford F650 Mower Carrier
- Chevy 3500 Stake Bed Truck
- Ford Ranger
- Ford F150 Pickup Truck
- 72" Lazer ExMark Riding Mower
- Toro 7 Gang Reel Mower

- ExMark 21" Walk-behind mower
- Stick edger
- 2 Line Trimmers
- Extension hedge trimmer
- Chain saw
- 2 Backpack blowers
- Portable pressure washer
- Fertilizer spreader
- John Deere turf aerator
- PTO driven turf dethatcher
- John Deere tractor with turf tires
- 2 – 5 gallon backpack sprayers
- 50 gallon spray tank
- Misc small hand tools

Supplies and Materials:

The Account Manager is responsible for requesting any materials/supplies that are required to perform landscape maintenance service within Marina del Rey. The Account Manager shall submit a "material/supplies request sheet" to TruGreen's Branch Manager, who in turn shall make arrangements to order/purchase required materials/supplies. Materials/supplies can be ordered on a weekly, monthly or as needed basis. All materials/supplies needed shall be provided to the landscape maintenance crew so its safety and production is not in jeopardy.

- Proposer's method to provide the Contract services, including staffing and handling emergency requests from the Department:

TruGreen LandCare has more than sufficient staff to handle any landscape maintenance service emergency that may occur within Marina del Rey (24/7). As well as, we have multiple office staff answering our phones in the West LA/Gardena Office. We also have an after hours on-call staff service. Additionally, the County will be supplied with cell phone numbers, and email addresses for key TruGreen LandCare employees. Calls from the County shall be returned within 90 minutes and TruGreen LandCare employees shall be on site within 4 hours—this is our average response time.

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PROPOSER'S WORK PLAN

STAFFING PLAN

PROPOSER: TruGreen LandCare

POSITION TITLE	EMPLOYEE	FULL-TIME/PART-TIME		HOURLY RATE	HEALTH INS.	HOURS OF WORK							WEEKLY HOURS	OTHER HOURS*	
		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			MON	TUE	WED	THU	FRI	SAT	SUN			
Supervisor	Roberto Marquez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$15.77	<input type="checkbox"/>	8	8	8	8	8	8	8	8	40	
Supervisor	Andres Molina	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$11.84	<input type="checkbox"/>	8	8							40	
Laborer	Wilfredo Alvarado	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$11.84	<input type="checkbox"/>	8	8	8	8	8	8	8	8	40	
Laborer	Victor Rubio	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$11.84	<input type="checkbox"/>	8	8	8	8	8	8	8	8	40	
Laborer	Jose Rodriguez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$11.84	<input type="checkbox"/>	8	8	8	8	8	8	8	8	40	
Laborer	Alfredo Aguado	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$11.84	<input type="checkbox"/>	8	8	8	8	8	8	8	8	40	
Irrig Tech	Francisco Castellanos	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$11.84	<input type="checkbox"/>	8								40	
Laborer	Roberto Turcios	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$15.76	<input type="checkbox"/>		4							4	36
Mow Crew	Alfonso Echeverria	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$11.84	<input type="checkbox"/>		4							4	36
Mow Crew	Juvenal Torres Soria	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$11.84	<input type="checkbox"/>									4	

*Show full-time employees' hours worked at other locations, if necessary, to demonstrate 40-hour schedule.

BUSINESS AND FINANCIAL SUMMARY

1. **BACKGROUND.** Provide a summary description of your relevant background information demonstrating the Bidder's ability to meet the requirements stated in the RFP, 1.3 Minimum Requirements. *SEE ATTACHED "BACKGROUND"*
2. **EXPERIENCE/REFERENCES.** Provide your experience in Landscape Maintenance Services. List all experience your firm has had in the past five years providing the requested services. At least five years' experience must be demonstrated. **At a minimum, five references should be submitted.**

Start of Contract	End of Contract	Name of Client	Address of Client	Contact Person	Contact's Ph. No.
SEP 1995	WORK IN PROGRESS	CITY OF SANTA MONICA	2600 OCEAN PK BLVD SANTA MONICA, CA 90405	JUDY DRAGON	310-458-8974
SEP 2004	WORK IN PROGRESS	CITY OF HUNTINGTON PARK	6900 BISSELL STREET HUNTINGTON PARK, CA 90255	CLAUDE BILODEAU	323-584-6274
JUL 1999	WORK IN PROGRESS	COUNTY OF LOS ANGELES DEPT OF BEACHES AND HARBORS (MDR)	13837 FIJI WAY MARINA DEL REY, CA 90292	BRAD HAWK	310-902-6517
JUN 1999	WORK IN PROGRESS	CITY OF BEVERLY HILLS	455 N REXFORD DR BEVERLY HILLS, CA 90210	DAVID GARRARD	310-285-6885
MAR 2009	WORK IN PROGRESS	CITY OF ROSEMEAD	8838 E VALLEY BLVD ROSEMEAD, CA 91770	JOHN SCOOT	626-569-2260

Attach additional pages if necessary

3. Location of office of operation 1323 WEST 130TH STREET, GARDENA, CA 90247

4. How many full-time employees does your firm employ? 116 (BRANCH 6245)

5. Licenses: Please attach copies of the following licenses:

- > A valid C-27 Landscape Contractor's License;
- > A valid California Pest Control Business License; and
- > A valid registration with the Los Angeles County Agricultural Commission

6. Attach an organizational chart or describe the organization of your firm:

7. Evidence of Insurability. Attach a letter of commitment, binder or certificate of current insurance coverage meeting the limits and other requirements of Section 8.25 of the Sample Contract.

8. ADDITIONAL INFORMATION (Attach additional pages if necessary):

Signature:  Date: 05-08-14

Title: BRANCH MANAGER

TRUGREEN LandCareSM

Background

TruGreen LandCare, Branch 6245, a California General Partnership, founded September 1, 1999 through the successful acquisition of many top landscape companies, has many years of experience and knowledge to serve our customers. We provide professional landscape maintenance to municipalities, Los Angeles County Departments and Federal Agencies. Our contractor's license number is 970508.

TruGreen LandCare is qualified to provide landscape maintenance services to the Los Angeles County Department of Beaches and Harbors (Marina Del Rey) with the most up-to-date horticultural practices keeping within the scope of work listed in the Statement of Work.

Our fleet of trucks and equipment includes small pick-ups, mowing equipment, carrier trucks, utility trucks, aerial towers and refuse trucks. In addition, we have several tractors as well as various other pieces of large equipment to provide for related services such as aeration and renovation of turf areas.

We have an on-site shop supervised by a Shop Manager, with more than 20 years of experience, maintains approximately 45 company vehicles and miscellaneous equipment. The company employs licensed Pest Control Advisors, Pest Control Applicators, Certified Arborists, and Certified Tree Trimmers.

Our Branch Manager has 25 years of landscape experience. He also has more than 15 years overseeing the Marina Del Rey contract. The direct supervisor earmarked for this location has eight years on the Marina Del Rey project and over 10 years of relative experience. In addition to the multiple decades of experience and intimate knowledge of the project, the onsite staff has over 5 years on the ground maintaining said project. The technical knowledge and practical experience in all phases of landscape services will be aided by the years of knowledge of having the contract. We also provide continuing education through various seminars and classes in field related subjects to our employees.

Approximately 98% of all contracts are handled by our staff. The majority of our contracts are performed with little assistance from subcontractors.

TruGreen LandCare is able to handle all locations listed in the Request for Proposals for Landscape Maintenance Services. We have a total of five (5) branches within the Los Angeles County Area: West Los Angeles, Gardena, Culver City, Canoga Park and Simi Valley all of which have some type of municipal or county contract therefore allowing strength in numbers when it comes to cross county or city support.

If the Los Angeles County Department of Beaches and Harbors choose TruGreen LandCare to service their locations, you will have the expertise and knowledge of the industry leader in landscape maintenance services and will only have to deal with one entity for all of your landscape needs. This statement is not only made but has been proven over the years of serving multiple county, municipal, and federal contracts.

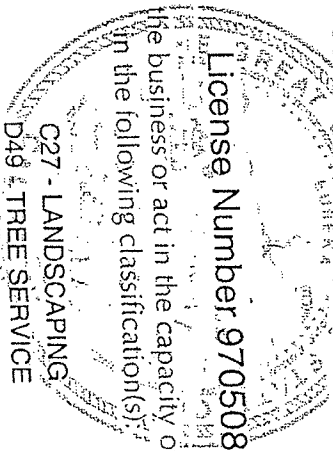
STATE OF CALIFORNIA

Contractors State License Board

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code and the Rules and Regulations of the Contractors State License Board, the Registrar of Contractors does hereby issue this license to:

TRUGREEN LANDCARE

License Number 970508

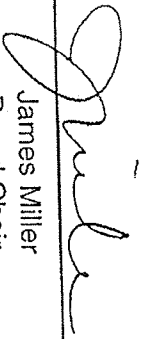


to engage in the business or act in the capacity of a contractor in the following classification(s):


Witness my hand and seal this day,

March 1, 2012

Issued February 29, 2012


James Miller
Board Chair

This license is the property of the Registrar of Contractors, is not transferable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason. It becomes void if not renewed.


Stephen P. Sands
Registrar of Contractors



CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION

1001 I STREET
SACRAMENTO, CALIFORNIA 95814

ISSUED January 01, 2014
EXPIRES December 31, 2015

PEST CONTROL BUSINESS BRANCH

LICENSE

LICENSE NO. 431960

Invalid if insurance and/or qualified person ceases before expiration date.

Mailing Address:

TRUGREEN LANDCARE, LLC
9416 DOCTOR PERRY ROAD
JAMESVILLE, MD 21754

Business Location

TRUGREEN LANDCARE, LLC
1323 W 130TH ST
GARDENA, CA 90247



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

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

Department of Pesticide Regulation
Pest Management and Licensing Branch
Licensing and Certification Program

P.O. Box 4015
Sacramento, California 95812-4015

04 2014

04 2014

County of Los Angeles

No. 50000405

AGRICULTURAL PEST CONTROL REGISTRATION

For Calendar Year Ending December 31, 2014

Name: TRUGREEN LANDSCAPE, LLC 714-936-9593

Address: 1323 W 130TH STREET GARDENA CA 90247
(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:

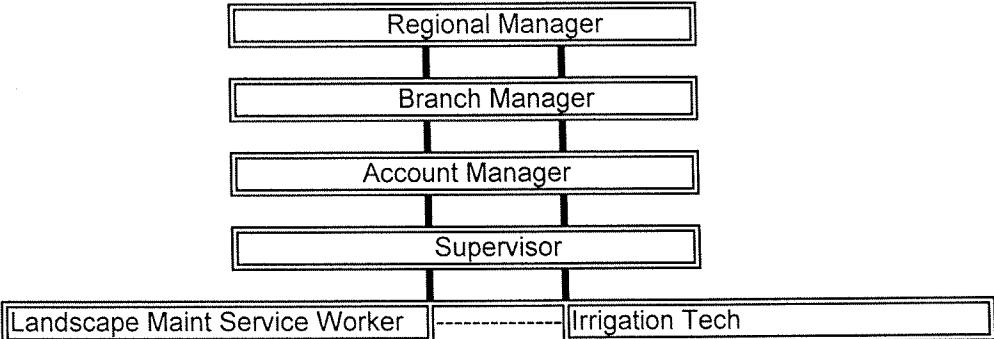
- | | |
|---|---|
| <input checked="" type="checkbox"/> (A) Residential, Industrial and Institutional | <input type="checkbox"/> (I) Animal Agriculture |
| <input checked="" type="checkbox"/> (B) Landscape Maintenance | <input type="checkbox"/> (J) Demonstration and Research |
| <input type="checkbox"/>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

Agricultural Commissioner/Director of Weights and Measures
County of Los Angeles
Date: February 12, 2014

Agent: DAVID G. EVANS
State Business License No. 31960

TRUGREEN LandCaresm

Organization Chart - Branch 6245





Zurich American Insurance
Global Corporate
777 S. Figueroa Street
Suite 3900
Los Angeles, CA 90017
Telephone 213.270.0644
Fax: 866-826-5364

e-mail: Laura.Malham@zurichna.com

May 6, 2014

RE: TruGreen LandCare
WC 4783592-03 Worker's Compensation
GLO 4783593-03 General Liability
BAP 4783594-03 Automobile

Dear Sirs:

I, Laura Malham, an Executive Underwriter working for Zurich American Insurance Company, do authorize that Zurich has issued the above referenced policies on behalf of TruGreen LandCare, LLC. effective 4/29/2014 to 4/29/2015.

These policies cover:

- General Comprehensive Liability
- General Comprehensive Property Damage
- Workers' Compensation
- Business Automobile Liability

With limits and coverages at or exceeding those required for the bid this letter is attached to.

Sincerely,


Laura Malham

QUALITY CONTROL PLAN

Proposer shall establish and utilize a comprehensive Quality Control plan to assure a consistently high level of service throughout the term of the Contract. The plan shall include, but not be limited to, the following:

1. Describe the monitoring methods to ensure compliance with the Contract work requirements.
 - A plan for reviewing the work of Proposer and Proposer's employees and ensuring its accuracy and compliance with professional standards;
 - A plan for ensuring that interim deadlines, if any, and delivery dates are met; and
 - The methods for identifying and preventing unsatisfactory performance of the Contract work.SEE ATTACHED
2. Describe the frequency of monitoring conducted. Who will perform the monitoring?
SEE ATTACHED
3. Describe the steps taken to correct deficiencies reported by the Department.
SEE ATTACHED
4. Describe your response time to complaints received from the Department.
SEE ATTACHED
5. Describe your documentation methods of all monitoring results, including any corrective action taken.
SEE ATTACHED
6. Provide samples of forms to be used in monitoring.
SEE ATTACHED
7. If available, please attach your firm's written quality control plan.
SEE ATTACHED

QUALITY CONTROL PLAN

1. Describe the monitoring methods to ensure compliance with the Contract work requirements.

- A plan for reviewing the work of Proposer and Proposer's employees and ensuring its accuracy and compliance with professional standards;

Branch Manager will inspect all contract sites on a monthly basis to ensure compliance with professional standards; Account Manager will inspect all contract sites on a weekly basis to ensure its accuracy and compliance with professional standards; Supervisor will inspect all contract sites on a daily basis for contract deficiencies and hazards to be compliant with professional standards; Landscape Maintenance Service Workers shall be well versed to ensure accuracy and compliance with professional standards.

- A plan for ensuring that interim deadlines, if any, and delivery dates are met; and

Branch Manager shall review work and staff accordingly to ensure that interim deadlines are met, as well as, deliver dates are met. Account Manager and Supervisors shall report on a regular basis to Branch Manager and County Staff to keep them informed of work in progress, and ensuring that interim deadlines and delivery dates are being met.

- The methods for identifying and preventing unsatisfactory performance of the Contract work.

SEE ATTACHED "QUALITY CONTROL PLAN" for methods for identifying and preventing unsatisfactory performance of the Contract work.

2. Describe the frequency of monitoring conducted. Who will perform the monitoring?

Branch Manager will conduct contract monitoring on a monthly basis; Account Manager shall inspect all contract sites on a weekly basis; Supervisor shall inspect contract sites on a daily basis; Irrigation Tech shall inspect, repair and adjust the irrigation systems on a weekly basis.

3. Describe the steps taken to correct deficiencies reported by the Department?

Step 1: Branch Manager, Account Manager and Supervisor shall be promptly notified of any deficiencies reported by the county or TruGreen Staff.

Step 2: The County shall be notified of the deficiency in writing. Included in this notification shall be a timeline of when the deficiency can be corrected.

Step 3: TruGreen shall schedule the appropriate staff to correct the deficiency in the timeliest manner.

Step 4: TruGreen LandCare shall inform the County in writing once the deficiency is resolved.

4. Describe your response time to complaints received from the Department?

TruGreen LandCare shall respond to the County within 90 minutes, and shall have a TruGreen employee on site within 4 hours – this is our average response time.

5. Describe your documentation methods of all monitoring results, including any corrective action taken.

Branch Manager and Account Manager perform a monthly Landscape Quality Audit. Any corrective actions resulting from this audit, will be resolved in the timeliest manner with consideration to contract specified guidelines. These audits are kept in customer file and available for review upon request of county staff.

6. Provide samples of forms to be used in monitoring.

See attached "LANDSCAPE QUALITY AUDIT"

7. If available, please attach your firm's written quality control plan

SEE ATTACHED "QUALITY CONTROL PLAN"

LANDSCAPE QUALITY AUDIT



Property Name & Bldg ID #	
Street Address	
City, State	
Branch Name + Number	
Job #	
Customer #	
TruGreen Representative	
Date of Report	

CATEGORY RATING CRITERIA	
5	Exceptional
4	Exceeds Requirements
3	Meets Requirements
2	Needs Improvement
1	Does Not Meet Requirements

Note: The Landscape Quality Audit is based on a set of written standards that are to be used to determine the score for each subcategory in the landscape that is being rated.

	1	2	3	4	5
1.0 LAWN					
1.1 Mowing Lines /Turf Cut					
1.2 Edging					
1.3 Lawn Fertility					
1.4 Weed Control					
1.5 Insect and Disease					
1.6 Irrigation					
LAWN TOTAL					

N/A	Submit Proposal	Comments

	1	2	3	4	5
2.0 SHRUB BEDS					
2.1 Pruning					
2.2 Plant Fertility					
2.3 Weed Control					
2.4 Mulch					
2.5 Insect and Disease					
2.6 Irrigation					
SHRUB BED TOTAL					

N/A	Submit Proposal	Comments

	1	2	3	4	5
3.0 SEASONAL COLOR					
3.1 Overall Appearance					
3.2 Pruning					
3.3 Plant Fertility					
3.4 Weed Control					
3.5 Insect and Disease					
3.6 Irrigation					
SEASONAL COLOR TOTAL					

N/A	Submit Proposal	Comments

	1	2	3	4	5
4.0 GENERAL SERVICE					
4.1 Parking Lots/Sidewalks					
4.2 Debris Pick Up/ Blowing					
4.3 Proactive Suggestions					
4.4 Response Time					
4.5 Consistency of Service					
4.6 Communication w/ TruGreen					
GENERAL SERVICE TOTAL					

N/A	Submit Proposal	Comments

REPORT SUMMARY	Category Score	Div by	Number of Categories Audited	Avg Quality Rating	Check Appropriate LQA Rating	
					#DIV/0!	Exceptional (5.0)
1.0 LAWN			0	#####	#DIV/0!	Exceptional (5.0)
2.0 SHRUB			0	#####	#DIV/0!	Exceeds Requirements (4.0-4.9)
3.0 SEASONAL COLOR			0	#####	#DIV/0!	Meets Requirements (3.0-3.9)
4.0 GENERAL SERVICE			0	#####	#DIV/0!	Needs Improvement (2.0-2.9)
TOTAL SCORE				#####	#DIV/0!	Does Not Meet Requirements (1.0-1.9)

INSPECTION APPROVAL

Client Signature: _____ Print Name: _____ Date: _____

QUALITY CONTROL PLAN

Quality Control Plan

TruGreen LandCare will conduct daily and weekly inspections of all the sites to insure that contract specifications are followed. On a daily basis the Supervisor will walk the site and note any deficiencies. The necessary work tasks will be scheduled for completion as soon as possible with consideration to contract specified guidelines. The Account Manager will conduct inspections on a weekly basis that contract guidelines are being followed and that quality horticultural practices are being followed. The inspections will be filed in our office at 1323 West 130th Street, Gardena, CA 90247.

A **Landscape Quality Audit (LQA)** will be utilized by the Branch Manager and Account Manager on a monthly basis. The LQA System is TruGreen's first nationwide release of a program that will standardize the audit process. Implementing the LQA system will allow us to perform Landscape Quality Audits with efficiency and integrity. The LQA is a management tool to monitor our performance. The LQA system will set the standards for the Landscaping Industry. The Landscape Quality Audit process has proven to be a very effective tool to:

- Monitor and improve performance.
- Gain additional business from customers.
- Improve proactive communication with customers.
- Create greater customer loyalty.
- Even out the peaks and valleys in our service.

A copy of the audit form will be kept in the customer's file, and will be made available to County staff upon their request. The Landscape Quality Audit (LQA) system was created with six key elements in mind:

- To communicate with customers on a regular basis, monthly, bimonthly, quarterly, or yearly, based on customer preferences and the size of the account.
- To provide proactive suggestions for improvement through corrective actions and enhancements proposals.
- To continuously measure the performance of our team on the job site.
- To provide a tool for the Branch Manager to use to assess the status of all maintenance accounts throughout the year.
- To better gauge the probability of retention of business year to year.
- To provide a tool to measure customer satisfaction on a regular basis.

An **Initial Landscape Audit (ILA)** is the first evaluation of a job site. The ILA is used to show problem areas to the client before TruGreen begins work. The ILA acts as a baseline assessment for the Landscape Quality Audits (LQAs) that follow. Comparing the LQA to the ILA is an easy way to show improvements of the client's job site.

PROPOSER'S EEO CERTIFICATION

TruGreen LandCare - Branch 6245

Company Name
 1323 W 130th St, Gardena, CA 90247

Address
 36-4313318

Internal Revenue Service Employer Identification Number

GENERAL

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

	CERTIFICATION	YES	NO
1. Proposer has a written policy statement prohibiting discrimination in all phases of employment.	(X)		()
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	(X)		()
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	(X)		()
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goals and/or timetables.	(X)		()

David J Evans
 Signature

05/08/2014
 Date

David Evans / Branch Manager
 Name and Title of Signer (Please Print)

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

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name:	TruGreen LandCare		
Company Address:	1323 W 130th Street		
City:	Gardena	State:	CA
		Zip Code:	90247
Telephone Number:	310-354-1520		
Solicitation For	Landscape	Services:	
	Maintenance		

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

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

- My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract 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 exception 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 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 (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

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

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

Print Name: David Evans	Title: Branch Manager
Signature: 	Date: 05/08/2014

CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals 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 number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, 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 or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

TruGreen LandCare

Proposer Name

Branch Manager

Proposer Official Title

David J Evans

Official's Signature

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

_____ YES (subject to verification by County)/ NO

B. Proposer is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

YES _____ NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

YES _____ NO _____ N/A (Program not available)

Proposer Organization: TruGreen LandCare - Branch 6245

Signature: David L Evans

Print Name: David Evans

Title: Branch Manager Date: 05/08/2014

Tel. #: 310-354-1520 Fax #: 310-323-4780

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Proposer certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Proposer's organization have and will comply with it during the proposal process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: David Evans Date: 05/08/2014

**Request for Local SBE Preference Program Consideration and
CBE Firm/Organization Information Form**

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: TruGreen LandCare - Branch 6245
 COUNTY VENDOR NUMBER: 52607901

- As a Local SBE, certified by the County of Los Angeles, Internal Services Department, I request this proposal/bid be considered for the Local SBE Preference.
- Attached is my Local SBE Certification letter 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: Sole Proprietorship Partnership Corporation Non-Profit Franchise
 Other (Please Specify) General Partnership

Total Number of Employees (including owners): 116

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American					1	
Hispanic/Latino			4		109	1
Asian or Pacific Islander						
American Indian						
Filipino						
White			1			

*No natural persons owns 5% or more

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

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

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.) * N/A

Agency Name	Minority	Women	Dis-advantaged	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 ACCURATE.

Print Authorized Name David Evans	Authorized Signature <i>David Evans</i>	Title Branch Manager	Date 05/08/2014
--------------------------------------	--	-------------------------	--------------------

N/A

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

COMPANY NAME: TruGreen LandCare		
COMPANY ADDRESS: 1323 W 130th Street		
CITY: Gardena	STATE: CA	ZIP CODE: 90247

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 3 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: David Evans	TITLE: Branch Manager
SIGNATURE:	DATE: 05/08/2014

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: TruGreen LandCare

CONTRACTOR'S CONTRACT REPRESENTATIVE:

Name: Manuel "Martin" Rodriguez
Title: Branch Manager
Address: 1323 W 130th Street
Gardena, CA 90247
Telephone: 310-354-1520
Facsimile: 310-323-4780
E-Mail Address: Manuel.Rodriguez@Landcare.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: David Evans
Title: Branch Manager
Address: 1323 W 130th Street
Gardena, CA 90247
Telephone: 310-354-1520
Facsimile: 310-323-4780
E-Mail Address: Dave.Evans@Landcare.com

Name: Andrew Fox
Title: Region Manager
Address: 1323 W 130th Street
Gardena, CA 90247
Telephone: 310-354-1520
Facsimile: 310-323-4780
E-Mail Address: AJ.Fox@Landcare.com

Notices to Contractor shall be sent to the following:

Name: David Evans
Title: Branch Manager
Address: 1323 W 130th Street
Gardena, CA 90247
Telephone: 310-354-1520
Facsimile: 310-323-4780
E-Mail Address: Dave.Evans@Landcare.com

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

Company Name:	TruGreen LandCare - Branch 6245		
Company Address:	1323 W 130th Street		
City:	Gardena	State:	CA Zip Code: 90247
Telephone Number:	310-354-1520	Email address:	Dave.Evans@Landcare.com
Solicitation/Contract For <u>Landscape</u> Services:			

The Proposer/Bidder/Contractor 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: David Evans	Title: Branch Manager
Signature: 	Date: 05/08/2014

Date: 05/08/2014

**REQUEST FOR DVBE PREFERENCE PROGRAM
CONSIDERATION**

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

In evaluating bids/proposals, the County will give preference to businesses that are certified by the State of California as a Disabled Veteran Business Enterprise (DVBE) or by the Department of Veterans as a Service Disabled Veteran Owned Small Business (SDVOSB) consistent with Chapter 2.211 of the Los Angeles County Code.

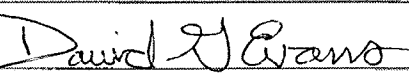
Vendor understands that in no instance shall the disabled veteran business enterprise preference program price or scoring preference be combined with any other County preference program to exceed eight percent (8%) in response to any County solicitation.

Information about the State's Disabled Veteran Business Enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at <http://www.pd.dgs.ca.gov/>

Information on the Veteran Affairs Disabled Business Enterprise certification regulations made be found in the Code of Federal Regulations, 38CFR 74 and is also available on the Veterans Affairs Website at: <http://www.vetbiz.gov/>

- I AM NOT** a Disabled Veteran Business Enterprise certified by the State of California or a Service Disabled Veteran Owned Small Business with the Department of Veteran Affairs.
- I AM** certified as a Disabled Veteran Enterprise with the State of California or a Service Disabled Veteran Owned Small Business with the Department of Veteran Affairs as of the date of this proposal/bid submission and I request this proposal be considered for the DVBE Preference.

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

Name of Firm	TruGreen LandCare	County Webven No.	52607901
Print Name:	David Evans	Title:	Branch Manager
Signature:		Date:	05/08/2014

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

RFP EXCEPTION FORM

Proposer's Name TruGreen LandCare

Address 1323 W 130th St, Gardena, CA 90247

Telephone 310-354-1520 Fax 310-323-4780

E-mail Address Dave.Evans@Landcare.com

- I have reviewed the RFP, Appendices, Exhibits and Forms in its entirety and have **NO** exceptions.
- I have reviewed the RFP, Appendices, Exhibits and Forms in its entirety and **have the following exceptions:**

Exceptions:

Clearly identify and list your exception(s) by indicating the Section, Paragraph Number and Page Number on the document. Attach additional pages as needed.

SECTION 8.0 STANDARD TERMS AND CONDITIONS, PAGE 33, PARAGRAPH 8.25.4 - PROFESSIONAL LIABILITY/ERROR AND OMISSIONS

TruGreen LandCare does not have Professional Liability/Errors and Omissions coverage required in Paragraph 8.25.4. This coverage

is for "Professionals" only, such as Doctors, Lawyers, Architects, etc.

Print Name David Evans

Signature 

Date 05/08/2014

TRUGREEN LandCaresm

**2.11.2 PROPOSER'S STAFFING
PLAN**

Facility or Location	Employee Name	Position Title	Rover(s)	Work Schedule	Hours Worked Per Day	Full Time/Part Time	Hourly Rate	Health Ins Yes/No	Monday Hours	Tuesday Hours	Wednesday Hours	Thursday Hours	Friday Hours	Saturday Hours	Sunday Hours	County Total Hours	Non-Cnty Total Hours	Hire Date	Termination Date	
TruGreen LandCare 1323 West 130th Street Gardena, CA 90247																				
Marina Del Rey - Staffing Plan (Full-Time)																				
Marina Del Rey	Robert Marquez Jr.	Supervisor		6:00 - 3:00	8	Full Time	15.77	No	8	8	8	8	8	8	8	40		9/26/2005		
Marina Del Rey	Andres Molina	Supervisor		6:00 - 3:00	8	Full Time	11.84	No	8	8	8	8	8	8	8	40		5/30/2007		
Marina Del Rey	Wilfredo Alvarado	Laborer		6:00 - 3:00	8	Full Time	11.84	No	8	8	8	8	8	8	8	40		8/26/2009		
Marina del Rey	Victor Rubio	Laborer		6:00 - 3:00	8	Full Time	11.84	No	8	8	8	8	8	8	8	40		8/26/2009		
Marina Del Rey	Jose Rodriguez	Laborer		6:00 - 3:00	8	Full Time	11.84	No	8	8	8	8	8	8	8	40		06/19/2010		
Marina Del Rey	Alfredo Aguado	Laborer		6:00 - 3:00	8	Full Time	11.84	No	8	8	8	8	8	8	8	40		1/12/2010		
Marina Del Rey	Francisco Castellanos	Irrig Tech		6:00 - 3:00	8	Full Time	11.84	No	8	8	8	8	8	8	8	40		6/8/2008		
Marina Del Rey	Roberto Turcios	Laborer		6:00 - 3:00	8	Full Time	11.84	No	8	8	8	8	8	8	8	40				

LW-6

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TruGreen LandCare 1323 West 130th Street Gardena, CA 90247															LW-6				
Marina Del Rey - Staffing Plan (Rovers)													County	Non-City	Hire Date	Termination			
Facility or Location	Employee Name	Position Title	Rover(s)	Work Schedule	Hours Worked Per Day	Full Time/Part Time	Hourly Rate	Health Ins Yes/No	Monday Hours	Tuesday Hours	Wednesday Hours	Thursday Hours	Friday Hours	Saturday Hours	Sunday Hours	Total Hours	Total Hours	Date	Date
Marina del Rey	Allonso Echeverria	Supervisor	X		8	Full Time	15.76	NO										10/17/1993	
Marina del Rey	Miguel Vanegas	Tree Climber	X		8	Full Time	15.03	NO										2/8/2005	
Marina del Rey	Onesimo Trujillo	Tree Climber	X		8	Full Time	17.98	NO										8/25/1995	
Marina del Rey	Raul Diaz	Heavy Equipment	X		8	Full Time	14.95	NO										3/28/2005	
Marina del Rey	Juvenal Torres Soria	Heavy Equipment	X		8	Full Time	11.84	NO										1/4/2007	

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**2.11.3 PROPOSER'S
ACKNOWLEDGEMENT AND
STATEMENT OF COMPLIANCE**



COUNTY OF LOS ANGELES

LW-1

LIVING WAGE PROGRAM AND CONTRACTOR NON-RESPONSIBILITY DEBARMENT

ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE

The undersigned individual is the owner or authorized agent (Agent) of the business entity or organization ("Firm") identified below and makes the following statements on behalf of his or her Firm. The Agent is required to check each of the applicable boxes below.

LIVING WAGE ORDINANCE:

- [X] The Agent has read the County's Living Wage Ordinance (Los Angeles County Code Section 2.201.010 through 2.201.100), and understands that the Firm is subject to its terms.

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

- [X] The Agent has read 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 understands 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):

- [X] The Firm HAS NOT been named in a complaint, claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of the proposal; OR No, not for Branch 6245
- [] The Firm HAS been named in a complaint, claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of this 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):

- [X] There HAS BEEN NO determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; OR No, not for Branch 6245
- [] There HAS BEEN a determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/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):

- [X] The Firm HAS NOT been debarred by any public entity during the past ten (10) years; OR
- [] The Firm HAS been debarred by a public entity within the past ten (10) years. Provide the pertinent information (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) 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.

Table with 2 columns: Signature/Name and Title, Date. Row 1: David Evans / Branch Manager, 05/08/2014. Row 2: TruGreen LandCare - Branch 6245.

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**2.11.4 LABOR/PAYROLL
DEPARTMENT HISTORY**



COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE LABOR/PAYROLL/DEBARMENT HISTORY

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 (3) years of the date of the proposal.
- A determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Labor/Payroll Violation.
- A debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm: TruGreen LandCare	Print Name of Owner: N/A
Print Address of Firm: 1323 W 130th Street	Owner's/Agent's Authorized Signature:
City, State, Zip Code: Gardena, CA 90247	Print Name and Title: David Evans / Branch Manager

Public Entity Name:		Date of Incident:
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., janitor)		
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 N/A pages.

TRUGREEN LandCaresm

**2.11.5 CONTRACTOR LIVING
WAGE DECLARATION**



COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE

LIVING WAGE DECLARATION

LW-3

The contract to be awarded pursuant to this Request for Proposal (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 the County awarding department.

If you are not exempt from the Program, please check the option that best describes your intention to comply with the 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 rate 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: TruGreen LandCare	
I declare under penalty of perjury under the laws of the State of California that the above is true and correct:	
SIGNATURE: <i>David J Evans</i>	DATE: 05/08/2014
PLEASE PRINT NAME: David Evans	TITLE OR POSITION: Branch Manager

TRUGREEN LandCaresm

**2.11.6 APPLICATION FOR
EXEMPTION**



COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM

APPLICATION FOR EXEMPTION

LW-4

Page 1 of 3

The contract to be awarded pursuant to the County's solicitation (RFP or IFB) 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, Contractors must complete and submit this form to the County by the date identified in the solicitation (RFP or IFB) document. Upon review of the submitted Application for Exemption, the County department will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the Program.

Company Name: TruGreen LandCare			
Company Address: 1323 W 130th Street			
City: Gardena		State: CA	Zip Code: 90247
Telephone Number: 310-354-1520	Facsimile Number: 310-323-4780	Email Address: Dave.Evans@landcare.com	
Awarding Department: Dept of Beaches and Harbors			Contract Term:
Type of Service: Landscape Maintenance			
Contract Dollar Amount:			Contract Number (if any):

I am requesting an exemption from the Program for the following reason(s) (attach to this form all documentation that supports your claim):

- My business is a non-profit corporation qualified under Internal Revenue Code Section 501(c)(3) (attach 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.

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COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM

APPLICATION FOR EXEMPTION

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Page 2 of 3

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

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

PRINT NAME: David Evans	TITLE: Branch Manager
SIGNATURE:	DATE: 05/08/2014

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

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COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM

APPLICATION FOR EXEMPTION

LW-4

Page 3 of 3

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.

- I, or my 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)

- I, or my collective bargaining unit, do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

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TRUGREEN LandCaresm

**2.11.7 PROPOSER'S
APPROACH TO LABOR-
PAYROLL RECORD KEEPING
AND REGULATORY
COMPLIANCE**

Proposer's Approach to Labor-Payroll Record Keeping and Regulatory Compliance

1. Discuss how employee hours actually worked are tracked.

a. Reporting Locations

Employees report every morning to our main yard or different satellite locations depending on the job site/crew they are currently assigned to. The start time is assigned depending on contractual obligations for their assigned job site/crew, and their shift commences at the time they are assigned to be at our main yard or satellite locations.

b. Daily Reporting

Employees report to their Supervisor every morning and are accounted for when daily tasks are distributed and discussed. At the end of their shift they fill out and sign a daily timesheet which includes start time, lunch time, stop time, and total time worked for that day. Their Supervisor reviews and approves the time sheet and is turned in to the office for payroll inputting.

c. Documenting Records

TruGreen LandCare has created daily timesheets which document the employee's daily working hours including start time, lunch time, stop time, and total time worked for the day along with the locations our employees report to on that given day. The timesheets are signed and approved by the employee and their Supervisor on a daily basis to ensure accuracy and accountability for our employees. Timesheets are turned in daily to the office for payroll inputting, see attached copy.

d. Records Used to Create Payroll

As mentioned above TruGreen LandCare has created daily time sheets which has all information needed to create and document employee's weekly payroll.

e. Mandated Breaks / Meal Periods

It is TruGreen LandCare's policy to provide employees with work breaks and meal breaks during the day, employees are relieved of all work duties during these break. Meal breaks are mandated if the employees work more than six hours per day. This written policy is included in the Employees Handbook given to them at the time of hire or available to them in our office as well as posted throughout our locations. The daily timesheets include a written record of the meal periods and each crew Supervisor and Account Manager is responsible for ensuring that the policy is taken into effect.

2. Payroll Preparation

a. Payroll Payment to Employees

Exempt employees are paid on a weekly basis in a form of a payroll check processed by our Corporate Office. Payroll checks include wages earned for that week as well as any tax deductions, benefits deductions which employees opt to enroll in, and any other miscellaneous garnishments (if applicable). Payroll checks include current weekly totals as well as year to date totals for wages/deductions, hours being paid for the entire week they are being paid for, hours being paid as regular time or overtime per day to provide employees with a better understanding of their hours worked for that week, and it included itemized deductions (i.e. taxes, fica, Medicare, etc)

b. Manual Payroll System

TruGreen LandCare uses a payroll computerized system.

c. Automated Payroll System

TruGreen LandCare's automated payroll system allows us to write off the employee's wages and input the Living Wage rate or any other Prevailing Wage rate that would apply to a given contract ensuring compliance with specific terms of our contracts. Employees automatically get paid their normal wage rate for the other contracts that do not require specific wage rates. *If an employee has multiple wage rates, the computerized payroll system will pick up the multiple wage rates as a "weighted average rate" as per the Department of Industrial Relations for the State of California.*

By overriding the employees wage it allows the payroll system to calculate the specified hours at that given rate. Theses changes in wages are reflected in the Certified Payroll that would be provided to Customers upon their request or per contract agreement.

e. Travel Time

Travel time is spread out and incurred for the jobs worked at on that specific day. Employees working at Los Angeles County contracts will be full time permanent employees assigned to those contracts on a full time basis therefore receiving the Living Wage rate for the entire worked day. In an event that an employee would be assigned to a different job site that does not required the Living Wage rate the employee will be paid the Living Wage rate for the travel time until the employees arrives and commences at a new job site.

f. Overtime Calculation

TruGreen LandCare's automated payroll system automatically calculates the overtime by day and by week. If the wage rate is overridden due to Living Wage or Prevailing Wage rates the system will calculate the overtime on a "weighted average rate" depending on those wages for the hours inputted under those rates.

TRUGREEN LANDCARE

Mow Crew

Truck #'s 102920

West LA Branch 6245

MONDAY

4/21/14

Employee Signature

Alfonso Echeverria

Total Hrs Worked

8

Empleado #
(Employee #)

56540

Nombre
(Name)

Alfonso Echeverria A

Start Time

8:30

Stop Time

2:30

Total

8.5

Start Time

10:30

Lunch

Stop Time

8:15

378021

Juvenal Torres Sorla A

Start Time

8:30

Stop Time

2:30

Total

8.5

Start Time

10:30

Stop Time

8:15

Job Name
Nombre de Trabajo

A & S

Job Number
Trabajo

6071 0274

Work Order Number

Start Time

8:30

Stop Time

2:30

Hours to be charged to this activity

BM

lit

Color

Enn.

Snow

Arbor

Other

✓

Total Hours

16

6

Total Hours to be Keyed

16

Manager Signature

[Signature]

2/27/2014 10:39 AM

TRUGREEN LANDCARE

Mow Crew
 Truck #'s 102920
 West LA Branch 6245

TUESDAY

4/22/14

Total Hrs Worked **8**
 Employee Signature *Alfonso Echeverria*

Empleado # (Employee #)	Nombre (Name)	Job Name	Job Number # Trabajo	Start Time	Stop Time	Total	Start Time	Lunch	Stop Time	Total Hrs Worked	Hours to be charged to this activity	Total Hours					
											Color	Enh	Snow	Arbor	Other		
1	56540	Alfonso Echeverria	A	6:30	2:30	8:5	10:30	11:00	11:00	8		12					12
2	378021	Juvenal Torres Soria	A	6:30	2:30	8:5	10:30	11:00	11:00	8		12					12
3																	
4																	
5																	
6																	
1	A. NDR	6245	0250				6:00		12:30	2		12					12
	EL SEGUNDO	6071	0276				12:30		2:30	2		12					12
2																	
3																	
4																	
5																	
6																	
Total Hours to be Keyed																	16

Manager Signature *[Signature]*

2/27/2014 10:39 AM

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TRUGREEN LANDCARE

Mow Crew
 Truck #s 102920
 West LA Branch 6245

4/23/14

WEDNESDAY

Employee Signature
Alfonso Echeverria

Empleado # (Employee #)	Nombre (Name)	Start Time	Stop Time	Total	Lunch	Total Hrs Worked	Hours to be charged to this activity						Total Hours
							RM	Ir	Color	Enh	Snow	Arbor	
1	Alfonso Echeverria A	8:00	2:30	8.5	1.0	8							18.1
2	Juvenal Torres Sofia A	8:00	2:30	8.5	1.0	8							18.1
3													
4													
5													
6													
1	Santa Monica MD3/est	8:00	2:30	8.5	1.0	8							18.1
2													
3													
4													
5													
6													

Manager Signature

[Signature]

2/27/2014 10:39 AM

Total Hours to be Keyed

16.

TRUGREEN LANDCARE

Mow Crew
 Truck #'s 102920
 West LA Branch 6245

THURSDAY

4/24/14

Total Hrs Worked 8
 Employee Signature *[Signature]*

Emplado # (Employee #)	Nombre (Name)	Start Time	Stop Time	Total	Lunch		Total Hrs Worked	Hours to be charged to this activity						Total Hours	
					Start Time	Stop Time		RM	lt	Color	Enh	Snow	Arbor		Other
1	Alfonso Echeverria A	6:45	2:30	8:5	11:00	11:30	8								8
2	Juvenal Torres Soria A	6:45	2:30	8:5	11:00	11:30	8								8
3															
4															
5															
6															
								Total Hours to be Keyed						16	

Job Name
 Nombre de Trabajo

Job Number
 # Trabajo

Work Order
 Number

Start Time

Stop Time

RM

lt

Color

Enh

Snow

Arbor

Other

Total Hours

Manager Signature

X

2/27/2014 10:39 AM

TRUGREEN LANDCARE

Mow Crew
 Truck #'s 102920
 West LA Branch 6245

FRIDAY

4/25/14

Employee Signature
Alfonso Echeverria

Empleado # (Employee #)	Nombre (Name)	Start Time	Stop Time	Total	Start Time	Stop Time	Total Hrs Worked	Hours to be charged to this activity						Total Hours	
								RM	Irr	Color	Enh	Snow	Arbor		Other
1	Alfonso Echeverria	6:30	2:30	8.5	10:30	11:00	8								16
2	Juvenal Torres Soria	6:30	2:30	8.5	10:30	11:00	8								16
3															
4															
5															
6															
Total Hours to be Keyed															16

Manager Signature

[Handwritten Signature]

2/27/2014 10:39 AM

TRUGREEN LandCare™

2.12 ADDITIONAL INFORMATION

TRUGREEN LandCaresm

DESIGNATION OF REPRESENTATIVE

I, Letha W. Sanders, Vice President & Secretary of TruGreen LandCare L.L.C., the general partner of TRUGREEN LANDCARE, a California general partnership ("Company"), with full power and authority, do hereby authorize and direct David G. Evans, Branch Manager, TruGreen LandCare, 1323 West 130th Street, Gardena, California 90247 to represent the Company to execute any and all bid documents, related contracts and amendments to effectuate the terms of the resulting contract entered into on behalf of the Company with the Los Angeles County Department of Beaches and Harbors to provide Landscape Maintenance Services on the public grounds of Marina del Rey, California pursuant to a Request for Proposals dated April 16, 2014.

This Designation of Representative expires at midnight on May 12, 2015

TRUGREEN LANDCARE, a California General Partnership

By: TruGreen LandCare L.L.C.,
Its: General Partner

By: *Letha W. Sanders*
Letha W. Sanders
Vice President & Secretary

Dated: May 12, 2014



**Department of Beaches and Harbors
Landscape Maintenance Service Contract
Estimated Net Savings From Contracting**

County Cost Analysis			
Cost Items	Grounds Maintenance Worker I 0352A	Grounds Maintenance Worker II 0354A	Totals
Top Step Salaries (monthly) ¹	\$ 3,110.09	\$ 3,478.00	
Required Service Level - actual avoidable positions ²	7	2	9
Annual Salary Cost	\$261,247.56	\$ 83,472.00	\$ 344,719.56
Adjustment for top step salaries variance at 93.5654% ³	\$ (16,810.24)	\$ (5,371.09)	\$ (22,181.33)
Estimated actual avoidable salaries	\$244,437.32	\$ 78,100.91	\$ 322,538.23
Add: Related employee benefits at 55.371% ³	\$135,347.39	\$ 43,245.26	\$ 178,592.65
Estimated actual avoidable annual direct labor cost ⁴	\$379,784.71	\$121,346.17	\$ 501,130.88
Supplies ⁵			\$ 6,000.00
Arborist ⁶			\$ 14,794.00
Estimated Actual Avoidable Cost			\$ 521,924.88
Contract Cost			\$ (364,800.00)
Net Savings from Contracting			\$ 157,124.88

(1) Salaries in effect as of May 1, 2014.

(2) The County avoidable positions are determined based on the 16,640 hours required by the selected proposer divided by the annual productive work hours of 1,760. The 16,640 hours required by the selected contractor include 12,480 hours for Landscape Maintenance Workers and 4,160 hours for Landscape Maintenance Supervisors/Managers.

(3) Provided by the Auditor-Controller.

(4) No departmental indirect costs are avoidable.

(5) Amount based on the supplies cost submitted by the selected proposer.

(6) Cost for Arborist is based on the 104 hours required by the selected proposer at the Public Works billing rate for Senior Biologist at \$142.25 per hour.